



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on May 10, 2023, at a regular meeting in consideration of the following:

Request for rezoning of 204, 207, 208, 212 Cherry Street, and 211, 219 N. Missouri Street from R-4 General Residential District to C-3 Central Business District.

Applicant: **Cape Girardeau County**

Filing Date of Application/Fee: **April 21, 2023**

Submission Date of Application to Commission: **May 10, 2023**

Public Hearing Date: **Waived**

In examining this consideration, the following factors were considered and found as noted:

Administrative Staff Findings:		Yes/	No
1.	Application provided all necessary information:	<u>X</u>	<u> </u>
2.	Generally conforms with City Comprehensive Plan:	<u>X</u>	<u> </u>
3.	Generally conforms with Major Street Plan :	<u>X</u>	<u> </u>
Planning & Zoning Commission Findings:		Yes/	No
1.	Creates adverse effects on adjacent property:	<u> </u>	<u>X</u>
2.	Creates adverse effects on traffic movement or safety:	<u> </u>	<u>X</u>
3.	Creates adverse effects on fire safety:	<u> </u>	<u>X</u>
4.	Creates adverse effects on public utilities:	<u> </u>	<u>X</u>
5.	Creates adverse effects on general health and welfare:	<u> </u>	<u>X</u>

Following consideration of testimony, comments, exhibits and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

May 17, 2023

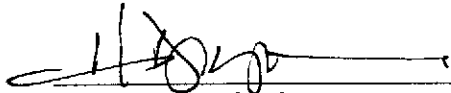
THE ABOVE APPLICATION IS:

 X **Approved**
 Disapproved
 Approved with conditions specified below

By a roll call of 7 ayes, 0 nays, 0 abstentions, and 2 absent this 10th day of May 2023.

SPECIAL CONDITIONS:

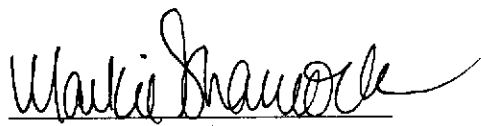
CITY OF JACKSON, MISSOURI



Harry Dryer, Chairman

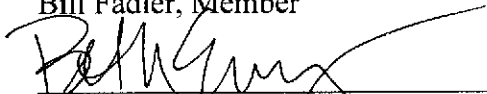


Tony Koeller, Secretary

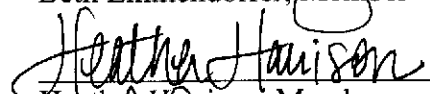
ATTEST: 

Markie Sharrock
Administrative Assistant

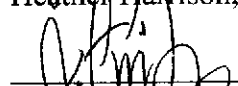
Bill Fadler, Member




Beth Emmendorfer, Member



Heather Harrison, Member

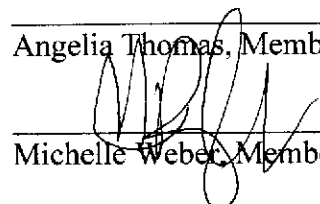


Eric Fraley, Member



Tina Weber, Member

Angelia Thomas, Member



Michelle Weber, Member



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: April 21, 2023

TYPE OF APPLICATION: ☒ Rezoning ☐ Special Use Permit

PROPERTY ADDRESS (Other description of location if not addressed):

204 Cherry St, 208 Cherry St, 212 Cherry St, 207 Cherry St, 219 N Missouri St, and 211 N Missouri St

CURRENT PROPERTY OWNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):

Property Owner Name(s): Cape Girardeau County

Mailing Address: 1 Barton Square

City, State ZIP: Jackson, MO 63755

PROPOSED PROPERTY OWNERS (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s):

Mailing Address:

City, State, ZIP:

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Chris Koehler

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63701

Contact's Phone: 335- 3026

Email Address (if used): ckoehler@koehlerengineering.com

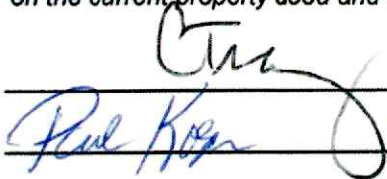

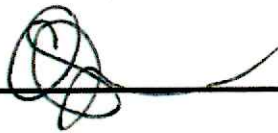
CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☒ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. (Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)

 Pres. & Commissioner
 Dist. One Commissioner
 Dist Two Commissioner

Please submit this application along with appropriate non-refundable application fee to:

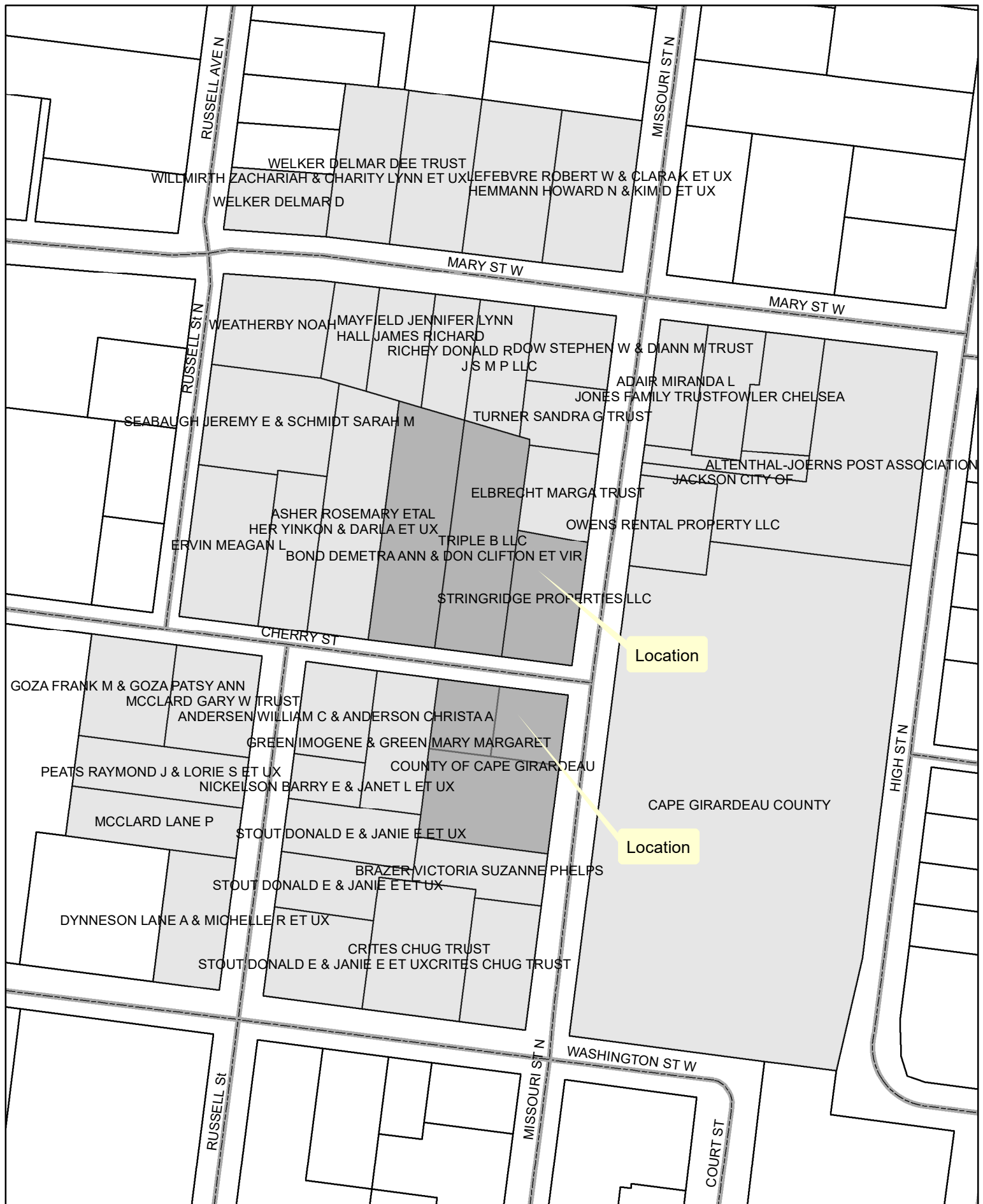
Larry Miller
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
Lmiller [@jacksonmo.org](mailto:Lmiller@jacksonmo.org)

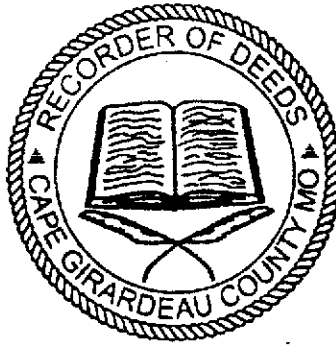
APPLICATION FEE: \$200.00



Cherry/ Missouri Street
Location Map



Cherry/ Missouri Street
Property Owners Within 185'



eRecorded
DOCUMENT #
2023-02374

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
03/31/2023 01:44:30 PM
REC FEE: 27.00
PAGES: 2

WARRANTY DEED

This Warranty Deed made and entered into this 31st day of March, 2023, by and between Stringridge Properties, LLC, a Missouri Limited Liability Company, hereinafter referred to as GRANTOR, and Cape Girardeau County, a political subdivision of the State of Missouri, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as GRANTEE. The mailing address of the Grantee is:

1 Barton Square, Jackson, MO 63755

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

All that part of Lot Twelve (12) of Flentge's Addition to the Town (now City) of Jackson, County of Cape Girardeau, Missouri, being part of Survey 2250, Township 31 North, Range 12 East and described by metes and bounds as follows: From the Northeast corner of said Lot 12 run South along the East boundary line of said Lot 12, a distance of 85 feet to a point for a beginning corner; thence continue South along the East boundary line of said Lot 12, a distance of 142 feet to the Southeast corner of said Lot 12, which is the point of intersection of the North line of Cherry Street with the West line of what was formerly First West Street but what is now Missouri Avenue; thence West along the North line of Cherry Street, which is the South line of said Lot 12, 78 feet; thence North, parallel with Missouri Avenue, 142 feet to the Southwest corner of a tract of land heretofore conveyed to Benjamin B. Schade by deed recorded in Book 139 at Page 233 in the Recorder's Office at Jackson, Missouri; thence East, parallel with the North line of Cherry Street and along the South line of said tract conveyed to Benjamin B. Schade, 78 feet to the point of beginning.


TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successor and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

Stringridge Properties, LLC, a Missouri
Limited Liability Company

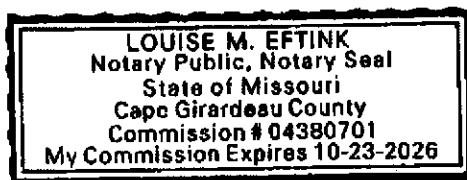
BY: 
Matthew F. Beussink, Manager

BY: 
Courtney L. Beussink, Manager

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

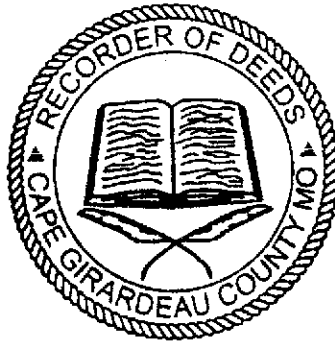
On this 31 day of March, 2023, before me personally appeared **Matthew F. Beussink and Courtney L. Beussink the Managers of Stringridge Properties, LLC, a Missouri Limited Liability Company**, to me known to be the person described in and who executed the within Warranty Deed in behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated.

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




Notary Public
My commission expires:

eRecorded
DOCUMENT #
2023-02409



ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
04/03/2023 09:27:34 AM
REC FEE: 27.00
PAGES: 2

013280

GENERAL WARRANTY DEED

This Indenture is made this 31st day of March, 2023, by and between Katherine E. Williams, a single person and Preston L. Hobeck, a single person ("Grantor"), of the County of Cape Girardeau, Missouri, and Cape Girardeau County ("Grantee"), of the County of Cape Girardeau, Missouri, whose address in said County is:

#1 Barton Sq., Jackson, MO 64501

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to them by the Grantee, the receipt of which is hereby acknowledged, does by these present GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee and Grantee's heirs, successors and assigns, the following described Real Estate lying, being and situated in the County of Cape Girardeau, and State of Missouri, to wit:

All that part of Lot Twelve (12) of Flentges Addition to the Town (now City) of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 1 at Page 23, and part of Survey No. 2250, Township 31 North, Range 12 East, described as follows: Commencing at the Southwest corner of said Lot No. 12 and run South 82° East with the North line of the street, 70 ½ feet to a point for a beginning corner; thence run South 82° East with the North line of the street, 150 feet to a corner; thence run North 8° East, 245 feet to the North line of Lot No. 12; thence run North 72° West with said North line 150 feet; thence South, 266 1/6 feet to the point of beginning.

Except, that part of said Lot No. 12 heretofore sold to Henry Altenthal as per Deed recorded in Book 22 at Page 316, land records of Cape Girardeau County, Missouri, which said excepted part is described as commencing at the Southeast corner of said Lot; thence run North 82° West, 78 feet to the beginning corner; thence North 82° West, 75 feet to a corner; thence North 8° East, 254 feet and 9 inches to a corner on the North line of said Lot; thence South 72° East, 76 feet and 5 inches to a corner on the North line of said Lot; thence South 8° West, 244 feet to the point of beginning.

Subject to terms, conditions, restrictions, reservations, and easements of record, if any.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the Grantee and unto Grantee's heirs,

successors and assigns forever. Grantor hereby covenants that Grantor is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has good right to convey the same; that said premises are free and clear of any encumbrance done or suffered by Grantor or those under whom Grantor claims, and that Grantor will WARRANT AND DEFEND the title to the said premises unto the said Grantee and Grantee's heirs, successors and assigns forever against the lawful claims and demands of all persons whomsoever.

In WITNESS WHEREOF, the Grantor hereunto sets Grantor's hands the day and year first above written.

Katherine E Williams
Katherine E. Williams

Preston L Hobeck
Preston L. Hobeck

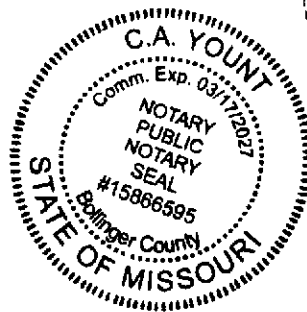
State of Missouri
County of Cape Girardeau

} SS.

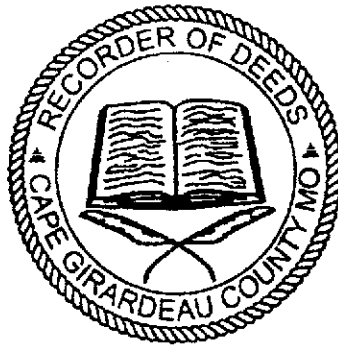
On this 31st day of March, 2023, personally appeared before me, Katherine E. Williams, a single person and Preston L. Hobeck, a single person, known to me to be the person(s) who executed the within Warranty Deed and after first being sworn did state that the matters set forth herein are true and correct to the best of his/her/their knowledge, information and belief, and acknowledge that he/she/they executed the same as his/her/their free act and deed and for the same purposes therein stated.

[Signature]
Notary Public

My Commission Expires: 3/17/27



eRecorded
DOCUMENT #
2023-01268



ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
02/23/2023 11:38:47 AM
REC FEE: 27.00
PAGES: 2

WARRANTY DEED

This Warranty Deed made and entered into this 23rd day of February, 2023, by and between **Daniel Reeves and Anna Reeves, husband and wife**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTORS**, and **Cape Girardeau County, a political subdivision of the State of Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

#1 Barton Square, Jackson, MO 63755

WITNESSETH: The Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantors, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

Part of Lot Number Twelve (12) in FLENTGE'S ADDITION to the City of Jackson, Cape Girardeau County, Missouri, laid down on part of Survey No. 2250, in Township 31 North, Range Twelve (12) East, described by metes and bounds as follows: Commencing at the Southeast corner of said lot no. 12, run North 82 degrees West, with the North line of Cherry Street, Seventy-Eight (78) feet for a beginning corner; thence North 82 degrees West with the North line of Cherry Street, Seventy-Five (75) feet to a corner; thence North 8 degrees East, Two hundred Fifty-Four feet and nine inches (254'9") to a corner in the North line of said lot no. 12; thence South 72 degrees East, with the North line of said lot, Seventy-six feet and Six inches (76'6") to a corner; thence South 8 degrees West Two hundred and Forty-Four (244) feet to the place of beginning.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto his heirs and assigns FOREVER, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claimed title; and that they will warrant and defend the title to said premises unto the said Grantee, and unto his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

GRANTORS:


Daniel Reeves


Anna Reeves

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

On this 23 day of February, 2023, before me personally appeared **Daniel Reeves and Anna Reeves, husband and wife**, to me known to be the persons described in and who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed and for the purposes therein stated.

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


Notary Public

My commission expires:



2302003

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
04/07/2020 11:31:55 AM
REC FEE: 27.00
PAGES: 2

WARRANTY DEED

This Warranty Deed made and entered into this 7 day of April, 2020, by and between **Mary Schuermann and Arthur Schuermann, wife and husband**, of the County of St. Louis State of Missouri, hereinafter referred to as **GRANTORS**, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:
#1 Barton Square, Jackson, MO 63755

WITNESSETH: The Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantors, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

All of the East Part of Lot One (1) of Flentge's Addition to the City of Jackson, Missouri, as shown by plat filed for record in Plat Book 1 at Page 23 in the land records of Cape Girardeau County, Missouri, described as follows: Commencing at the northeast corner of said Lot 1 and run North 82° West with the south line of Cherry Street 109 feet more or less to a corner, thence South 8° West parallel with the west line of said lot 79.2 feet to south line of said lot; thence South 82° East with south line of said lot 109 feet more or less to the southeast corner of said lot; thence North 8° East with the west line of First West Street (now Missouri Street) 79.2 feet to the place of beginning, except 25 feet off of the west end of said lot conveyed to Henry Althenthal, Sr. by deed recorded in Book 26 at page 517 in the land records of Cape Girardeau County, Missouri.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns **FOREVER**, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claimed title; and that they will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

GRANTORS:

Mary Schuermann
Mary Schuermann

Arthur Schuermann
Arthur Schuermann

STATE OF Missouri)
) ss.
COUNTY OF Jefferson)

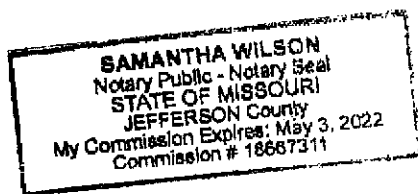
On this 5 day of April, 2020, before me personally appeared **Mary Schuermann and Arthur Schuermann, wife and husband**, to me known to be the persons described in and who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed and for the purposes therein stated.

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

Samantha Wilson

Notary Public

My commission expires: May 3, 2022



2003125

eRecorded
DOCUMENT #
2019-00365

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
01/14/2019 02:03:58 PM
REC FEE: 27.00
PAGES: 2

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 10th day of January, 2019, by and between **Regions Bank d/b/a Regions Mortgage, an Alabama Banking Corporation**, of the County of Cape Girardeau, State of Missouri, GRANTOR, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, whose mailing address is #1 Barton Square, Jackson, MO 63755, GRANTEE.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby Sell and Convey to Grantee, and its heirs and assigns, the following described real property situate in the County of Cape Girardeau, State of Missouri, to-wit:

That part of Lot One (1) of Flentge's Addition in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 1 at Page 23, described as follows:

Commencing at the Northeast corner of said Lot 1 of Flentge's Addition and run North 82° West with the South line of Cherry Street, 84 feet for a beginning corner; thence continue North 82° West with the South line of Cherry Street, 69 feet to a corner; thence South 8° West, 79 feet and 2 inches to a corner in the South line of said Lot 1; thence South 82° East, with the South line of said Lot 1, 69 feet to a corner, and thence North 8° East, 79 feet and 2 inches to the beginning corner.

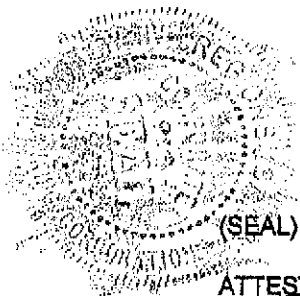
To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto said Grantee and its heirs and assigns, forever;

AND THE GRANTOR, DOES HEREBY COVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of

all persons claiming by, through, or under it, but against none other.

GRANTOR makes no representations or warranties of any kind or character, express or implied, as to the condition of the material and workmanship in the dwelling house located on said property. The Grantee has inspected and examined the property and is purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on its own judgment.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed and attested to by its Secretary, the day and year first above written.



REGIONS BANK d/b/a REGIONS MORTGAGE

By: [Signature]
Joe Terrill, Vice President

ATTEST:

[Signature]
Jillery m Keyser, A.P.

STATE OF Mississippi) ss.
COUNTY OF Forrest)

On this 10th day of January, 2019, before me appeared Joe Terrill, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Regions Bank d/b/a Regions Mortgage, a banking corporation, and that the seal affixed to the within Special Warranty Deed is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Joe Terrill acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid the day and year first above written.

[Signature]
Notary Public

My commission expires: 8/19/2019



eRecorded
DOCUMENT #
2018-12250

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
12/11/2018 08:49:46 AM
REC FEE: 27.00
PAGES: 2

WARRANTY DEED

This Warranty Deed made and entered into this 10th day of December, 2018, by and between **Annie M. Niswonger, Trustee of the Annie M. Niswonger Trust Dated August 26, 1998 and Annie M. Niswonger a/k/a Annie Niswonger, a single person**, hereinafter referred to as **GRANTOR**, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

1 Barton Square, Jackson, MO 63755

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

The North 99 feet of Lot 3 of Sewell's Addition, to the Town of Jackson, County of Cape Girardeau, Missouri, described as follows: Begin at the Northeast corner of said Lot 3 and run South 08° West, 99 feet; thence North 82° West, 148 ½ feet; thence North 08° East, 99 feet; thence South 82° East, 148 ½ feet to point of beginning.

Annie M. Niswonger further states that she is the current acting trustee of the Annie M. Niswonger Trust Dated August 26, 1998, that said trust has not been amended or revoked, and that she has the authority, under of the terms of said trust, to convey the subject property.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances

done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

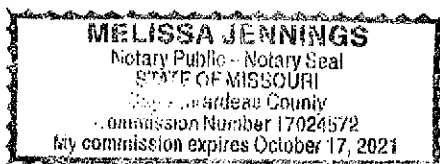
Annie M. Niswonger Trust Dated August 26, 1998

Annie M. Niswonger
Annie M. Niswonger, Trustee

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

On this 10 day of December, 2018, before me personally appeared **Annie M. Niswonger, Trustee of the Annie M. Niswonger Trust Dated August 26, 1998**, to me known to be the person described in and who executed the within Warranty Deed, and acknowledged to me that she executed the same as their free act and deed and in her capacity as Trustee and in behalf of the aforesaid Trust.

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

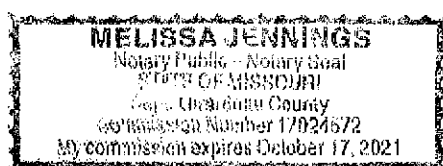


Melissa Jennings
Notary Public
My commission expires:

Annie M. Niswonger
Annie M. Niswonger

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

On this 10 day of December, 2018, before me personally appeared **Annie M. Niswonger a/k/a Annie Niswonger**, to me known to be the person described in and who executed the within Warranty Deed, and acknowledged to me that she executed the same as her free act and deed and for the purposes therein stated and she further declared herself to be **single and unmarried**.



Melissa Jennings
Notary Public 1811088