



PO Box 348 • Sunrise Beach, MO 65079 • PH (573)374-8782 • www.sunrisebeachmo.gov

BOARD OF TRUSTEES MEETING

Monday, April 22, 2024

Special Board Meeting – 6:00 P.M.
Sunrise Beach City Hall, 16537 N Highway 5
This meeting is open to the public.

This meeting is planned to be livestreamed at the Sunrise Beach Youtube page:
<https://www.youtube.com/@VillageofSunriseBeachMissouri>

AGENDA

1. Call to Order (Pledge of Allegiance)
2. Roll Call
3. Public Hearing
 - a. A Public Hearing to hear comments on a petition for voluntary annexation of property generally located at Deer Valley Road and Montgomery Hill Road. The property includes the Franky & Louie's Beachfront Bar & Grill property, the Deer Valley RV Park and Montgomery Hill expansion, and parcels adjacent to Route TT. The property includes 23 parcels and totals approximately 200 acres. The petition includes a request for Sunrise Beach zoning classifications of certain parcels, including LFC-3 for the Lakefront properties, C-2 for the properties currently being used for RV park / campground purposes, and C-3 for parcels adjacent to Route TT.
4. Ordinances and Resolutions
 - a. Bill No. 2024-13 An Ordinance Approving a Petition for Voluntary Annexation filed by Prestige Lakewide LLC Regarding Certain Property Contiguous and Compact to the Village of Sunrise Beach, Missouri: Annexing Said Property into the Village; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation (*first reading*)
 - b. Resolution 2024-08 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an Agreement with Prestige Lakewide LLC Pertaining to Voluntary Annexation of Certain Parcels and Properties into the Village of Sunrise Beach
5. Miscellaneous
6. Adjourn

The Board of Trustees will consider and act upon the matters listed above and such others as may be presented at the meeting and determined to be appropriate for discussion at that time. Individuals who require an accommodation to attend a meeting should contact City Hall (573-374-8782) at least twenty-four hours in advance.

Posted: _____
Date and time

By: _____
Erin Hays, City Clerk



April 2, 2024

Public Hearing notice

Village of Sunrise Beach

Board of Trustees


Voluntary Annexation, Franky & Louie's Beachfront Bar & Grill and Deer Valley RV park

The Board of Trustees of the Village of Sunrise Beach will conduct a public hearing **at 6 p.m. April 22 at Sunrise Beach City Hall, 16537 N Highway 5**, to hear comments on a petition for voluntary annexation of property generally located at Deer Valley Road and Montgomery Hill Road. The property includes the Franky & Louie's Beachfront Bar & Grill property, the Deer Valley RV Park and Montgomery Hill expansion, and parcels adjacent to Route TT. The property includes 23 parcels and totals approximately 200 acres. The petition includes a request for Sunrise Beach zoning classifications of certain parcels, including LFC-3 for the Lakefront properties, C-2 for the properties currently being used for RV park / campground purposes, and C-3 for parcels adjacent to Route TT. A map of the areas proposed for annexation and their requested zoning classifications is available at Sunrise Beach City Hall and online at sunrisebeachmo.gov. Citizens will be given an opportunity to comment at the public hearing. Individuals who require an accommodation to attend a meeting are asked to contact City Hall (573-374-8782) at least twenty-four hours in advance.

**PETITION
REQUESTING ANNEXATION TO
THE VILLAGE OF SUNRISE BEACH, MISSOURI**

We, the undersigned, Petitioners, submit to the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows:

1. We are the owners of all fee interests of record in the real estate in Camden County, Missouri, described in Exhibit A.
2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous to the existing corporate limits of the Village of Sunrise Beach, Missouri, or will be prior to the completion of this annexation.
4. We request that the real estate be annexed to and included within the corporate limits of the Village of Sunrise Beach, Missouri, as authorized by the provisions of § 71.012, RSMo.
5. We request the Board of Trustees of the Village of Sunrise Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the Village of Sunrise Beach to include the described real estate.
6. We request the real estate to be annexed to be zoned Commercial (C-2 and C-3) and Lakefront Commercial (LFC-3) as shown on the attached Exhibit B.

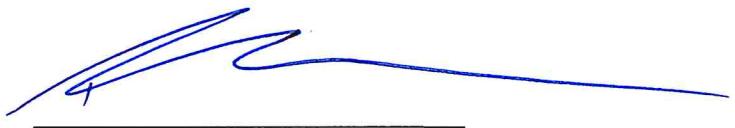


Property Owner

By:

Name: *George Tucker*

Title: *Member*

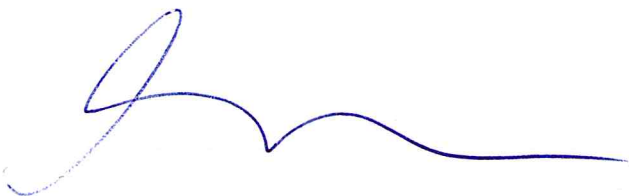


Property Owner

By:

Name: *Ryan Sinclair*

Title: *Member*


Gregory Tucker
Member

STATE OF MISSOURI)

) ss.

COUNTY OF Camden)

On this 27 day of March in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared George Tucker known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.



Heather Bly [official signature]
Notary Public

SEAL

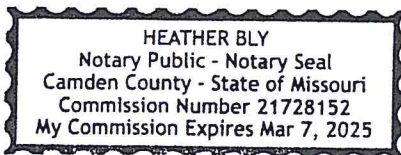
STATE OF MISSOURI)

) ss.

COUNTY OF Camden)

On this 27 day of March in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory Tucker known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.



Heather Bly [official signature]
Notary Public

SEAL

STATE OF MISSOURI)

) ss.

COUNTY OF Camden)

On this 27 day of March in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared RYAN SINCLAIR known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.



[Handwritten Signature] _____ [official signature]
Notary Public

SEAL

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

_____ [official signature]

Notary Public

SEAL

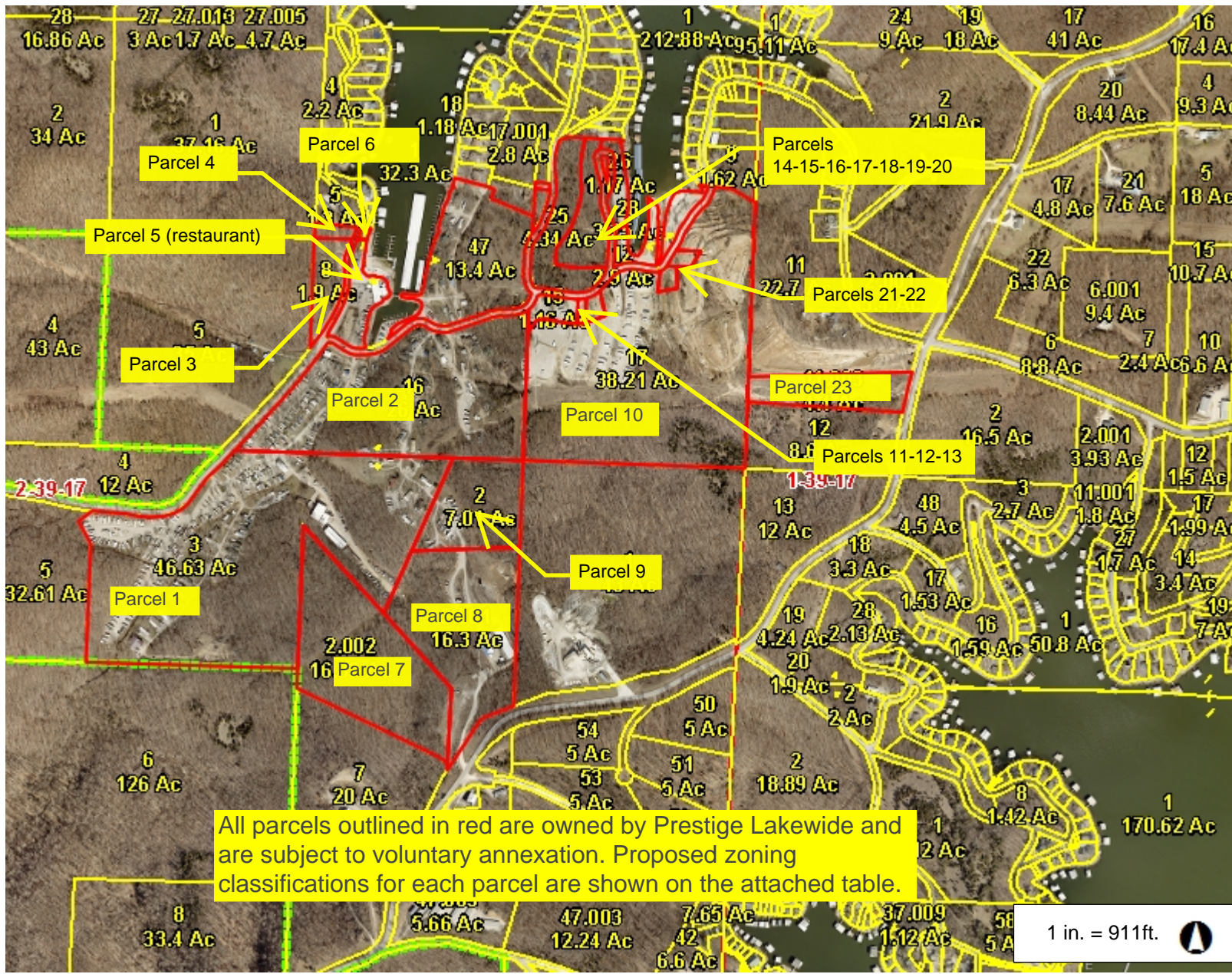
Exhibit A
Parcels to be annexed

1. Camden County Parcel 07-1.0-02.3-000.0-001-003.000
2. Camden County Parcel 07-1.0-02.2-000.0-005-016.000
3. Camden County Parcel 07-1.0-02.2-000.0-003-008.000
4. Camden County Parcel 07-1.0-02.2-000.0-003-007.000
5. Camden County Parcel 07-1.0-02.2-000.0-002-047.000
6. Camden County Parcel 07-1.0-02.2-000.0-003-009.000
7. Camden County Parcel 07-1.0-02.3-000.0-001-002.002
8. Camden County Parcel 07-1.0-02.3-000.0-001-002.001
9. Camden County Parcel 07-1.0-02.3-000.0-001-002.000
10. Camden County Parcel 07-1.0-02.2-000.0-005-017.000
11. Camden County Parcel 07-1.0-02.2-000.0-005-015.000
12. Camden County Parcel 07-1.0-02.2-000.0-005-014.000
13. Camden County Parcel 07-1.0-02.2-000.0-005-013.000
14. Camden County Parcel 07-1.0-02.2-000.0-002-023.000
15. Camden County Parcel 07-1.0-02.2-000.0-002-023.001
16. Camden County Parcel 07-1.0-02.2-000.0-002-025.000
17. Camden County Parcel 07-1.0-02.2-000.0-002-028.000
18. Camden County Parcel 07-1.0-02.2-000.0-002-027.000
19. Camden County Parcel 07-1.0-02.2-000.0-002-026.000
20. Camden County Parcel 07-1.0-02.2-000.0-001-012.000
21. Camden County Parcel 07-1.0-02.2-000.0-005-012.000
22. Camden County Parcel 07-1.0-02.2-000.0-005-011.000
23. Camden County Parcel 07-1.0-01.2-000.0-002-011.003

Exhibit B
Zoning District classifications of parcels to be annexed

Annexation Parcel No.	Camden County Parcel No.	Proposed Zoning District classification
1	07-1.0-02.3-000.0-001-003.000	C-2
2	07-1.0-02.2-000.0-005-016.000	C-2
3	07-1.0-02.2-000.0-003-008.000	LFC-3
4	07-1.0-02.2-000.0-003-007.00	LFC-3
5	07-1.0-02.2-000.0-002-047.000	LFC-3
6	07-1.0-02.2-000.0-003-009.000	LFC-3
7	07-1.0-02.3-000.0-001-002.002	C-3
8	07-1.0-02.3-000.0-001-002.001	C-3
9	07-1.0-02.3-000.0-001-002.000	C-2
10	07-1.0-02.2-000.0-005-017.000	C-2
11	07-1.0-02.2-000.0-005-015.000	C-2
12	07-1.0-02.2-000.0-005-014.000	C-2
13	07-1.0-02.2-000.0-005-013.000	C-2
14	07-1.0-02.2-000.0-002-023.000	LFC-3
15	07-1.0-02.2-000.0-002-023.001	LFC-3
16	07-1.0-02.2-000.0-002-025.000	LFC-3
17	07-1.0-02.2-000.0-002-028.000	LFC-3
18	07-1.0-02.2-000.0-002-027.000	LFC-3
19	07-1.0-02.2-000.0-002-026.000	LFC-3
20	07-1.0-02.2-000.0-001-012.000	LFC-3
21	07-1.0-02.2-000.0-005-012.000	C-2
22	07-1.0-02.2-000.0-005-011.000	C-2
23	07-1.0-01.2-000.0-002-011.003	C-2

Camden County, MO

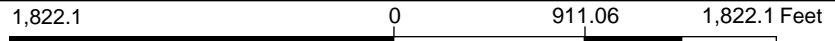


Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Parcel
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Section
- County Boundary

All parcels outlined in red are owned by Prestige Lakewide and are subject to voluntary annexation. Proposed zoning classifications for each parcel are shown on the attached table.

1 in. = 911ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Annexation Parcel No.	Camden County Parcel No.	Proposed Zoning District classification
1	07-1.0-02.3-000.0-001-003.000	C-2
2	07-1.0-02.2-000.0-005-016.000	C-2
3	07-1.0-02.2-000.0-003-008.000	LFC-3
4	07-1.0-02.2-000.0-003-007.00	LFC-3
5	07-1.0-02.2-000.0-002-047.000	LFC-3
6	07-1.0-02.2-000.0-003-009.000	LFC-3
7	07-1.0-02.3-000.0-001-002.002	C-3
8	07-1.0-02.3-000.0-001-002.001	C-3
9	07-1.0-02.3-000.0-001-002.000	C-2
10	07-1.0-02.2-000.0-005-017.000	C-2
11	07-1.0-02.2-000.0-005-015.000	C-2
12	07-1.0-02.2-000.0-005-014.000	C-2
13	07-1.0-02.2-000.0-005-013.000	C-2
14	07-1.0-02.2-000.0-002-023.000	LFC-3
15	07-1.0-02.2-000.0-002-023.001	LFC-3
16	07-1.0-02.2-000.0-002-025.000	LFC-3
17	07-1.0-02.2-000.0-002-028.000	LFC-3
18	07-1.0-02.2-000.0-002-027.000	LFC-3
19	07-1.0-02.2-000.0-002-026.000	LFC-3
20	07-1.0-02.2-000.0-001-012.000	LFC-3
21	07-1.0-02.2-000.0-005-012.000	C-2
22	07-1.0-02.2-000.0-005-011.000	C-2
23	07-1.0-01.2-000.0-002-011.003	C-2



Village of Sunrise Beach, MO PO Box 348 • Sunrise Beach, Missouri 65079 • PH (573)374-8782 •
www.sunrisebeachmo.gov

April 18, 2024

TO: Chairman Schneider and the Board of Trustees
RE: City Manager report, April 22 special meeting

Hello everyone,

Please note the following with respect to the April 22 meeting:

- 1. Public Hearing, Prestige Lakewide LLC voluntary annexation.** As the Board is aware, Prestige Lakewide LLC has petitioned the Village for voluntary annexation of 23 parcels, including the Franky & Louie's Beachfront Bar & Grill property, Deer Valley RV Park (including Montgomery Hill expansion) and parcels along Highway TT. Copies of the annexation petition and other materials are included in the Board packet. A representative of Prestige Lakewide plans to attend the meeting. The Public Hearing notice was published in the Lake Sun Leader on April 5, 2024, and a copy has been posted at City Hall and on the City website. The annexation and proposed zoning were reviewed by the Planning and Zoning Commission April 1, and was recommended for approval.

We've prepared an ordinance accepting the annexation and assigning zoning district classifications for the subject parcels, which is scheduled for a first reading only at this meeting. The second and final reading would be scheduled for May 13. We've also prepared an annexation agreement, which is proposed for acceptance by Resolution of the Board. The agreement specifies certain terms and conditions, including the following:

- Village to improve Deer Valley Road to Franky & Louie's site.
- Village to provide regular police protection.
- No requirement for water or sewer connection to the annexed parcels. (Water and sewer is not available to the property at this time.)
 - No prohibitions on construction of decks, patios or similar structures in RV parks, unless such restriction has been adopted by the Sunrise Beach Fire District.
 - No Village acceptance of private streets and drives within development.

I can address these topics further at the meeting if desired. In general, annexation of the Franky & Louie's site represents a significant sales tax boost for the Village. It also represents a significant commitment, especially in the area of law enforcement and police protection. Chief Craig and I have reviewed the pros and cons of annexation at some length, and while we recognize we are taking on significant obligations, we also feel it would ultimately be a net positive for the community. Chief Craig will also attend the meeting and can address questions from the Board if desired.

If you have any questions or want to discuss any of these items further, please don't hesitate to reach out to me.

Thank you,

A handwritten signature in blue ink, appearing to read 'Steve Roth', with a stylized, cursive flourish at the end.

Steve Roth
City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY PRESTIGE LAKEWIDE LLC REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE VILLAGE OF SUNRISE BEACH, MISSOURI; ANNEXING SAID PROPERTY TO THE VILLAGE; ADOPTING ZONING DISTRICT CLASSIFICATIONS FOR THE PROPERTY; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION

WHEREAS, a verified petition requesting annexation into the Village of Sunrise Beach and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the Village pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri; and

WHEREAS, the real estate hereinafter described and described in the petition aforesaid is contiguous and compact to the existing corporate limits of the Village of Sunrise Beach and is located in unincorporated Camden County, Missouri; and

WHEREAS, the Planning and Zoning Commission of the Village of Sunrise Beach reviewed the proposed annexation and proposed zoning district designations for the parcels to be annexed at a public meeting April 1, 2024, and the Commission did by unanimous affirmative vote recommended acceptance of the annexation and zoning district designations as petitioned; and

WHEREAS, a public hearing was held by the Board of Trustees on April 22, 2024 after due notice as required by law, at which any interested person was afforded the opportunity to present evidence regarding the proposed annexation, and no written objection to the proposed annexation, pursuant to Section 71.014 of the Revised Statutes of Missouri, was filed with the Board of Trustees within fourteen days after the public hearing; and

WHEREAS, the Board of Trustees hereby finds and determines that the proposed annexation is reasonable and necessary to the proper development of the Village; the Village has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; annexation of such real estate pursuant to such petition and the Laws of Missouri and the terms set forth and referenced hereinafter is in the best interests of the Village and the current and future owners of such real estate, and that all things required by law to accomplish such annexation have been done; and

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Sunrise Beach, as follows:

SECTION ONE.

Pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri, the real estate described below and owned by Prestige Lakewide LLC is hereby annexed into the Village of

Sunrise Beach, Missouri, and the corporate boundaries of the said Village are hereby extended to include such real estate, to wit:

1. Camden County Parcel 07-1.0-02.3-000.0-001-003.000
2. Camden County Parcel 07-1.0-02.2-000.0-005-016.000
3. Camden County Parcel 07-1.0-02.2-000.0-003-008.000
4. Camden County Parcel 07-1.0-02.2-000.0-003-007.000
5. Camden County Parcel 07-1.0-02.2-000.0-002-047.000
6. Camden County Parcel 07-1.0-02.2-000.0-003-009.000
7. Camden County Parcel 07-1.0-02.3-000.0-001-002.002
8. Camden County Parcel 07-1.0-02.3-000.0-001-002.001
9. Camden County Parcel 07-1.0-02.3-000.0-001-002.000
10. Camden County Parcel 07-1.0-02.2-000.0-005-017.000
11. Camden County Parcel 07-1.0-02.2-000.0-005-015.000
12. Camden County Parcel 07-1.0-02.2-000.0-005-014.000
13. Camden County Parcel 07-1.0-02.2-000.0-005-013.000
14. Camden County Parcel 07-1.0-02.2-000.0-002-023.000
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18. Camden County Parcel 07-1.0-02.2-000.0-002-027.000
19. Camden County Parcel 07-1.0-02.2-000.0-002-026.000
20. Camden County Parcel 07-1.0-02.2-000.0-001-012.000
21. Camden County Parcel 07-1.0-02.2-000.0-005-012.000
22. Camden County Parcel 07-1.0-02.2-000.0-005-011.000
23. Camden County Parcel 07-1.0-01.2-000.0-002-011.003

The subject parcels are further depicted on the attached map “Exhibit A,” and referenced fully herein.

SECTION TWO.

The properties and parcels subject to annexation in Section One are hereby assigned the following zoning district designations:

Annexation Parcel No.	Camden County Parcel No.	Proposed Zoning District classification
1	07-1.0-02.3-000.0-001-003.000	C-2
2	07-1.0-02.2-000.0-005-016.000	C-2
3	07-1.0-02.2-000.0-003-008.000	LFC-3
4	07-1.0-02.2-000.0-003-007.00	LFC-3
5	07-1.0-02.2-000.0-002-047.000	LFC-3

6	07-1.0-02.2-000.0-003-009.000	LFC-3
7	07-1.0-02.3-000.0-001-002.002	C-3
8	07-1.0-02.3-000.0-001-002.001	C-3
9	07-1.0-02.3-000.0-001-002.000	C-2
10	07-1.0-02.2-000.0-005-017.000	C-2
11	07-1.0-02.2-000.0-005-015.000	C-2
12	07-1.0-02.2-000.0-005-014.000	C-2
13	07-1.0-02.2-000.0-005-013.000	C-2
14	07-1.0-02.2-000.0-002-023.000	LFC-3
15	07-1.0-02.2-000.0-002-023.001	LFC-3
16	07-1.0-02.2-000.0-002-025.000	LFC-3
17	07-1.0-02.2-000.0-002-028.000	LFC-3
18	07-1.0-02.2-000.0-002-027.000	LFC-3
19	07-1.0-02.2-000.0-002-026.000	LFC-3
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22	07-1.0-02.2-000.0-005-011.000	C-2
23	07-1.0-01.2-000.0-002-011.003	C-2

SECTION THREE.

The City Clerk is hereby authorized and instructed to cause a certified copy of this Ordinance to be filed with the appropriate officials of Camden County, Missouri, including three certified copies of the to be filed with the Camden County Assessor and Camden County Clerk, and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

SECTION FOUR.

This Ordinance shall be in full force and effect from and after passage and approval.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

APPROVED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

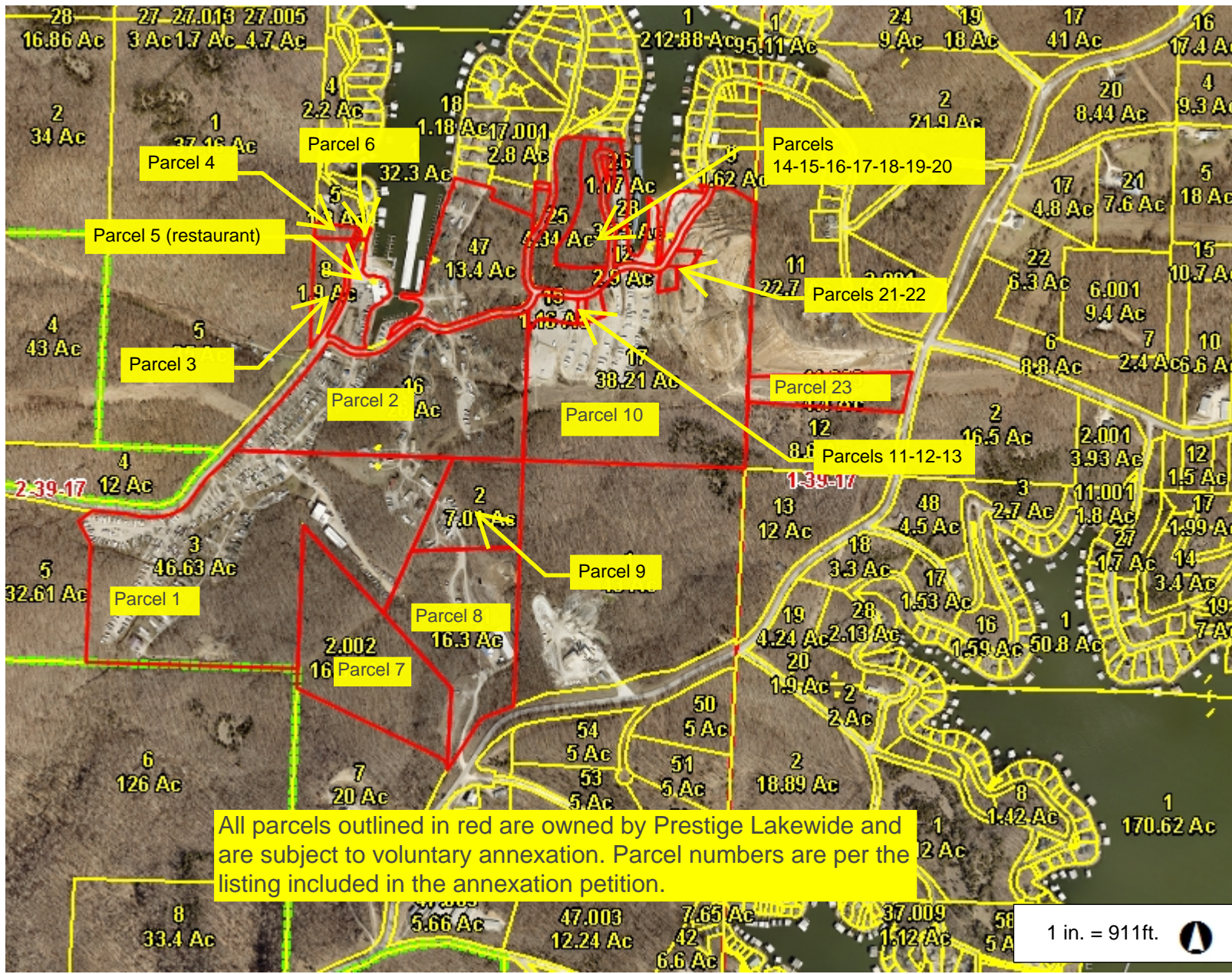
Susan Schneider, Chair

Attest:

City Clerk

Camden County, MO

EXHIBIT A

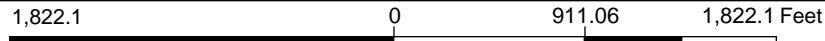


Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Parcel
 - Parcel
- Corporate Limit Line
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Land Hook
 - Section
 - County Boundary

All parcels outlined in red are owned by Prestige Lakewide and are subject to voluntary annexation. Parcel numbers are per the listing included in the annexation petition.

1 in. = 911ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Resolution No. 2024-08

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH PRESTIGE LAKEWIDE LLC PERTAINING TO VOLUNTARY ANNEXATION OF CERTAIN PARCELS AND PROPERTIES INTO THE VILLAGE OF SUNRISE BEACH

WHEREAS, the Village of Sunrise Beach (“Village”) has received a verified petition for voluntary annexation of certain properties owned by Prestige Lakewide LLC (“Prestige”), said petition requesting annexation and zoning classifications of 23 parcels of land into the Village of Sunrise Beach; and

WHEREAS, the Village desires to accept voluntary annexation of the Prestige parcels, subject to certain terms and conditions as hereinafter set out in the attached annexation agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Sunrise Beach, as follows:

1. The Chairman of the Board of Trustees is hereby authorized to execute an annexation agreement with Prestige Lakewide LLC, substantially in the form of the attached Exhibit A, which specifies certain terms and conditions for the voluntary annexation of the Prestige Lakewide LLC parcels.

BE IT FURTHER RESOLVED that the City Clerk and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 22nd day of April, 2024.

Susan Schneider, Chairman

Attest

City Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between the **VILLAGE OF SUNRISE BEACH, MISSOURI**, a political subdivision of the State of Missouri (the “**Village**”), and **PRESTIGE LAKEWIDE LLC**, a Missouri Limited Liability Company (“**Prestige**”).

RECITALS

WHEREAS, Prestige desires to voluntarily annex certain parcels into the Village of Sunrise Beach, subject to certain terms and conditions as hereinafter set out; and

WHEREAS, the Village desires to accept voluntary annexation of the Prestige parcels, subject to certain terms and conditions as hereinafter set out; and

WHEREAS, the execution, delivery and performance of this Agreement on the part of the Village has been authorized and approved by Resolution No. _____, adopted by the Village’s Board of Trustees (the “**Board of Trustees**”) on _____, 2024.

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

1. **Voluntary annexation.**

a) Prestige shall petition the Village for voluntary annexation of the following parcels, as listed below and as further depicted on the attached map. The petition shall be in a form acceptable to the Village and in conformance with Missouri law governing voluntary annexations (RSMo 71.012).

1. Camden County Parcel 07-1.0-02.3-000.0-001-003.000
2. Camden County Parcel 07-1.0-02.2-000.0-005-016.000
3. Camden County Parcel 07-1.0-02.2-000.0-003-008.000
4. Camden County Parcel 07-1.0-02.2-000.0-003-007.000
5. Camden County Parcel 07-1.0-02.2-000.0-002-047.000
6. Camden County Parcel 07-1.0-02.2-000.0-003-009.000
7. Camden County Parcel 07-1.0-02.3-000.0-001-002.002
8. Camden County Parcel 07-1.0-02.3-000.0-001-002.001
9. Camden County Parcel 07-1.0-02.3-000.0-001-002.000
10. Camden County Parcel 07-1.0-02.2-000.0-005-017.000
11. Camden County Parcel 07-1.0-02.2-000.0-005-015.000
12. Camden County Parcel 07-1.0-02.2-000.0-005-014.000
13. Camden County Parcel 07-1.0-02.2-000.0-005-013.000
14. Camden County Parcel 07-1.0-02.2-000.0-002-023.000
15. Camden County Parcel 07-1.0-02.2-000.0-002-023.001

- 16. Camden County Parcel 07-1.0-02.2-000.0-002-025.000
- 17. Camden County Parcel 07-1.0-02.2-000.0-002-028.000
- 18. Camden County Parcel 07-1.0-02.2-000.0-002-027.000
- 19. Camden County Parcel 07-1.0-02.2-000.0-002-026.000
- 20. Camden County Parcel 07-1.0-02.2-000.0-001-012.000
- 21. Camden County Parcel 07-1.0-02.2-000.0-005-012.000
- 22. Camden County Parcel 07-1.0-02.2-000.0-005-011.000
- 23. Camden County Parcel 07-1.0-01.2-000.0-002-011.003

2. **Village to provide regular Police and Law Enforcement services.**

- a) The Village shall provide regular police and law enforcement services to the annexed parcels, in a manner and fashion as is typical of Village police and law enforcement services to other areas within the Village corporate boundaries. The Village Police Department shall provide regular police patrols to and within the annexed parcels, shall respond to calls for service in a timely fashion and without unnecessary delays, and shall maintain open lines of communication between the Chief of Police and department personnel and those persons responsible for the operation and maintenance of the establishments and facilities on the Prestige properties.

3. **Village to Provide for the Improvement of Deer Valley Road.**

- a) The Village agrees to provide for the improvement of Deer Valley Road which accesses the Prestige parcels, the general project scope to be as follows:
 - (i) Improvement of Deer Valley Road from Highway 5 to the Franky and Louie's Restaurant site, including asphalt overlay and resurfacing, striping, ditching and drainage improvements. The road improvements shall be constructed and completed in a timely fashion and without unnecessary delays, but in no event later than September 30, 2024.

4. **No requirement for Village Water and Sewer connections.:**

- a) The Village and Prestige agree and understand that Prestige currently has privately owned water and sanitary sewer service, and that Prestige shall not be required to connect to the Village water or sanitary sewer system as a condition of this Agreement. The parties further agree that Prestige may, at its sole option, connect to the Village water and sewer system at some point in the future, subject to mutual written agreement between parties.

5. **Commercial zoning.**

- a) The Village and Prestige agree and understand that all properties subject to this agreement shall be recommended for certain zoning district classifications, as provided for in the below table. The zoning district classifications shall be

subject to review and recommendation of the Planning and Zoning Commission, and approval by ordinance of the Board of Trustees.

Annexation Parcel No.	Camden County Parcel No.	Proposed Zoning District classification
1	07-1.0-02.3-000.0-001-003.000	C-2
2	07-1.0-02.2-000.0-005-016.000	C-2
3	07-1.0-02.2-000.0-003-008.000	LFC-3
4	07-1.0-02.2-000.0-003-007.00	LFC-3
5	07-1.0-02.2-000.0-002-047.000	LFC-3
6	07-1.0-02.2-000.0-003-009.000	LFC-3
7	07-1.0-02.3-000.0-001-002.002	C-3
8	07-1.0-02.3-000.0-001-002.001	C-3
9	07-1.0-02.3-000.0-001-002.000	C-2
10	07-1.0-02.2-000.0-005-017.000	C-2
11	07-1.0-02.2-000.0-005-015.000	C-2
12	07-1.0-02.2-000.0-005-014.000	C-2
13	07-1.0-02.2-000.0-005-013.000	C-2
14	07-1.0-02.2-000.0-002-023.000	LFC-3
15	07-1.0-02.2-000.0-002-023.001	LFC-3
16	07-1.0-02.2-000.0-002-025.000	LFC-3
17	07-1.0-02.2-000.0-002-028.000	LFC-3
18	07-1.0-02.2-000.0-002-027.000	LFC-3
19	07-1.0-02.2-000.0-002-026.000	LFC-3
20	07-1.0-02.2-000.0-001-012.000	LFC-3
21	07-1.0-02.2-000.0-005-012.000	C-2
22	07-1.0-02.2-000.0-005-011.000	C-2
23	07-1.0-01.2-000.0-002-011.003	C-2

- b) In the event that there are land uses now existing on the subject properties that do not conform to the zoning district regulations as may be approved, such uses shall be considered legal non-conforming uses and shall be permitted to remain in use until discontinued.
- c) Prestige may in the future petition the Village for rezoning of any properties subject to this Agreement. Such rezoning, if requested, shall be subject to the provisions of the Village Zoning Code and Land Subdivision regulations then in effect. Notwithstanding the above, the Village shall not initiate any rezoning of the properties subject to this Agreement without the written consent of the property owner(s).

6. **RV park uses.** Village and Prestige agree and understand that the Village of Sunrise Beach does not currently have any standards for occupancy, building and

construction in RV or Camper parks, and the Village does not inspect such properties or impose any requirements at this time. However, the parties agree that the Village may in the future enact regulations providing minimum standards for such uses. In the event such regulations are considered in the future, the Village agrees as follows:

- a) The Village shall not enact any regulation which includes a prohibition on the construction of decks, patios or similar structures in RV parks, unless such restriction has been adopted and imposed by the Sunrise Beach Fire Protection District.
 - b) The Village shall provide written notice to Prestige in the event any regulations for RV parks or similar uses are proposed for adoption by the Village.
7. **Private streets and roads.** The Village and Prestige agree that Deer Valley Road is the only public street that is subject to Village ownership and maintenance under this agreement. The streets and roads accessing RV Parks and other facilities on the Prestige property and within the area subject to annexation are considered private and are not subject to Village ownership and maintenance. Those streets include, though are not necessarily limited to, the following:
- a) Deer Park Run Drive, Fawn Doe Drive, Doe Buck Road, Storage Lane, Gray House Circ, Grey House Road, Robert Court, CV Hill Road, Picklehead Lane, Barren Drive, Fox Hill Drive, Montgomery Hill Drive, Pump Hill Drive, Lakeland Lane, Cottontail Drive, Horn Drive
8. **Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the parties.
9. **Breach; Compliance.** If any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail or omit to do, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if within thirty (30) days after notice of such default by any party, the party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then any party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by any party hereunder, the non-prevailing party shall pay all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by a party shall apply to obligations beyond those expressly waived.

10. **Notice.** All notices required by this Agreement shall be in writing and shall be served either by United States certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service which obtains a receipt for delivery, with cost paid by the sender. Any notice served by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by overnight delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained from such delivery service. Notices shall be addressed as follows:

If to the Village:

If to the Company:

Village Administrator
PO Box 348
Sunrise Beach, MO 65079

with a copy to:

with a copy to:

Nathan M. Nickolaus
308 E. High St.
Jefferson Village, MO 65101

And

Joseph G. Lauber
Special Counsel
250 NE Tudor Rd.
Lee's Summit, MO 64086

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

11. **Validity and Severability.** It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed

stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid, and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

12. **Time is of the Essence.** Time and exact performance are of the essence of this Agreement.
13. **Choice of Law.** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Camden County, Missouri.
14. **Multiple Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.
15. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. No party may assign its interest in this Agreement without the written consent of the other party; provided, however, that in the event Company or its successors or assigns conveys fee title to the Real Estate from time to time, this Agreement may be assigned to the grantee in such conveyance so long as the grantee assumes in writing the obligations of Company hereunder first arising or accruing after such assignment, and notice of such assignment and assumption is provided to the Village together with a copy of the assignment and assumption agreement.
16. **Estoppel.** Each party agrees to provide to the other party, upon request from time to time, certification in writing, for the benefit of the requesting party, and its actual or prospective lenders, transferees and other interested third parties (i) that this Agreement is in full force and effect, (ii) that there are no defaults or unperformed obligations hereunder on the part of a party (or if such defaults or unperformed obligations are believed to exist, specifying the nature and extent thereof), (iii) a history of sums paid toward the Village Contribution prior to such certification, and (iv) such other matters as may be reasonably requested to be certified, all in form and content as reasonably requested by the requesting party
17. **Continued Cooperation of Parties.** Each party agrees that, upon the request of the other from time to time, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement or in order to allow, subject to applicable law, for confirmation that the Village Contribution has been properly computed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the Effective Date.

VILLAGE OF SUNRISE BEACH, MISSOURI

By: _____
Susan Schneider, Chairman

ATTEST:

Village Clerk

Approved as to form:

Village Attorney

Prestige Lakewide LLC

By:
