

**FIRST AMENDMENT TO RIGHT-OF-WAY DEDICATION AND  
MAINTENANCE AGREEMENT**

**THIS FIRST AMENDMENT** (this "Amendment") is entered into on this 31 day of March, 2026, by and between **THE CITY OF JACKSON, MISSOURI**, a municipal corporation organized and existing under the laws of the State of Missouri (the "City"), and **MAEVERS INVESTMENTS, LLC**, a Missouri limited liability company (the "Developer").

**RECITALS**

**WHEREAS**, the City and the Developer entered into that certain Agreement dated May 21, 2018 (the "Original Agreement"), attached hereto and made a part hereof as Exhibit A, relating to the dedication of certain right-of-way for South Donna Drive (as described in the M.I. Third Subdivision plat) and the allocation of maintenance responsibilities therefor; and

**WHEREAS**, pursuant to the Original Agreement, the Developer dedicated the right-of-way to the City, but the City's obligation for ongoing maintenance of the right-of-way (including the area within the parking lot between Jackson Boulevard and Kimbel Lane) is deferred until such time as the City determines to construct a full roadway therein; and

**WHEREAS**, the City desires to undertake certain limited improvements within the dedicated right-of-way for safety and visual definition purposes, specifically: (i) repair of failed or deteriorated concrete by patching a large hole, and (ii) pavement marking/stripping to delineate potential traffic lanes, without reconstructing or building a full roadway section; and

**WHEREAS**, the parties desire to amend the Original Agreement to authorize the City to perform such limited work at its expense, while expressly confirming that such work shall not constitute "construction of a roadway" or otherwise trigger the City's full ongoing maintenance obligations under the Original Agreement; and

**WHEREAS**, the parties mutually agree that this Amendment is in the best interests of public safety, efficient use of the right-of-way, and preservation of the original intent of the parties.

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

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Amendment to Maintenance Provisions.** The Original Agreement is hereby amended by adding the following new paragraph at the end thereof:

"Notwithstanding any provision to the contrary, the City may, at its sole discretion and expense, perform or cause to be performed limited maintenance and improvement work within the Dedicated Right-of-Way, consisting solely of: (a) repair or patching of existing failed or deteriorated concrete surfaces, and (b) application of pavement markings, striping, or other visual delineations to define potential traffic lanes or improve safety and usability within the existing parking lot/right-of-way area between Jackson Boulevard and Kimbel Lane. Such work shall not constitute 'construction of a roadway' or any equivalent trigger under this Agreement, and shall not obligate the City to assume full or ongoing maintenance responsibility for the Dedicated Right-of-Way beyond the scope of the specific work performed. The Developer shall remain responsible for all other maintenance obligations as set forth in the Original Agreement until such time as the City affirmatively elects to construct a full roadway, at which point the original maintenance trigger shall apply."

3. **No Other Changes.** Except as expressly amended herein, all terms and conditions of the Original Agreement remain in full force and effect and are ratified and confirmed. In the event of any conflict between this Amendment and the Original Agreement, the terms of this Amendment shall control.

4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (including PDF) shall be deemed valid and binding.

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

[Signatures to follow]


**CITY OF JACKSON, MISSOURI**

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**MAEVERS INVESTMENTS, LLC**

By:   
Name: James E. Mabry  
Title: managing member



**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of May, 2018, by and between **CITY OF JACKSON, MISSOURI**, a *municipal corporation*, hereinafter referred to as "City," and **MAEVERS INVESTMENTS, LLC**, a *Missouri limited liability company*, hereinafter referred to as "Developer,"

**WITNESSETH:**

**WHEREAS**, the Developer has submitted the plat for M.I. Third Subdivision (which is attached hereto as Exhibit A) and said plat shows the dedication of a necessary roadway right-of-way required in the Major Street Plan of the City; and

**WHEREAS**, in consideration for said dedication of roadway right-of-way, the parties have reached certain agreements which they wish to memorialize herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **DEDICATION OF ROADWAY RIGHT-OF-WAY.** The Developer has submitted its plat for M.I. Third Subdivision and, with the completion of the acceptance of said plat, the City will receive a roadway right-of-way through Developer's property which roadway right-of-way is required in the Major Street Plan of the City. Said roadway right-of-way is shown on Exhibit A as the roadway right-of-way connecting East Jackson Boulevard and Kimbel Lane.

2. **PAYMENT FOR ROADWAY RIGHT-OF-WAY.** The Developer waives any direct payment for said roadway right-of-way and waives any claim it may have against the City for eminent domain or condemnation of said roadway right-of-way.

3. **STATUS QUO TO CONTINUE UNTIL SPECIFIC ACTION BY THE CITY.** The area that is shown on the roadway right-of-way on Exhibit A has been used by the general public as a "cut-through" on the Developer's parking lot for many years. The City assumes no responsibility to maintain or repair the Developer's parking lot pavement. The City will have no obligation to make any repairs to the parking lot pavement until such time as the City budgets and schedules the construction of the roadway. The timing of the construction of the roadway shall be in the absolute discretion of the City. Until such time as the City constructs the roadway, the status quo shall continue and any repairs to the parking lot pavement will be solely at the discretion of the Developer or the Developer's successors in interest and if made will be the responsibility of the Developer or the Developer's successors in interest. Until such time as the City constructs the roadway, the Developer or the Developer's successors in interest shall retain control over the traffic flow within and along its parking lot in the same manner as previously exercised by the Developer. At such time as the City constructs the roadway, the City will be responsible for the roadway maintenance in the same manner as other city roadways. At all times the maintenance of the parking lot pavement will be the responsibility of the Developer or the Developer's successors in interest.

4. **CITY'S RESPONSIBILITIES.** Once the City has constructed said roadway, all costs of maintenance of said roadway shall be the sole responsibility of the City. The City agrees to seek no compensation or reimbursement or contribution from the Developer or the Developer's successors in interest for the paving, improvement, care, maintenance, or upkeep of said roadway.

5. **CURB CUTS.** The parties acknowledge the importance of curb cuts along said roadway in order to enhance the economic development of the area. The Developer or the

Developer's successors in interest and other adjoining property owners will be consulted and given necessary curb cuts unless the City has safety related reasons to deny a curb cut. Once the roadway is built with the desired curb cuts, changes shall not be made without good cause approved by the City.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the parties, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

7. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

8. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

9. **USAGE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

10. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

11. **RELATIONSHIP.** The relationship between the parties at all times shall remain solely that of City and Owner and shall not be deemed a partnership or joint venture.

12. **PROVISIONS.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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



CITY:

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_

Mayor

ATTEST:

Roger Walker  
City Clerk

**DEVELOPER:**

MAEVERS INVESTMENTS, LLC

By:   
James K. Maevers, Managing Member

