

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this ____ day of August, 2025, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as the "City," and **CAPE GIRARDEAU COUNTY, MISSOURI**, a political subdivision of the State of Missouri, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the City has received from the Missouri Highways and Transportation Commission ("MHTC") certain real property designated as Tracts 1, 2, 3, and 4, as more particularly described in the Quit Claim Deed from MHTC to the City, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City desires to transfer Tracts 1, 2, 3, and 4 to the County by Quit Claim Deed; and

WHEREAS, the County's receipt and use of Tracts 1, 2, 3, and 4 for a parking lot accomplishes a public purpose by providing additional public parking needed for the uptown business district in the City; and

WHEREAS, the County desires to receive Tracts 1, 2, 3, and 4 for the purpose of constructing and maintaining a parking lot; and

WHEREAS, the City and the County previously entered into a Memorandum of Understanding dated December 9, 2024, addressing initial construction of the parking lot, attached hereto and incorporated herein as Exhibit C; and

WHEREAS, the City and the County desire to set forth the terms and conditions governing the transfer of the Tracts and the construction and use of the parking lot.

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

1. **Transfer of Property.** The City shall transfer Tracts 1, 2, 3, and 4, as described in the Quit Claim Deed from MHTC to the City (Exhibit A), to the County by Quit Claim Deed. The transfer shall be completed within thirty (30) days of the execution of this MOU, subject to the satisfaction of all conditions herein.
2. **Purpose and Use of Property.** The County shall use Tracts 1, 2, 3, and 4 solely for the construction and maintenance of a parking lot, as depicted in Exhibit B, which is attached hereto and incorporated herein.

3. **Compliance with City Code.** The County agrees to comply with all applicable provisions of the City of Jackson Code of Ordinances, including but not limited to:
- **Section 65-13 (2):** The County shall ensure that the parking lot complies with the off-street parking and loading regulations set forth in Section 65-22, including requirements for lighting, which shall be top-shielded, downward-directed, and sized to illuminate only the parking area, as specified in Section 65-22(f).
 - **Section 65-13 (1) rr. 19:** The County shall install a privacy fence separating the parking lot from any adjacent residential district, as required because the parking lot is located fifty (50) feet or less from a residential district, as measured to the property lines.
4. **Public Access to Parking Lot.** The County agrees not to restrict public use of the parking lot, except that the County may designate and restrict up to ten (10) parking spots for its exclusive use, which spots so designated by the County shall not be available for public access.
5. **No Payment for Transfer.** The City shall transfer Tracts 1, 2, 3, and 4 to the County without payment or other financial consideration from the County.
6. **Construction Costs.** The County shall be solely responsible for all costs associated with the construction, maintenance, and operation of the parking lot.
7. **Location and Construction Plans.** The parking lot shall be constructed on Tracts 1, 2, 3, and 4 as depicted in Exhibit B and in accordance with the preliminary design plans shown in Exhibit D.
8. **Entire Agreement.** This MOU contains the entire agreement of the parties and supersedes any prior agreements or understandings, whether written or oral, except for the Memorandum of Understanding dated December 9, 2024 (Exhibit C), which remains in effect to the extent it does not conflict with this MOU. This MOU may be altered, amended, or modified only by a written instrument executed by both parties.
9. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Missouri.
10. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, distributees, successors, and assigns.
11. **Severability.** If any provision of this MOU is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

12. **Cumulative Remedies.** The rights and remedies provided by this MOU 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. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk



County of Cape Girardeau, Missouri:

Clint Tracy, Presiding Commissioner

ATTEST:

Kara Clark Summers, County Clerk