

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED SEPTEMBER 8, 2021**

THIS ADDENDUM to the Memorandum of Understanding dated September 8, 2021, effective as of the date on which the parties hereto execute this Addendum, does hereby amend, supplement and modify that original Memorandum of Understanding entered into by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as “**City**” and **PATRICIA LOUISE MATTHEWS**, hereafter referred to as “**Former Property Owner**,” f/k/a “**Property Owner**” of which **THE 1525 KIMBELAND DRIVE TRUST DATED OCTOBER 14, 2021**, hereinafter referred to as “**Current Property Owner**,” is a lawful successor and assign of the Former Property Owner, **WITNESSETH:**

WHEREAS, the Former Property Owner was the owner of real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, more particularly described as follows:

Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri.

and

WHEREAS, the City and the Former Property Owner entered into a Memorandum of Understanding dated September 8, 2021 which required, among other things, the City’s removal of a gravel access road and lift station and the Former Property Owner’s execution of a Utility Easement Deed of Dedication. A copy of the Memorandum of Understanding entered into between the City and Former Property Owner is attached hereto and made a part hereof as Exhibit A, and

WHEREAS, the Former Property Owner executed a Deed of Dedication of Utility Easement which is attached hereto and made a part hereof as Exhibit B, and

WHEREAS, the Former Property Owner did sell the real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, and more particularly described as above, to the Current Property Owner, and

WHEREAS, the Current Property Owner desires to amend, supplement and modify a portion of the original Memorandum of Understanding as it relates to the removal of the access road leading to the lift station.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledge by the parties, it is agreed that the original Memorandum of Understanding dated September 8, 2021 is hereby amended, supplemented and modified, as follows:

1. The City shall remove only that portion of the gravel access road from the Current Property Owner's real estate as has been staked and as shown in the photograph attached hereto and made a part hereof as Exhibit C.
2. As to that portion of the gravel access road that is removed, the City will remove the stone edging along that road and stockpile it on the Current Property Owner's land.
3. As to that portion of the gravel access road that remains, the parties agree that the City will not remove the stone edging along that road.
4. The City agrees that it will use only its utility easements to access its utilities located on the Current Property Owner's land. That portion of paragraph two (2) of the original Memorandum of Understanding requiring the City to obtain the Current Property Owner's express permission for the City to access its utility easements is void.
5. In return for the reduction to the amount of access road the City is required to remove, the City agrees to pay and the Current Property Owner agrees to accept the sum of

_____ Dollars (\$_____) with said amount to be paid by the City to the Current Property Owner within thirty (30) days from the date of this Addendum.

6. All other provisions of the original Memorandum of Understanding dated September 8, 2021 that are not amended, supplemented or modified herein, shall remain in full force and effect.

7. The City and the Current Property Owner acknowledge that they have read and agreed to the terms and conditions of this Addendum, and it is understood that this Addendum will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

DATE: _____

The 1525 Kimbeland Drive Trust dated October 14, 2021

Thomas M. Knott, Trustee

Sue E. Ulrich, Trustee