MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is effective on this 12th day of September, 2016, by and between the **CITY OF JOPLIN, a Missouri Municipal Corporation** ("City") and **Wildwood Ranch LLC,** a Missouri limited liability company having its principal place of business in Joplin, Missouri, ("Wildwood") (each entity individually referred to herein as a "Party" and all entities collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Wildwood and City entered into an agreement executed on January 15, 2009 for Sanitary Sewer Construction and Treatment Services and Annexation;

WHEREAS, the City has been awarded Federal Economic Development Administration (herein called the "EDA") funds for library and infrastructure improvements through EDA Award #05.79.05345; and

WHEREAS, the City wishes to engage Wildwood to assist the City in utilizing such funds for economic development activities to include improvements to 32nd Street, Sanitary Sewer, and Emergency Air Siren infrastructure;

WHEREAS, the EDA grant does not pay for the Environmental Assessments for the project, and Wildwood Ranch LLC has agreed to pay for those costs.

NOW, THEREFORE, it is agreed between the parties hereto that;

UNDERSTANDING

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

1. **Purpose.** The purpose of this MOU is to set forth in writing the Parties' understanding with regard to establishing and constructing the sanitary, street, emergency air siren and other infrastructure improvements, and to define the terms and conditions, and describe each party's rights and obligations, in connection therewith.

2. **Subject to Approval.** This MOU is made, entered into, and executed by the Parties subject to review and the approval of the City Council of the City of Joplin ("Council").

3. **Wildwood Obligations.** Wildwood will be responsible for reimbursing the City of Joplin for all EDA ineligible predevelopment costs incurred to include the environmental assessment (EA) required by the EDA. City will invoice Wildwood for

reimbursement of the total EA costs incurred. All invoices shall be accompanied with documentation supporting the requested reimbursement. Wildwood shall submit payment in full of the invoiced amount within thirty (30) days from the date the invoice was mailed. In the event the project is not funded or is abandoned by the City or EDA, Wildwood shall still be responsible for all payments due hereunder.

4. **City's Obligations.** Within thirty (30) days of EDA approval of EA, City will proceed with design of the aforementioned infrastructure improvements and bear responsibility for one hundred percent (100.00%) of the total costs associated with the street, sanitary and air siren infrastructure improvements as approved by EDA,

5. **Mutual Recognition.** Both parties anticipate the total cost of 32nd Street, Sanitary Sewer, and Emergency Air Siren Environmental Assessments should be approximately Twenty-Five Thousand Dollars ($25,000.00). It is unlikely, but possible, that costs could exceed this amount. Wildwood agrees to pay any additional amounts over and above the estimated Twenty-Five Thousand Dollars ($25,000.00).

6. **Conditions.** Notwithstanding the foregoing understandings or anything to the contrary in this MOU, the parties agree that the terms and conditions herein, and the rights and obligations of the Parties herein, are predicated on the receipt of approval described in Section 2. In the event such approval is not obtained, the Parties agree to terminate this MOU and any related documents and agreements and to discontinue further actions in connection with the aforementioned infrastructure improvements.

7. **Miscellaneous.**

a. Modification. This MOU is in addition to the agreed upon terms executed January 15, 2009 Agreement for Sanitary Sewer Construction and Treatment Services and Annexation with Wildwood, and this Agreement does not modify or alter that Agreement in any manner. Any waiver, modification, or amendment of any provision of this MOU will be effective only if in writing and signed by the Parties hereto.

b. Assignment. No Party may assign its rights or delegate its duties under this MOU (including by merger or other operation of law), either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void.

c. Notices. Any notices under this MOU must be in writing and sent by hand delivery, by certified mail, return receipt requested, or by overnight mail to the applicable Party at the address set forth below, or to such other address provided by a party from time to time. Such notice will be effective upon receipt.

To City:

Public Works Director
City of Joplin
602 S. Main
Joplin, Missouri 64801

To Wildwood:

Mr. Jimmer Pinjuv
Wildwood Ranch L.L.C.
1032 Antelope Road
Joplin, Missouri 64804

d. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

e. Delivery. This MOU may be signed and delivered by the email exchange of signed signatures pages, with the same force and effect as the exchange of original signatures.

f. Headings. The headings in this MOU are for convenience only and shall not in any way affect the interpretation or enforceability of this Agreement.

g. Severability. If any provision of this MOU is for any reason found to be unenforceable, it shall be modified to reflect the fullest enforceable intent of the Parties, or if such modification is not possible, it shall be severed, and the remainder of the MOU will continue in full force and effect.

h. Special Conditions. All infrastructure and improvements will be owned and controlled by the City of Joplin including Facilities, Structures, Easements and Right-of-Way. Wildwood will continue to adhere to the annexation schedule as agreed in the January 15, 2009 Agreement for Sanitary Sewer Construction and Treatment Services and Annexation.

i. Contingent on City County approval. This Agreement is contingent on the approval of the Joplin City Council.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the date first set forth above and each Party hereby represents and warrants that its respective signatory whose signature appears below has been and is fully authorized by all necessary and appropriate actions to execute this MOU.

CITY OF JOPLIN

By: _____

Name: _____

Title: _____

WILDWOOD, WILDWOOD RANCH LLC

By: _____

Name: James Pinjuv

Title: Manager