

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and the ***CAPE LAND & DEVELOPMENT, LLC***, hereinafter referred to as “**Developer**,” **WITNESSETH:**

WHEREAS, the Developer is developing subdivisions known as Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 within the City; and

WHEREAS, City street access and certain City utilities are not available within a reasonable distance of these locations, and

WHEREAS, the Developer desires to develop streets and utilities to serve the development; and

WHEREAS, the City desires to cooperate with the Developer to facilitate development of this property; and

WHEREAS, the parties have reached certain agreements concerning the aforesaid project and desire to memorialize the agreement between them in writing.

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, it is mutually covenanted and agreed as follows:

1. The Developer will plat and develop residential subdivisions within the city limits of Jackson, Missouri, known as Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 in accordance with all laws and regulations of the City of Jackson, other than as specifically modified herein.

2. ~~The Developer will construct a private sewage collection and disposal system to adequately serve all lots in the subdivisions, and will provide for ongoing ownership, operation, and maintenance of the sewage collection and disposal system and appurtenant fixtures.~~

3. The Developer will construct an electric system ~~and street lighting system to adequately to serve the required street lighting system and all lots in the subdivisions with 200 amp service.~~ Electric supplier will be Ameren UE or other public electric utility as regulated by the Missouri Public Service Commission.

4 The Developer will construct a publicly accessible private two-lane street system with sidewalks, designed to serve large emergency vehicles, fully loaded trash trucks, fully loaded concrete trucks, and other heavy equipment used for construction and maintenance of utilities and residential properties.

5. The Developer is not responsible for developing any two-lane bridges in Phase 8 and Phase 9.

6. The Developer will ensure unrestricted access during construction of Phase 8 and 9 to these subdivisions through the area outside city limits for provided city services, other utility and emergency services, and the public. Developer is not responsible for any access once the subdivision has been constructed and/or developed.

7. The City will have no responsibility for current or future ownership, operation, operational costs, upgrade, repair, or maintenance of the ~~sewer system~~, **street system**, electric system, street lighting system, and stormwater infrastructure. **The City shall have no responsibility for snow plowing, street sweeping, and removal of dirt, mud, or debris.** Dissolution of a homeowner's association responsible for ongoing maintenance of these or other facilities will not commute any of these responsibilities to the City of Jackson.

8. The Developer will have no responsibility for future ownership, operation, operational costs, upgrade, repair, or maintenance of the **street system**, electric system, street lighting system, and stormwater infrastructure after Developer transfers the lots in Phase 8 and Phase 9 to the Savers Farm HOA.

7. This Memorandum of Understanding will be recorded with the Cape Girardeau Recorder of Deeds under the names of Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 and shall be referenced in private subdivision restrictions for each subdivision.

8. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding 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.

9. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

10. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

11. In case any one or more of the provisions contained in this Memorandum of Understanding 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 Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. The rights and remedies provided by this Memorandum of Understanding 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 Memorandum of Understanding as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

CAPE LAND & DEVELOPMENT, LLC:

Brandon O. Williams
Sole Memeber