

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is entered into on the date of the last signatory noted below, (the “Effective Date”), by and between **Boone County, Missouri**, a first-class, statutory county (“County”), and the **City of Columbia, Missouri**, a municipal corporation (“City”).

WHEREAS, County owns approximately 135.9 acres that are currently known as the CMEC/Boone County Fairgrounds, located East of Highway 63, and at the east end of Brown School Road (the “Fairgrounds Property”), generally depicted as Tract #1 on the survey recorded at Book 4852, Page 155 Boone County records, a copy of which is attached hereto as Exhibit A; and

WHEREAS, portions of Tract #1 are subject to certain lease arrangements to United Parcel Service and Veterans United through December 31, 2022 (both as approved in Boone County Commission Order 260-2019), and for the duration of their respective leases any plans involving those leased portions of Tract #1 will need to include establishing a mutually-acceptable arrangement with those tenants; and

WHEREAS, County intends for the Fairgrounds Property to be used for public recreation purposes which may include staff offices for Parks and Recreation Department, Convention and Visitors Bureau, facility maintenance and/or other recreation or tourism related activities, and City has the ability to develop the Fairgrounds Property for such public recreation purposes; and

WHEREAS, County intends to facilitate this project for the benefit of the public with certain conveyances of its Property, on terms and conditions set forth more fully herein; and

WHEREAS, County currently maintains a portion of the MKT trail from Jay Dix Station near Scott Blvd. to a point where City’s maintenance resumes and the parties intend for the City to assume all MKT trail maintenance responsibilities that were previously undertaken by County such that County will no longer maintain any portion of the MKT trail as the City has superior equipment, expertise, and resources for trail maintenance activities.

NOW THEREFORE, in light of the above-stated recitals, the parties propose the following:

1. **Purpose.** The purpose of this Memorandum of Understanding is to set forth the general expectations of the County and City to facilitate a land transaction of the Fairgrounds Property from the County to the City so that the City can develop the property for such public recreation purposes and to memorialize the transfer of maintenance obligations from the County to the City of those portions of the MKT trail currently maintained by the County.
2. **Memorandum of Understanding.** This MOU evidences the intention and desire of County and City to commit their time and financial resources to enter into definitive

agreements negotiated, authorized, and entered into by County and City to transfer the Fairgrounds Property and create a Maintenance Agreement regarding the MKT trail.

3. **Contemplated County Conveyances, Leases, Agreements, and other Actions.** It is contemplated that the County and City will enter into real estate contracts, exchange deeds, enter into maintenance agreements, and take such other actions reasonably necessary to facilitate the goals set out in this Agreement. Land transactions will be pursuant to fully-executed real estate contracts drafted for that purpose and approved by the relevant parties thereto. The transactions contemplated include the following:
- a. A conveyance of Tract #1 from the County to the City via Special Warranty Deed for the City to own the fee simple interest for so long as the City uses the property for public recreation purposes.
 - b. If requested by City, County will take steps to disincorporate the Boone County Fairgrounds Regional Recreation District.
 - c. County will take steps to convert the public roads in Tract #1 into private drives.
 - d. City will provide reasonable assurances to VU and UPS upon request that their leasehold interest will be protected through the end of the current lease term (December 31, 2022) with rental payments under those leases continuing to the owner of the property. The owner of the property will also be responsible for the dusk-to-dawn lights metered by Boone Electric.
 - e. City will agree that upon request from the Boone County Fair, Inc., it will make available annually, at no charge, for a period of at least ten (10) days, a minimum 23-acre portion of the Fairgrounds Property for the purpose of conducting the Boone County Fair on the Fairgrounds Property. This agreement to license, however, shall expire if the Boone County Fair, Inc., does not exercise its rights under this agreement and locate the fair at the Fairgrounds Property within two (2) years of the date of this Agreement and annually thereafter. City and Boone County Fair, Inc., will enter into an operating agreement regarding the return of the Boone County Fair and possibly other Boone County Fair, Inc. related events. City shall not be required to undertake any obligation for maintenance of any structures occupied by the Boone County Fair.
 - f. With respect to Tract #2 as shown in the survey recorded at Book 4852, Page 155 Boone County records, County intends to continue to use said Tract #2 for County purposes and any eventual sale of said Tract will be at a time and under the conditions determined by the County Commission. Should the County decide to dispose of Tract #2 at some future date, however, it will do so via a sale process that includes a public auction component and County will

specifically notify City of said auction so that City can participate in the auction as the City deems appropriate. County agrees it will annex Tract #2 into the city limits prior to sale or development of Tract #2 and all development will be done in conformity with the city code.

- g. County and City will enter into a maintenance agreement in which City will agree to undertake County's current maintenance obligations on the MKT Trail. The parties will create an exhibit clearly depicting the areas of the trail over which the City will begin to undertake maintenance with the goal that County will no longer maintain any portion of the MKT trail. Nothing contained herein shall prohibit City from relocating any portion of the MKT and, if relocated, City maintenance of the portion of the MKT on County property will end.
4. **Termination.** Any party may terminate this non-binding MOU with thirty (30) days written notice.
5. **No Waiver of Immunities.** Nothing herein shall be construed as a waiver or limitation of the City's or County's rights or defenses with regard to the City's and County's statutory, sovereign, governmental, or official immunities provided by operation of federal or state law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written below.

BOONE COUNTY, MISSOURI
Through Its County Commission By:

Daniel K. Atwill, Presiding Commissioner

Dated: _____

ATTEST:

Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse, County Counselor

CITY OF COLUMBIA, MISSOURI

By:

John Glasscock, City Manager

Dated: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Exhibit A
Fairgrounds Property Boundary Survey
Dated January 30, 2018

