

MEMORANDUM OF UNDERSTANDING TO EXCHANGE LAND

This Memorandum of Understanding to Exchange Land (MOU) is made and entered into this ____ day of _____, 2024, by and between Taney County Ambulance District, a Missouri political subdivision (TCAD) and the City of Branson Missouri, a municipal corporation organized under the laws of the State of Missouri (Branson), referred to individually or collectively as "Party" or "Parties".

WHEREAS, TCAD owns the property known as 303 Cedar Street, Branson, Missouri 65616, with a Locator Number 18-1.0-02-004-005-001.000 as depicted in **Exhibit A** (the TCAD Property);

WHEREAS, Branson owns property known as 3500 Keeter Street, Branson, Missouri 65616, with a Locator Number 07-7.0-35-000-000-030.000, as depicted in **Exhibit B** (the Branson Property).

WHEREAS, TCAD and Branson each desires to exchange their respective property with the other so that after the exchange, TCAD will own the Branson Property and Branson will own the TCAD Property;

WHEREAS, TCAD wishes to continue to use their building on the TCAD Property for two years from the date of this MOU while developing the Branson Property and the City is willing to agree to this; and

NOW THEREFORE, the Parties desire to enter into this non-binding mutual Memorandum of Understanding that is subject to the execution of definitive documents for the contemplated transactions as described herein. No agreement among the Parties should be construed from the existence of this MOU, or the subsequent conduct of the Parties prior to the execution of definitive documentation for the contemplated transactions as described herein.

TCAD and Branson agree to enter into discussions whereby the Parties will exchange their respective property –The Branson Property to TCAD, and The TCAD Property to Branson as follows:

1. The Parties shall exchange evenly the properties with each other.
2. TCAD will be permitted to remain in the TCAD Property for two years to permit time for the construction of its new facility on the Branson Property.
3. The necessary documents shall be created for the property exchange, and, upon the exchange, the Parties shall enter into a lease agreement whereby TCAD shall lease back the TCAD Property for a period of not more than 18 months to permit TCAD time to construct its new facility on the Branson Property. The Lease shall terminate upon the earlier of TCAD's relocation of its facilities to the Branson Property or 18 months.

THIS IS A NON-BINDING MEMORANDUM OF UNDERSTANDING

The Parties agree to enter into discussion to further the land exchange transaction as contemplated above.

**TANEY COUNTY
AMBULANCE DISTRICT**

CITY OF BRANSON, MISSOURI


By: _____
Its: _____
Date: _____

Larry D. Milton Date
Mayor

ATTEST:

Hillary Briand
City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

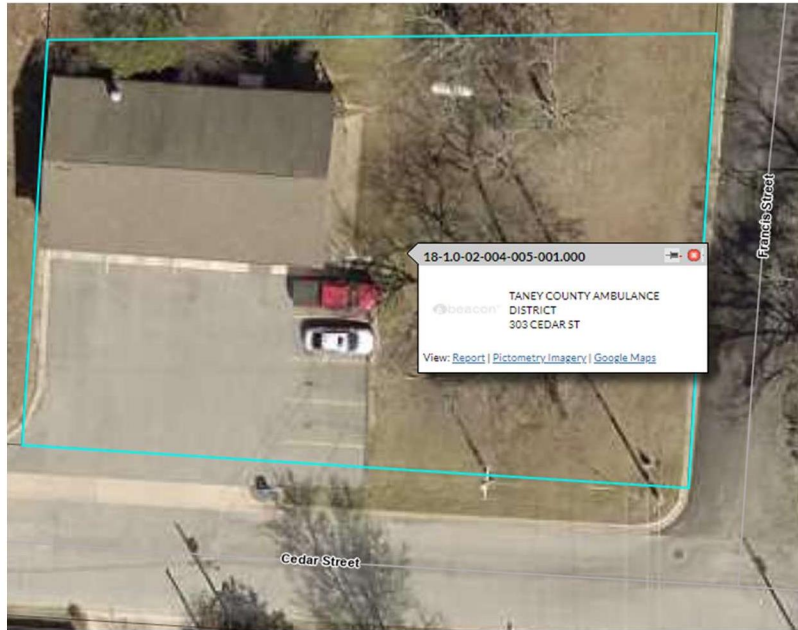


EXHIBIT B



GREEN MOUNTAIN DR

KEETER ST

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