LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between Missouri-American Water Company, a Missouri Corporation, hereinafter referred to as "Lessor", and City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Lessee", and with Lessor and Lessee hereinafter referred to collectively as "the Parties."

WHEREAS, Lessor is the owner of certain land located in the area commonly known as Grand Falls and legally described on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Lessee desires to lease a portion of said real estate, generally depicted on Exhibit B, attached hereto and incorporated by reference, hereinafter referred to as "the Premises," for the purpose of offering parks and recreation services to the public.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The original term of this Lease shall commence on September 6, 2023, hereinafter referred to as "the Effective Date." The term of this Lease shall be for twenty-five (25) years, from September 6, 2023, to September 5, 2048. This Lease shall automatically renew for up to one (1) successive term of twenty-five (25) years, for a total of fifty (50) years, under the same terms and conditions, unless terminated sooner pursuant to the terms of this Lease.

3. Premises. Lessor leases to Lessee and Lessee leases from Lessor, certain land located in the area commonly known as Grand Falls and generally depicted on Exhibit B, attached hereto and incorporated by reference, hereinafter referred to as "the Premises." Lessee shall be responsible for creating a formal legal description for the Premises after construction of the improvements described in paragraph 5 herein. The Premises does not and shall not include any portion of Shoal Creek, the dam, or the waterfall.

4. Rent. Intentionally omitted.

5. Use of Premises by Lessee. Lessee is a Missouri Municipal Corporation and the Premises shall be used solely by Lessee and solely for the purposes described herein, unless written permission is given by an authorized representative of Lessor. Lessee shall use the Premises solely for the purpose of offering parks and recreation services to the public. Parks and recreation services means and is limited to the construction, maintenance, and repair of public parking, restrooms, trails, and overlook platforms. Parks and recreation services excludes any activities in or on Shoal Creek, the dam, or the waterfall, including swimming, diving, canoeing, kayaking, rafting, tubing,

and fishing. Lessee shall obtain Lessor's prior written approval for the construction of any new improvements, which shall not be unreasonably withheld.

6. Use of Premises by Lessor. Lessor is a Missouri Corporation and shall retain the right to use the Premises in any way that is not inconsistent with Lessee's right of use.

7 Fixtures and Alterations. Lessor and Lessee hereby agree that the Premises are Leased in an "AS IS" condition. If this Lease is terminated, Lessee may remove its improvements so long as Lessee repairs any resulting damage.

8. Damage or Destruction of Leased Premises. In the event that the Premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, then this Lease shall be automatically terminated.

9. Default. In the event of any failure by either party to perform any of the terms, conditions, or covenants of this Lease to be observed or performed by said party for more than ninety (90) days after written notice of such default shall have been given to said party, then the other party may terminate this Lease.

10. Subordination. This Lease is subject to and subordinate to any deed of trust, mortgage, or other security device now or hereafter placed upon the Premises, to any advances made on the security thereof, and to any modifications, extensions, or renewals thereof.

11. Amendments. The covenants and obligations herein contained are the full and complete terms of this Lease, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Lease.

12. Assignment. This Lease, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of Lessor.

13. Choice of Law and Venue. This Lease has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

14. Compliance with Laws. Lessee shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

15. Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

16. Entire Agreement. This Lease (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

17. Headings. The headings of paragraphs in this Lease are for convenience only. The headings form no part of this Lease and shall not affect its interpretation.

18. Lessee Insurance. Lessee shall secure and maintain at its own cost and expense, throughout the duration of this Lease, insurance of such types and in such amounts as may be necessary to protect it and the interests of Lessor against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Lease. Such policies shall name Lessor as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). This provision shall not operate as a waiver of sovereign immunity.

19. Lessor Insurance. Lessor shall secure and maintain at its own cost and expense, throughout the duration of this Lease, insurance of such types and in such amounts as may be necessary to protect it and the interests of Lessee against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Lease. Such policies shall name Lessee as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to Lessor and Lessee at the addresses as follows:

City of Joplin, Missouri	Missouri-American Water Company
ATTN: City Manager	ATTN:
602 S. Main St.	727 Craig Rd
Joplin, MO 64801	Saint Louis, MO 63141

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Representations. The signatories hereto represent and warrant that they have read this Lease, that they are fully authorized in the capacities shown, that they understand the terms of this Lease, and that they are executing the same voluntarily and solely for the consideration described herein.

22. Severability. If any of the provisions of this Lease shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Lease shall not be effected thereby. Any illegal or invalid provision of this Lease shall be severable and any other provisions shall remain in full force and effect.

23. Third-Party Beneficiaries. This Lease shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

24. Waiver. Waiver of any provision of this Lease or breach of this Lease shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Lease. Failure by one of the parties to this Lease to assert its rights for any breach of this Lease shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

LESSOR	**LESSEE**
Missouri-American Water Company	City of Joplin, Missouri
_____	_____ Nick Edwards, City Manager
ATTEST	ATTEST
_____	_____ Holly Nagy, City Clerk