PATH MAINTENANCE AGREEMENT

This Path Maintenance Agreement ("Agreement") is made effective as of _____ _____, 2018 ("Effective Date") by and among **Northpark Mall/Joplin, LLC**, a Delaware limited liability company (the "Mall"); **Missouri Southern State University**, a Missouri state university (the "University"); and **The City of Joplin Missouri**, a municipal corporation (the "City") (each a "Party" and collectively the "Parties").

WHEREAS, the Mall owns the real property described on **Exhibit A** as the "Mall Property";

WHEREAS, the University owns the real property described on **Exhibit A** as the "University Property" (the Mall Property and the University Property are collectively the "Property");

WHEREAS, the City has acquired property interests from the Mall and the University to construct a pedestrian and bicycle path across the Property as depicted on **Exhibit B** (the "Path"); and

WHEREAS, the Parties wish to establish certain obligations for the City to maintain the Path;

NOW THEREFORE, in consideration of the mutual benefits set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City shall perform all construction, maintenance, repairs and replacements as necessary to maintain the Path in a safe condition, including but not limited to maintenance of the surface of the Path, and shall maintain all unpaved areas with grass or other landscape materials compatible with the adjacent Property. Except to the extent expressly set forth in this Agreement, the City shall be solely responsible to maintain and repair the Path and all improvements upon the Path, to keep the Path in good repair and in a safe condition in accordance with all applicable laws.

2. Following completion of any construction, maintenance, repairs or reconstruction of the Path, the City shall promptly repair any damage to the Property arising from or caused by the City's or its employees', agents' or contractors' access to the Property, or the construction, maintenance, repairs or reconstruction.

3. All work, maintenance, operations and other actions performed by the City pursuant to this Agreement shall be carried out in a good and workmanlike manner and free of any liens.

4. The City shall keep and maintain a policy of commercial general liability insurance with respect to public use of the Path, in an amount not less than one million dollars ($1,000,000) single limit and two million dollars ($2,000,000) aggregate, naming the other Parties (or their respective successor owner(s) of any portion of the Property) as additional insureds. The City shall update the name of the additional insureds on its insurance policy upon receipt of notice of a change in ownership of any portion of the Property.

5. Each Party and its permitted users shall have a limited right and license to enter upon the Path for any lawful purpose in common with the general public, including but not limited to pedestrian and bicycle travel.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall run with title to the Property. This Agreement may only be amended or terminated by a written instrument signed by the City and all of the then-current owners of the Property.

7. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief.

8. In addition to any other remedies provided in this Agreement, if the City fails to comply with any applicable provisions of this Agreement within thirty (30) days following written notice from a Party, the noticing Party shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as reasonably necessary to cure the violation, and the reasonable costs and expenses incurred by such Party shall be reimbursed by the City. Additionally, if the City fails to satisfy any of its obligations under Section 1 of this Agreement at any time or from time to time, the University shall perform such obligations on behalf of the City and may seek reimbursement from the City for the reasonable costs and expenses incurred by the University.

[signature pages follow]

IN WITNESS WHEREOF, by signing below, the Parties agree this Agreement shall be effective as of _____, 2018.

NORTHPARK MALL/JOPLIN, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **Northpark Mall/Joplin, LLC**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

Drafted By:
Jeffrey L. Vercauteren
Husch Blackwell LLP
33 East Main Street, Suite 300
Madison, WI 53703

MISSOURI SOUTHERN STATE UNIVERSITY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **Missouri Southern State University**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **City of Joplin, Missouri**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

EXHIBIT A

Mall Property:

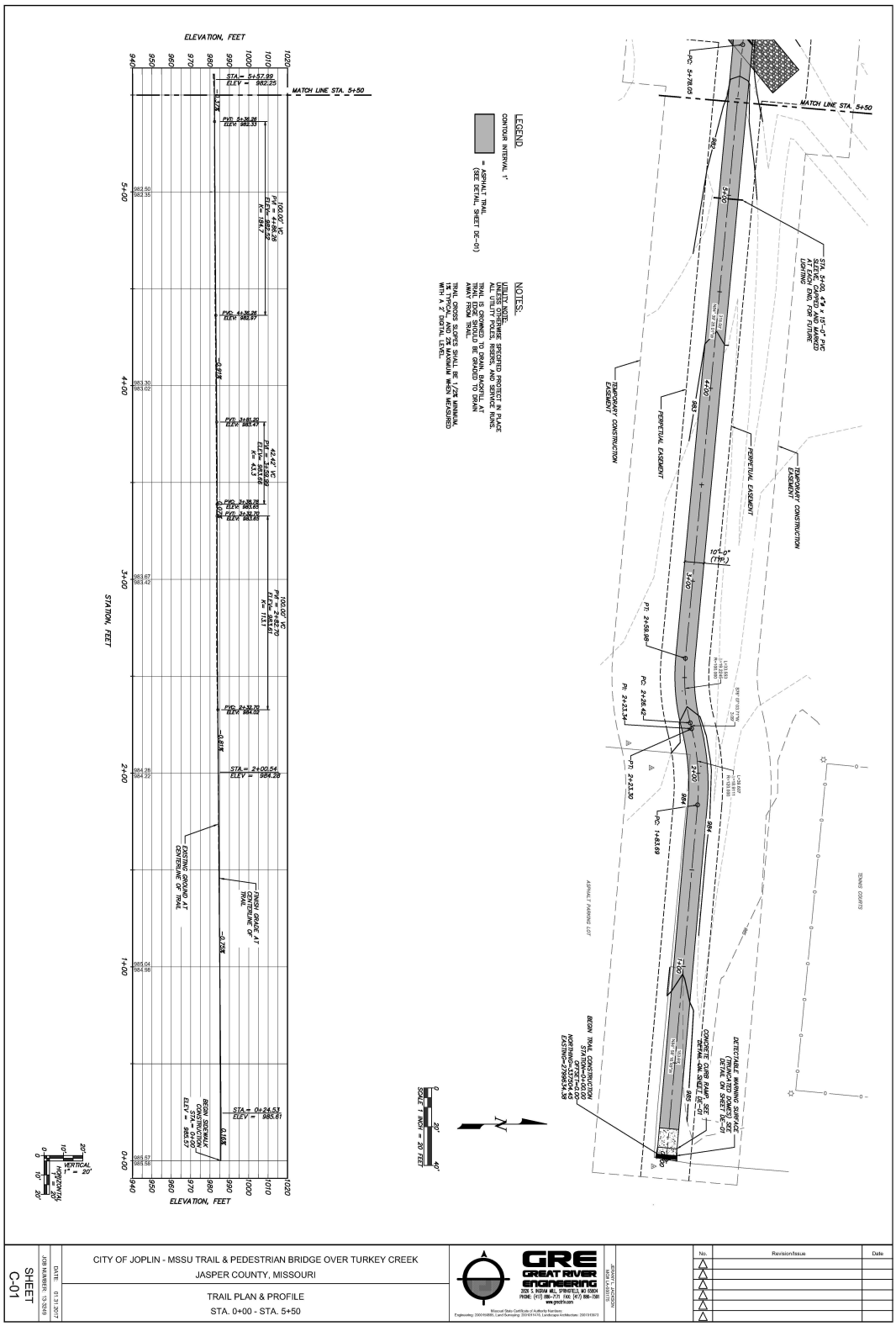
Lot 1 of the Northpark Hollywood Subdivision, City of Joplin, Jasper County, Missouri.

Parcel ID: 20300600000004001

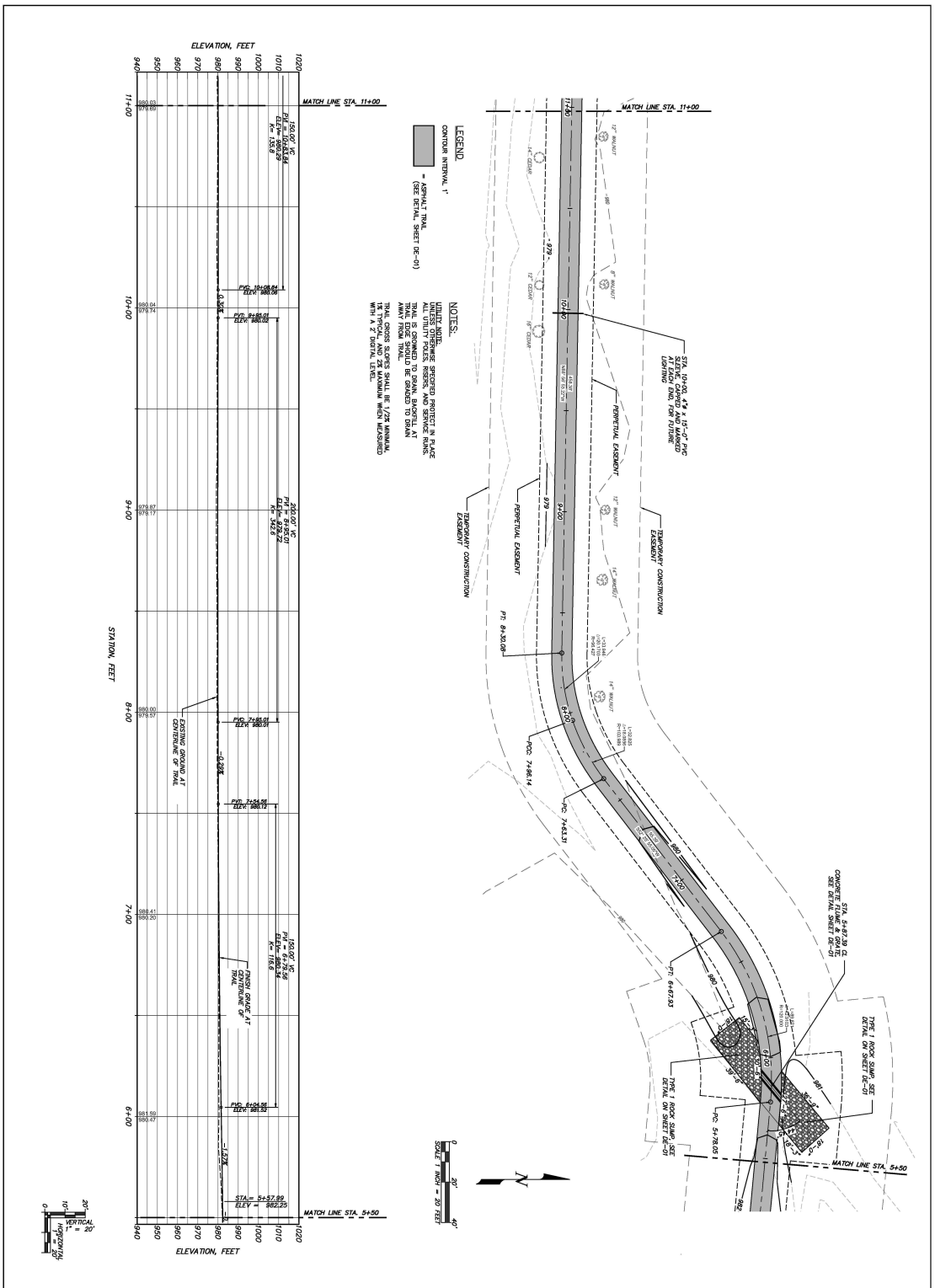
University Property:

Parcel ID: 20300600000001000

EXHIBIT B



ELEVATION, FEET
STATION, FEET
MATCH LINE STA. 5+50
LEGEND
CONTOUR INTERVAL 1'
= ASPHALT TRAIL (SEE DETAIL SHEET DE-01)
NOTES:
UTILITY NOTE:
UNLESS OTHERWISE SPECIFIED PROTECT IN PLACE ALL UTILITY POLES, RISERS, AND SERVICE RUNS.
TRAIL IS CROWNED TO DRAIN. BACKFILL AT TRAIL EDGE SHOULD BE GRADED TO DRAIN AWAY FROM TRAIL.
TRAIL CROSS SLOPES SHALL BE 1/2% MINIMUM, 1% TYPICAL AND 2% MAXIMUM WHEN MEASURED WITH A 2' DIGITAL LEVEL.
TEMPORARY CONSTRUCTION EASEMENT
PERPETUAL EASEMENT
ASPHALT PARKING LOT
TENNIS COURTS
CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI
TRAIL PLAN & PROFILE
STA. 0+00 - STA. 5+50
SHEET C-01
GRE GREAT RIVER ENGINEERING



CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 5+50 - STA. 11+00

GRE GREAT RIVER ENGINEERING
2828 S. INGRAM MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7584
www.greatriver.com

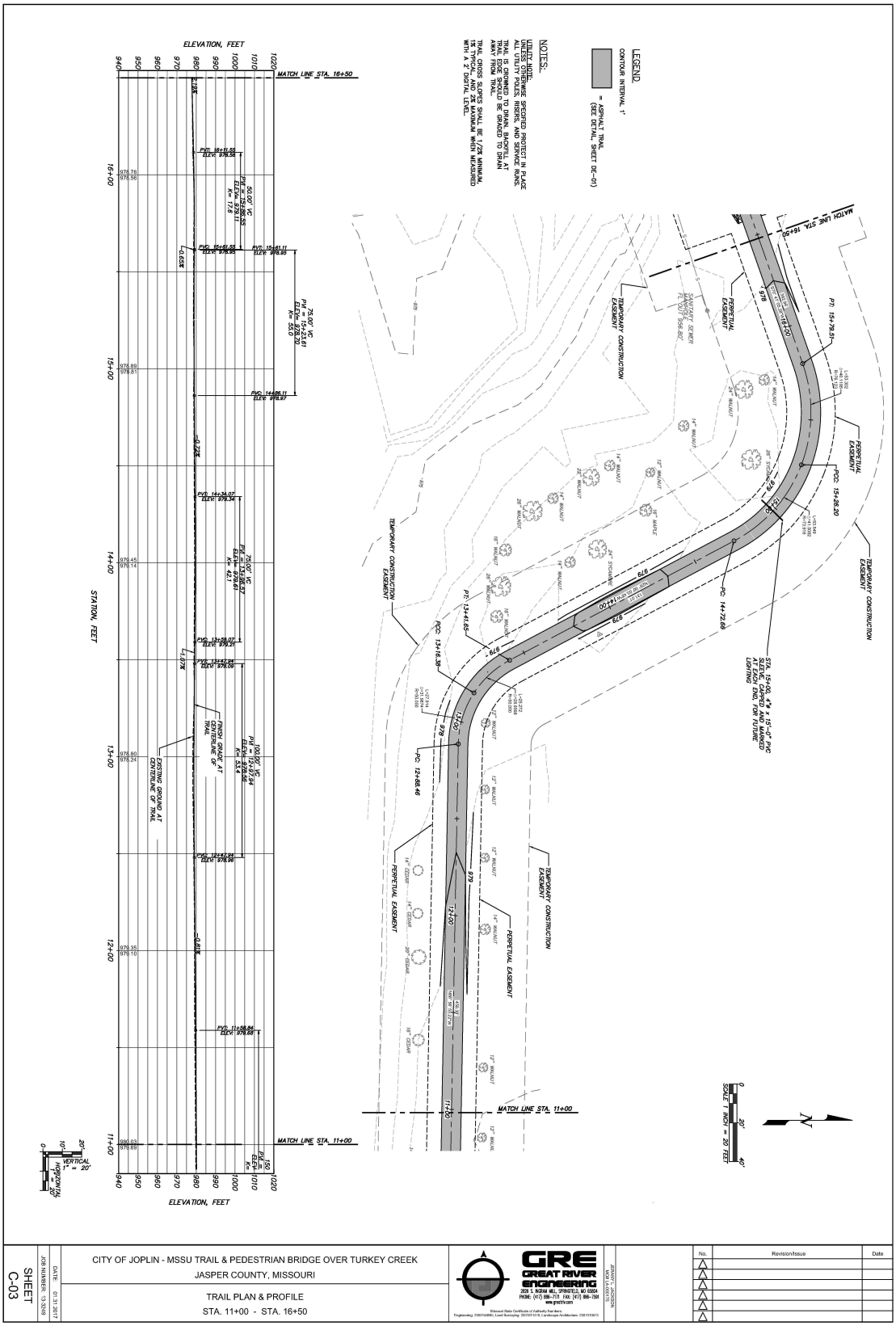
Missouri State Certificate of Authority for Jerry Engineering 2002/10/0001, Land Surveying 2007/07/1078, Landscape Architecture 2007/07/0073

JERRY L. JACKSON
MO-LA-00/1775

No.	Revision/Issue	Date

SHEET C-02

DATE: 01.31.2017
JOB NUMBER: 13-3249



CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 11+00 - STA. 16+50

GRE GREAT RIVER ENGINEERING
2828 S. INGRAM MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7584
www.greenrivers.com

Missouri State Certificate of Authority Numbers:
Engineering: 2000100880; Land Surveying: 2001011478; Landscape Architecture: 2001010873

JEFFREY L. JACKSON
MOBILA.GOV.TS

No.	Revision/Issue	Date

DATE: 01.31.2017
JOB NUMBER: 13-3249

SHEET C-03

LEGEND

CONTOUR INTERVAL 1'

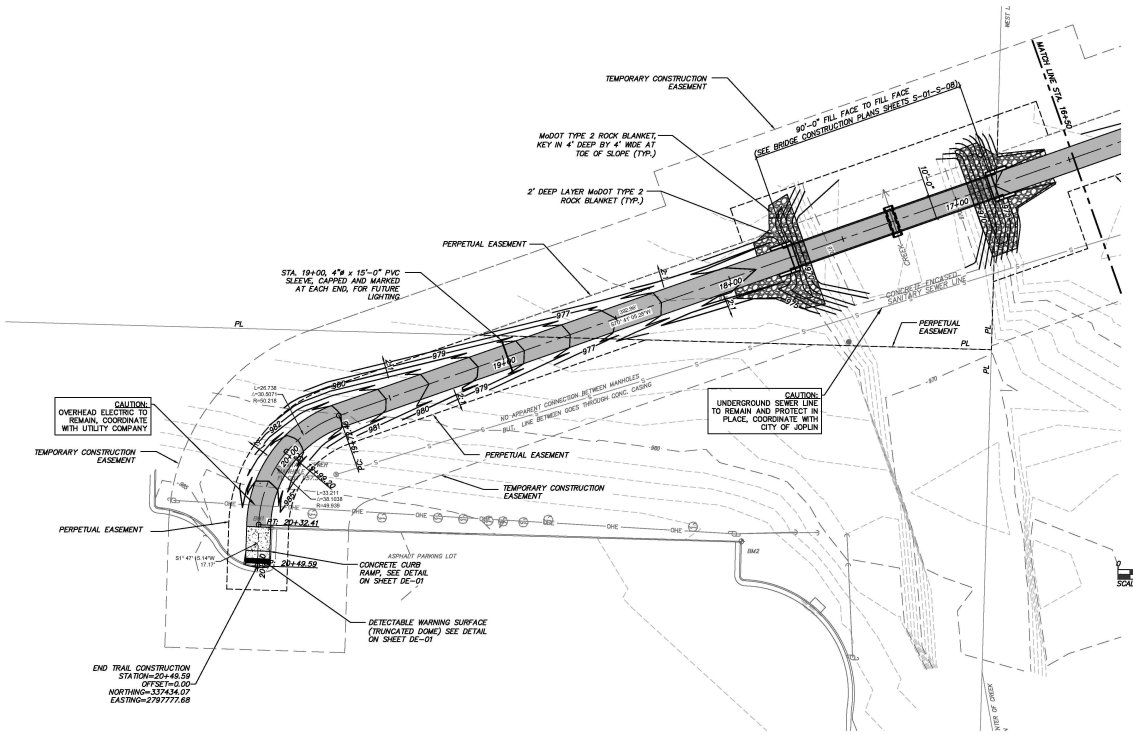
= ASPHALT TRAIL (SEE DETAIL, SHEET DE-01)

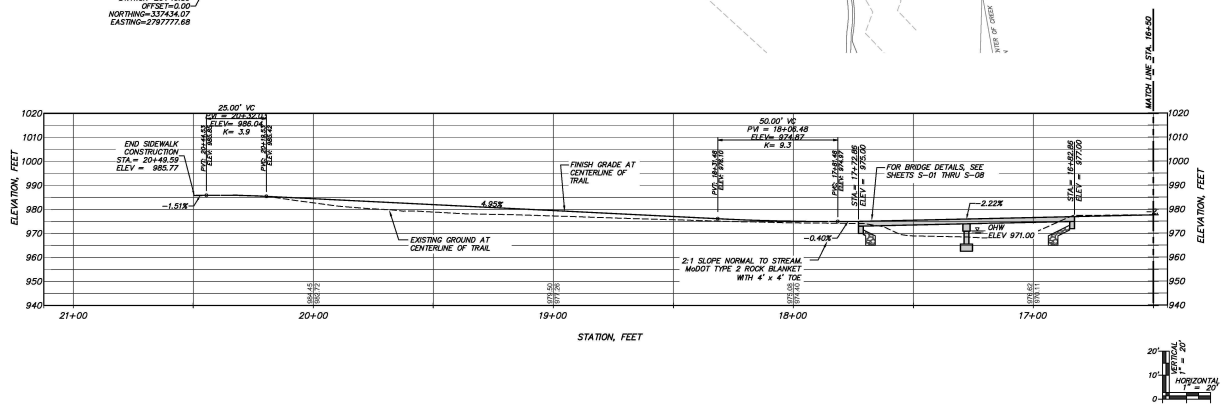
NOTES:

UTILITY NOTE:
UNLESS OTHERWISE SPECIFIED PROTECT IN PLACE ALL UTILITY POLES, RISERS, AND SERVICE RUNS.

TRAIL IS CROWNED TO DRAIN. BACKFILL AT TRAIL EDGE SHOULD BE GRADED TO DRAIN AWAY FROM TRAIL.

TRAIL CROSS SLOPES SHALL BE 1/2% MINIMUM, 1% TYPICAL, AND 2% MAXIMUM WHEN MEASURED WITH A 2' DIGITAL LEVEL.





No.	Revision/Issue	Date

JERAMY L. JACKSON
MO# LA-0001375

GRE
GREAT RIVER ENGINEERING
1501 S. Joplin Ave. Joplin, MO 64804
PHONE: (417) 206-7211 FAX: (417) 206-7212

Missouri State Certificate of Authority: Para Basic
Engineering Documents Copyright 2012-2016 G.R.E. & Associates, Incorporated - All Rights Reserved

CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 16+50 - STA. 20+65.65

DATE: 01.31.2017

JOB NUMBER: 13-3249

SHEET
C-04

MIL-29148809-6