

**AMENDMENT TO LEASE AGREEMENT  
DATED SEPTEMBER 28, 2001**

This *Amendment to Lease Agreement dated September 28, 2001* (“Amendment”), dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Republic, Missouri (“Lessor”), and City Utilities of Springfield, Missouri (“Lessee”) (together, “the Parties”), amends the Lease Agreement between the Parties dated the 28th day of September, 2001 (“Original Lease Agreement”), as follows:

1. The Original Lease agreement is attached hereto as “Exhibit A.”
2. The section entitled “Section 11. **ASSIGNMENT.**” (emphasis in original) of the Original Lease Agreement is hereby deleted and replaced with the following:

11. **ASSIGNMENT.** Lessee may assign its rights and obligations pursuant to this lease without the written consent of Lessor.
3. All other terms and conditions of the Original Lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Amendment on the date last written below.

**City Utilities of Springfield, Missouri**

**City of Republic, Missouri**

\_\_\_\_\_  
President-CEO

\_\_\_\_\_  
David Cameron, City Administrator

Approve by Legal

*Attest:*

\_\_\_\_\_

\_\_\_\_\_  
Laura Burbridge, City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Megan McCullough, City Attorney

## Exhibit A

### LEASE AGREEMENT

**THIS INDENTURE** made this 28th day of September, 2001, by and between the City of Republic, Missouri ("Lessor"), and City Utilities of Springfield, Missouri ("Lessee"), as follows:

Lessor hereby leases to the Lessee and the Lessee takes as Lessee the premises shown on the attached Exhibits A and B upon the following terms and conditions:

1. **TERM.** This lease is for the term of thirty (30) years, commencing on October 1, 2001, and ending on September 30, 2031.
2. **RENT.** Lessee agrees to pay a one-time rental of \$1.00 (One Dollar), payable in advance on the day the Lease commences.
3. **USE OF PREMISES.** Lessee shall use the premises described in Exhibit A for the construction, maintenance, and operation of a tower site. Lessee shall not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Republic now or hereafter made, or which shall be injurious to any person or property. The portion of the premises located outside the fence that Lessee will construct to enclose the radio tower and related facilities may be used by Lessor for depositing sludge from Lessor's wastewater treatment plant, for storing materials and equipment, and for a shooting range. All such use by Lessor shall be at the sole risk and liability of Lessor.
4. **ACCESS.** Lessee may use the adjacent property owned by Lessor to gain access to the premises.

5. **ELECTRIC AND COMMUNICATION LINES.** Lessee may construct, maintain, and operate electric service and communications lines to serve the radio tower and facilities used in conjunction with the radio tower. The electric service and communications lines shall be constructed on the property legally described in Exhibit B.

6. **MAINTENANCE.** Lessee shall maintain the portion of the premises contained within the fence that will be constructed by Lessee to enclose the radio tower and related facilities in good condition, consistent with the purposes for which the premises are to be used. Lessor shall maintain the existing access road and the premises located outside of the fence to be constructed by Lessee to enclose the radio tower and related facilities.

7. **HAZARDOUS SUBSTANCES.** Lessor represents that it has no knowledge of any substance, material, chemical, or waste on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (“Hazardous Substances”). Neither Lessor nor Lessee shall introduce or use any Hazardous Substance on the premises in violation of any applicable law. Each party shall indemnify, defend, and hold harmless the other from all claims, damages, expenses, penalties, and losses arising from Hazardous Substances that the indemnifying party introduces on the premises during the term of this lease, except to the extent that such claims, damages, expenses, penalties, and losses are caused by the negligence or wrongful acts of the other party.

8. **LESSEE'S PROPERTY.** All property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee.

9. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor from

and against all claims, damages, losses, and expenses, including attorney's fees, arising out of Lessee's use of the premises, except to the extent caused by the negligence or willful conduct of Lessor. In cases of concurring fault, each party shall bear its share of the loss.

10. **ENTRY BY LESSOR.** Lessor shall have the right to enter the premises, at reasonable times and with notice to Lessee, to inspect the premises or to show the premises to persons who may wish to lease or buy the premises. Lessor may, without notice to or consent of Lessee, enter on the premises outside of the fence that will be constructed by Lessee to enclose the radio tower and related facilities. Lessor may enter the premises without notice to or consent of Lessee in a police or fire emergency.

11. **ASSIGNMENT.** Lessee shall not assign this lease without the written consent of Lessor, which shall not be withheld unreasonably.

12. **RE-ENTRY.** Upon the breach of any covenant, agreement, or condition of this lease by Lessee, Lessor may, at its option, give thirty days written notice to Lessee and terminate this lease. Lessee may cure any such breach before the effective date of the termination. On such termination, Lessor may thereupon immediately re-enter and take possession of the premises and Lessee shall thereafter have no claim to the premises.

13. **YIELD UP PREMISES.** At the expiration or upon any termination of this lease, Lessee shall peaceably yield up the premises to Lessor. On such termination or expiration, the radio tower and any buildings shall become the property of Lessor. All other radio equipment located on the premises shall remain the property of Lessee and Lessee shall remove it within ninety (90) days after the termination or expiration of this lease. If Lessee fails to do so, then Lessor may dispose of such radio equipment and recover the cost thereof from Lessee, or Lessor may keep such radio equipment and use it as Lessor sees fit without liability to Lessee.

IN WITNESS WHEREOF, the parties have signed this lease on the date first written above.

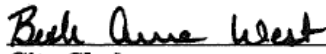
City Utilities of Springfield, Missouri

By   
General Manager ~~ACTING GENERAL MANAGER~~

City of Republic, Missouri

By   
City Administrator

ATTEST:

  
City Clerk

Approved as to Form and Content:

  
Rex McCall, Legal Department