

## PUBLIC DONATION AGREEMENT

This Public Donation Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Republic, Missouri (the City) and United Pentecostal Church Republic, formerly, Apostolic Life Center, Inc., (UPCR).

### RECITALS:

A. UPCR owns an approximately 8.915 acre property generally located west of MO-174 and south of west Logan St. (the Parcel) as described in Exhibit 1.

B. UPCR desires to donate the Parcel to the City for public purpose, as authorized by law law, including Section 410.100, RSMo., with the condition that if/when the parcel becomes a public park it shall be named “Joshua Morris Park.”

C. The Parcel currently has 15 ft of frontage on MO-174 as well as access to W Logan St., and pursuant to this Agreement, UPCR will share its southernmost access on MO-174 in order to allow access to the parcels, with said access providing driveway for full and unrestricted access to the parcels. Moreover, the Parties also agree and shall take reasonable steps to enter into a formal easement/joint access agreement recording the use and access for the parcels.

D. The City acknowledges that the Parcel is a donation, and that UPCR has not and will not be provided a direct financial benefit as a condition of the donation.

E. On \_\_\_\_\_, 2021, the City Council of the City adopted Ordinance No. \_\_\_\_\_ authorizing the City to enter into this Agreement.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the City and UPCR agree as follows:

1. **Conveyance.** The City will provide UPCR with a general warranty deed in customary form to be executed by UPCR in order to dedicate the Parcel referenced herein to the City.
2. **Public Park.** In the event that the City utilizes the Parcel as a public park, the City shall take reasonable steps to name said park: “Joshua Morris Park.”
3. **Easement/Joint Access.** The Parties agree to joint access as described herein, but shall also take reasonable steps to enter into a formal easement/joint access agreement and dedication recording the use and access for the parcels referenced in the recitals.
4. **Public Donation.** As referenced herein, the City acknowledges the Parcel is a donation, and will take such steps as are reasonably necessary to document that UPCR has not and will not be provided a direct financial benefit as a condition of the donation.
5. **Entire Agreement.** The Parties acknowledge that their may be subsequent agreements related to the matters referenced herein; however, this Agreement is the entire agreement to date between the Parties, and any changes or other terms or conditions must be in writing and approved by the Parties.