

PUBLIC DONATION AGREEMENT

This Public Donation Agreement is made and entered into as of the _____ day of _____, 2021, by and between the City of Republic, Missouri (the City) and Convoy of Hope, a foreign nonprofit corporation in good standing (Convoy of Hope); (collectively, the “Parties”).

RECITALS:

- A. Convoy of Hope owns an approximately 3.12 acre property generally located at 7200 W. Farm Road 144 (the Parcel) as described in Exhibit 1.
- B. Convoy of Hope desires to donate the Parcel to the City for public purpose, as authorized by law, under the condition that Convoy of Hope be permitted to add its logo to the water tower.
- C. The City acknowledges that the Parcel is a donation, and that Convoy of Hope has not and will not be provided a direct financial benefit as a condition of the donation.
- D. On _____, 2021, the City Council of the City adopted _____ 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 Convoy of Hope agree as follows:

- 1. **Conveyance.** The City will provide Convoy of Hope with a general warranty deed in customary form to be executed by Convoy of Hope in order to dedicate the Parcel referenced herein to the City, which deed will be recorded by the City within 30 days of receipt from Convoy of Hope.
- 2. **Water Tower.** The City will hold the Parcel to use for public purpose, including until such a time as it may choose to use the parcel for a water tower. If the City uses the Parcel for a water tower, then it will allow Convoy of Hope to paint its logo and/or the words “Convoy of Hope” on the water tower. The City will also allow Convoy of Hope to maintain or repaint their logo and/or the words “Convoy or Hope” as reasonably necessary. Any alternative logos or anything else Convoy of Hope desires to paint on the water tower must be approved by the City.
- 3. **Reversion.** The City shall have a ten-year “Construction Period” from the date of this Agreement in which to build a water tower, which will begin on the date of the signing of this contract. The Parties agree that if the Parcel is not used for a water tower within the Construction Period, then Convoy of Hope will have the right to the title to the Parcel. Specifically, at the end of the Construction Period, if Convoy of Hope has not been permitted to add their logo to a water tower on the Parcel, Convoy of Hope is entitled to the title to the Parcel. A demand for title must be made at least 90 days prior to the expiration of the Construction Period, and if Convoy of Hope is permitted to add its logo to a water tower on the parcel prior to the expiration of the Construction Period, then the demand is void.

If the Construction Period ends and Convoy of Hope has not demanded title to the Parcel, then the Construction Period will be extended for 2 years, and Convoy of Hope will be able to demand title to the parcel as late as 90 days prior to the end of the extended Construction Period on the same

terms as though it were the original Construction Period. If no such demand is made, then the Construction Period may be extended automatically to as long as 20 years total without any further written agreement.

4. **Limitations on Reversion.** If Convoy of Hope demands the title to the Parcel while construction of a water tower is ongoing, the City may, upon notification of Convoy of Hope, extend the Construction Period by two years.
5. **Optional Payment in Lieu of Reversion and Exclusion of Remedies.** In the event of breach of this Agreement by the City the City may opt to retain title to the Parcel and to pay Convoy of Hope the fair market value of the Parcel in exclusion of all other remedies Convoy of Hope may have at the time or that may arise later, and the Parties will then be free of all future obligations under this Agreement. The City may exercise this option by providing written notice to Convoy of Hope. Fair market value will be determined as of the date notice is submitted to Convoy of Hope, and in an amount agreed upon by the Parties or determined by a court of proper jurisdiction.
6. **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 Convoy of Hope has not and will not be provided a direct financial benefit as a condition of the donation.
7. **Term.** This contract shall be terminated and the City shall have no further obligations under this contract:
 - a. If no Convoy of Hope logo has been added to a water tower on the Parcel, then 20 years after the signing of the contract;
 - b. Ten years after the Convoy of Hope Logo shall be added to a water tower on the Parcel;
 - c. At such time as a water tower on the Parcel shall be destroyed, abandoned, or taken down;
or
 - d. At such time as the City may return title to the Parcel to Convoy of Hope by warranty deed.
8. **Entire Agreement.** The Parties acknowledge that there 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 of other terms or conditions must be in writing and approved by the Parties.
9. **Jurisdiction and Venue:** This Agreement shall be governed by the laws of the State of Missouri and venue as to any disputes related to this Agreement shall be Circuit Court of Greene County, Missouri.
10. **Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees.
11. **Indemnification:** Missouri law does not allow a governmental entity to indemnify a private company. The City will not defend, indemnify, or hold harmless Convoy of Hope, its officers, agents, successors, assigns, or any other individual or entity, and this Agreement shall not be construed to require any such obligation.
12. **Attorney Fees:** No attorney fees shall be assessed against the City for any matter related to this Agreement.
13. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

14. **Assignment:** This Agreement may not be assigned by any party without the prior written consent of the other parties.
15. **Public Entity and Officer Immunity and Defenses:** In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
16. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
17. **Contingent Upon Funds and Approval:** To the extent that this Agreement calls for the expenditure of funds by the City it is contingent upon the City having sufficient funds available for the subject of this Agreement and this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
18. **Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

City of Republic, Missouri Attn: City Administrator 213 North Main
Street Republic, Missouri 65738

The Registered Agent for Convoy of Hope at the time of Notice, or its
last Registered Agent with the Missouri Secretary of State.

IN WITNESS WHEREOF, the Parties have caused this to be signed by their duly authorized representatives, the day and year set forth below.

Convoy of Hope

Signature

Dated: _____

Printed Name and title

City of Republic, Missouri

David Cameron, City Administrator

Dated: _____

Attest: Laura Burbridge, City Clerk

Approved as to form:

Damon Phillips, City Attorney

Exhibit 1

Convoy of Hope currently owns the Parcel with a legal description as follows:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-THREE (23) WEST, GREENE COUNTY, MISSOURI, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE¹/₄) OF SAID NORTHEAST QUARTER (NE¹/₄); THENCE SOUTH 02°30'06" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄), A DISTANCE OF 1323.53 FEET TO AN IRON PIN SET AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄) FOR A POINT OF BEGINNING; THENCE SOUTH 02°30'06" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄), A DISTANCE OF 692.15 FEET TO AN IRON PIN SET ON THE EXISTING MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION RIGHT-OF-WAY FOR FARM ROAD 97; THENCE NORTH 87°46'37" WEST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 12.36 FEET TO AN EXISTING 1000 NAIL ON THE EXISTING WEST RIGHT-OF-WAY LINE OF SAID FARM ROAD 97; THENCE ALONG THE EXISTING MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION WEST RIGHT-OF-WAY LINE OF FARM ROAD 97 THE FOLLOWING THREE COURSES; 1) THENCE SOUTH 12°08'15" WEST, A DISTANCE OF 83.13 FEET TO AN IRON PIN SET; 2) THENCE SOUTH 06°49'33" WEST, A DISTANCE OF 82.36 FEET TO AN EXISTING 100D NAIL; 3) THENCE SOUTH 00°16'35" WEST, A DISTANCE OF 102.71 FEET TO AN EXISTING 100D NAIL, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF MISSOURI HIGHWAY 360; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MISSOURI HIGHWAY 360 THE FOLLOWING SIX COURSES; 1) THENCE NORTH 25°06'15" WEST, A DISTANCE OF 60.32 FEET TO AN EXISTING 1000 NAIL; 2) THENCE NORTH 21°24'16" WEST, A DISTANCE OF 235.51 FEET TO AN IRON PIN SET; 3) THENCE NORTH 09°22'29" WEST, A DISTANCE OF 250.31 FEET TO AN IRON PIN SET; 4) THENCE NORTH 04°48'59" EAST, A DISTANCE OF 196.02 FEET TO AN EXISTING 100D NAIL; 5) THENCE NORTH 14°09'11" EAST, A DISTANCE OF 170.14 FEET TO AN EXISTING 100D NAIL; 6) THENCE NORTH 27°23'13" EAST, A DISTANCE OF 89.73 FEET TO AN IRON PIN SET ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄); THENCE SOUTH 88°06'39" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄), A DISTANCE OF 123.37 FEET TO THE POINT OF BEGINNING.