

EXHIBIT B

PUBLIC DONATION AGREEMENT

This Public Donation Agreement (“Agreement”) is made and entered into this _____ day of April, 2024, by and between the City of Republic, Missouri (the City) and The Republic Historical Society, Inc., a domestic not-for-profit corporation in good standing with the Missouri Secretary of State (“Historical Society”); (collectively, the “Parties”).

RECITALS:

- A. The City owns real property located at 221 and 225 North Main Avenue (also identified as Groves Addition Lots 9, 10 and 11), 217 North Main Avenue (also identified as Groves Addition, Lots 7 and 8), and adjacent real property previously used by City staff for parking (also identified as Groves Addition, Lots 12 to and including 15) (collectively, “the Property”), as depicted on Exhibit A and as further identified by the following legal description(s)¹, in no particular order:

ALL OF LOT SEVEN (7), IN A.S. GROVES ADDITION TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

[and]

ALL OF LOT EIGHT IN A. S. GROVE’S ADDITION TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

[and]

PARCEL NO. 1

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE CONTINUING SOUTH 138.5 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF WALNUT STREET, TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY OF OLIVE, THENCE NORTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET, THENCE EAST 90 FEET TO THE POINT OF BEGINNING, IN REPUBLIC, MISSOURI.

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH AND 90 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, SAID BEGINNING POINT BEING 90 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE SOUTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET, THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE NORTH 138.5 FEET, THENCE EAST 90 FEET TO THE POINT OF BEGINNING, ALL IN REPUBLIC, MISSOURI.

¹ The phrase “[and]” is not part of the official legal description(s) for the Property, but is only included to indicate the conclusion of one legal description and beginning of another legal description.

BEGINNING 359 FEET WEST AND 226.5 FEET SOUTH AND 180 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST, THENCE SOUTH 138.5 FEET PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF WALNUT TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE WEST 90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF OLIVE STREET TO THE EAST RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE NORTH 138.5 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE EAST 90 FEET TO THE POINT OF BEGINNING, ALL IN REPUBLIC, MISSOURI.

PARCEL NO. 2

BEGINNING 359 FEET WEST AND 122½ FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28, RANGE 23, GREENE COUNTY, MISSOURI, THENCE WEST 270 FEET, THENCE SOUTH 149½ FEET, THENCE EAST 270 FEET, THENCE NORTH 149½ FEET, TO THE BEGINNING, EXCEPT ANY PART USED FOR ROADS.

PARCEL NO. 3

ALL OF LOTS 9, 10, 11, 12, 13, 14, AND 15, IN A. S. GROVES ADDITION, TO THE TOWN OF REPUBLIC, GREENE COUNTY, MISSOURI.

- B. The City desires to donate the Property to the Historical Society, a not-for-profit corporation, for public purpose as set forth herein and as authorized by law, including but not limited to, Section 70.220 of the Revised Statutes of Missouri.
- C. The Historical Society acknowledges that the Property subject to this Agreement is a donation, and that the City has not and will not be provided any direct financial benefit as a condition of the donation or otherwise as a result of this Agreement.
- D. On or about April 16, 2024, the City Council of Republic, Missouri adopted Resolution Number 24-R-XX, authorizing the City to enter into an agreement with the Historical Society containing substantially and materially the same terms as this Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration stated herein, the receipt and adequacy of which are hereby acknowledged and agreed upon by the Parties, the Parties mutually agree and state as follows:

1. Conveyance. The City will deliver to the Historical Society a special warranty deed (or deeds) in customary form, to be executed by the Historical Society, for the purpose of dedicating the Property referenced herein to the Historical Society under the conditions stated thereon and in this Agreement. Such deed(s) shall be recorded by the Historical Society within thirty (30) days of delivery by the City.
2. Historical Museum – Terms and Obligations. The Historical Society will hold the Property for the public purpose(s) detailed herein, specifically, for the purpose of constructing a historical museum intended to showcase the City’s history and educate the City’s residents and guests of the same. The design, engineering, construction, monitoring, inspection, upkeep, maintenance, and otherwise, of the improvements made upon the Property by the Historical Society shall be the sole responsibility of the

Historical Society and the City shall have no responsibility, obligation or otherwise as to any such improvements; however, the City shall have the right to reclaim title to the Property if the Historical Society has failed to comply with the provisions of this Agreement requiring such improvements to be for a public purpose as stated herein.

3. Reversion. The Historical Society shall have a five-year period of time (“Compliance Period”), commencing upon the effective date of this Agreement, in which to obtain the funding necessary for the design and construction of the planned historical museum. The Historical Society shall keep the City informed of its efforts to obtain such funding by providing up-to-date information regarding those efforts in writing at least every three (3) months. The Parties agree that if the Historical Society has not obtained the full amount of funding required for the design and construction of the planned historical museum within the Compliance Period, then the City shall have the right to reversion of title to the Property. Specifically, at the end of the Compliance Period, if the Historical Society is not able to provide acceptable proof to the City that the necessary funding for the historical museum has been secured and/or obtained, the City shall regain title to the Property; provided, the City has notified the Historical Society, in writing, of its demand for title to the Property as the result of the failure to meet the requirements under the Agreement within the Compliance Period.
4. Limitations on Reversion. If the Historical Society is able to demonstrate that it has and continues to make reasonable efforts to obtain and/or secure the funding required for the historical museum, the Historical Society may request, in writing, an extension from the City of the Compliance Period for up to two (2) years. The extension of the Compliance Period in response to such request under this paragraph shall be solely at the discretion of the City and may be approved or denied for any reason(s) the City deems appropriate.
5. Public Donation. As referenced herein, the City acknowledges the Property is a public donation to the City, and will accordingly take all such steps as are reasonably necessary to document or otherwise confirm that the Historical Society has not and will not ever be provided any direct financial benefit as a condition of the donation or by way of this Agreement.
6. 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.
7. 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.
8. Liability: Nothing in this Agreement shall be construed to create any liability on the part of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees that may result from, or may be alleged to have resulted from, this Agreement, the donation of the Property, or the discharge of any rights or obligations under this Agreement.
9. Indemnification: The City will not defend, indemnify, or hold harmless the Historical Society, its officers, agents, successors, assigns, or any other individual or entity, for any claims, damages, expenses, suits, causes of action or otherwise arising from or relating in any way to this Agreement, nor shall this Agreement be construed to impose or require any such obligation.
10. Attorney Fees: No attorney fees shall be assessed against the City for any matter related to this

Agreement.

11. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
12. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other parties.
13. 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.
14. 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.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representative(s) on the date and year set forth below.

<p>The City of Republic, Missouri</p> <p>By: _____ David Cameron, City Administrator</p> <p>Date: _____</p> <p>Attest:</p> <p>_____ Laura Burbridge, City Clerk</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>_____ Megan E. McCullough, City Attorney</p> <p>Date: _____</p>	<p>The Historical Society of Republic, Inc.</p> <p>By: _____ [Name and Title]</p> <p>Signed: _____ [Signature]</p> <p>Date: _____</p>
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