

2001-1016

## 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.



14. **NOTICES.** Notices given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, and shall be effective on receipt. Notices shall be addressed as follows:

Lessor: City Administrator  
City of Republic  
213 N. Main  
Republic, MO 65738

Lessee: City Utilities of Springfield, Missouri  
Property Acquisition Administrator  
P.O. Box 551  
Springfield, MO 65801

15. **OPTION FOR SECOND TERM.** Lessee shall have the option to renew this lease for another term of thirty (30) years by giving written notice to Lessor at least 180 days before the expiration of the initial term. The rent for the second term shall be determined by an appraisal of the premises, exclusive of the value of the radio tower and facilities constructed by Lessee for use in conjunction with the radio tower. The appraisal shall be done at least 120 days before the expiration of the initial term at Lessee's expense. An appraiser certified by the State of Missouri shall do the appraisal. Lessee shall submit the names of three appraisers to Lessor and Lessor shall choose the appraiser from the names submitted. If Lessee decides that the appraised value of the rent is too high, then Lessee may rescind its exercise of this option by giving written notice to Lessor at least 60 days before the expiration of the initial term. The rent for the second term shall be payable in advance on the day the second term commences.

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

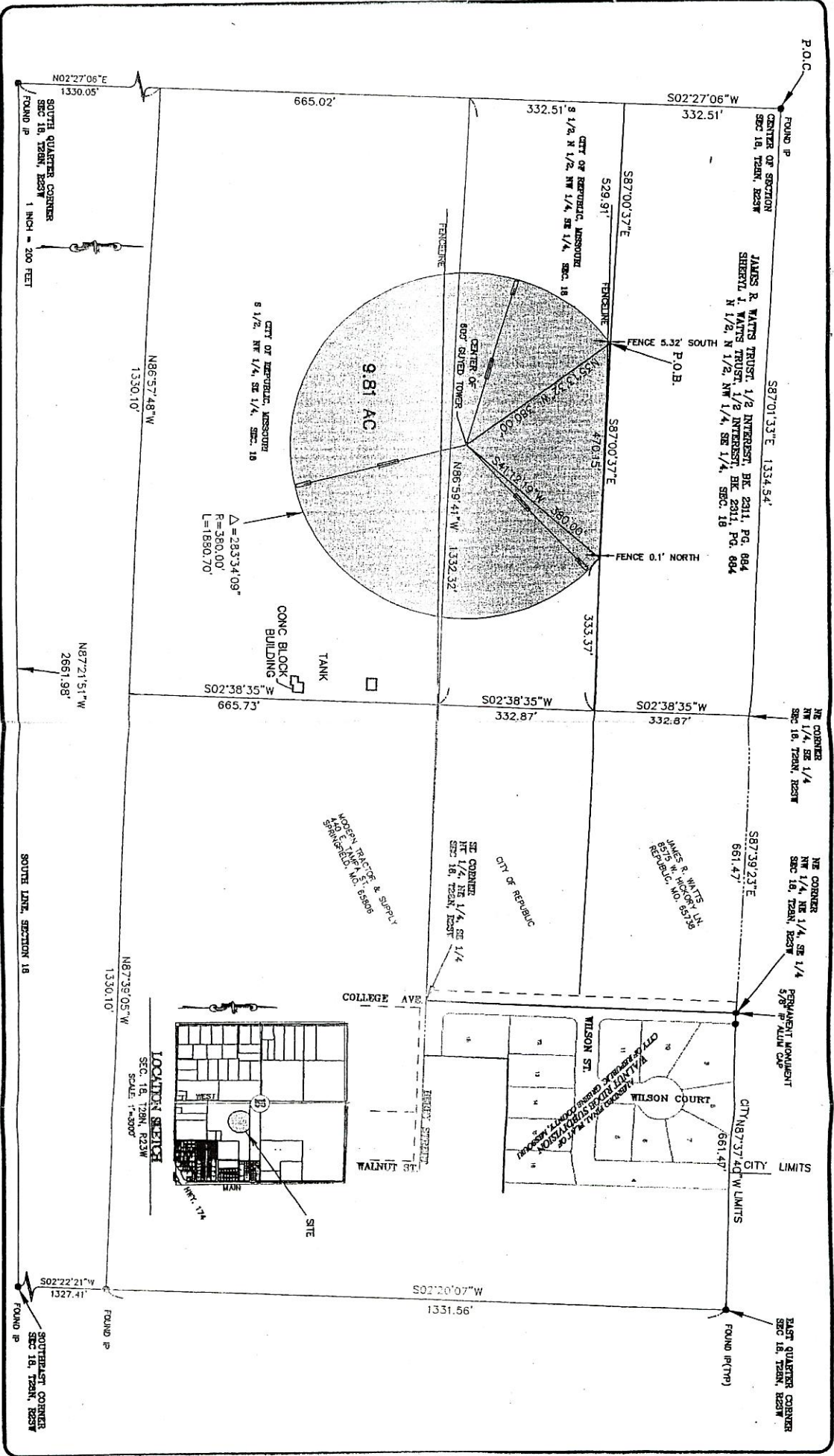
**EXHIBIT A**

THE FOLLOWING DESCRIPTION DESCRIBES A MORE OR LESS CIRCULAR TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 18; THENCE SOUTH  $02^{\circ}27'06''$  WEST, 332.51 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH  $87^{\circ}00'37''$  EAST, ALONG SAID NORTH LINE, 529.91 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH  $87^{\circ}00'37''$  EAST, 470.15 FEET, TO A POINT OF NON-TANGENT CURVE RIGHT; THENCE 1880.70 FEET ALONG A 380.00 FOOT RADIUS CURVE, WHOSE RADIUS POINT LIES SOUTH  $41^{\circ}12'19''$  WEST, OF THE LAST DESCRIBED COURSE, SAID CURVE ENDING AT THE POINT OF BEGINNING. CONTAINING 9.81 ACRES, MORE OR LESS.

EXHIBIT B

A PERMANENT 10.0 FOOT WIDE UTILITY EASEMENT, ALL LYING WITHIN CITY OF REPUBLIC PROPERTY, AND LYING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI; THENCE NORTH  $01^{\circ}54'09''$  EAST, 106.50 FEET; THENCE SOUTH  $86^{\circ}57'48''$  EAST, 24.78 FEET, TO THE POINT OF BEGINNING; THENCE NORTH  $01^{\circ}54'09''$  EAST, 548.91 FEET; THENCE NORTH  $89^{\circ}26'38''$  WEST, 590.41 FEET, TO THE POINT OF TERMINATION. CONTAINING 11,453 SQUARE FEET, 0.263 ACRE, OR 1,139 LINEAR FEET MORE OR LESS, SAID EASEMENT BEING CONTAINED ENTIRELY WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 23 WEST.





**A/E**  
 ANDERSON ENGINEERING, INC.  
 730 N. BENTON AVE.  
 SPRINGFIELD, MO 65802  
 417-866-2741

CITY UTILITIES OF SPRINGFIELD  
**TOWER LEASE TRACT**  
 CITY OF REPUBLIC PROPERTY  
 REPUBLIC, MISSOURI

DRAWN BY: KEM DATE: 6-16-01 CLIENT NO: 36650	FIELD BY: K.L. KK FIELD NO: CU-00-4 SHEET NO: 1
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