

LEASE OF REAL PROPERTY

THIS LEASE ("Lease" or "Agreement") is entered into on January 26, 2022, between **JACKSON COUNTY, MISSOURI** ("County"), and **Crane Brewing Company, LLC**, whose address is 6515 Railroad Street, Raytown, MO 64133 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

For the purposes of leasing a portion of the Rock Island Corridor ("Corridor") purchased by Jackson County, in partnership with the Kansas City Area Transportation Authority ("KCATA"), County leases to Lessee and Lessee leases from County, the premises ("Premises") at Raytown, Missouri, an area approximately 425' x 60' as shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof.

The Premises may be used by Lessee for the following specific purposes, and no other use:

- A. For access to and from Lessee's own real property by Lessee and Lessee's vendors and customers;
- B. For non-exclusive temporary (less than 24 hour) vehicular and bicycle parking by Lessee and Lessee's vendors and customers. Lessee acknowledges County shall have right to allow County's visitors and patrons to utilize Premises for same purposes.
- C. For the establishment of outdoor dining areas by Lessee with temporary, removable equipment, such as tables, chairs, tents, and trash receptacles as indicated in Exhibit A as "Crane Utilization Area."

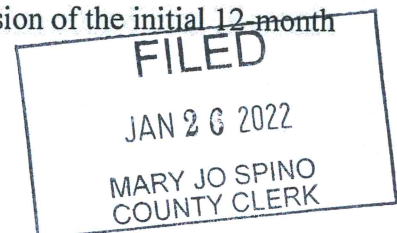
Article 2. PREMISES; EXISTING CONDITIONS.

County and Lessee acknowledge all existing conditions of Premises and accept such "as is". County and Lessee are not obligated by this Lease to make any Capital Improvements.

County agrees to repair and maintain existing surface area of roadbed and parking areas to keep said areas suitable for vehicular, bicycle, and pedestrian use. County maintenance shall include adding gravel and filling potholes when needed. No improvements or alterations to Premises may be made by Lessee without the express written consent of the County.

Article 3. TERM.

The term of this Lease shall commence on 1/1/2022, and, unless sooner terminated as provided in this Lease, shall extend for twelve (12) months. Parties may mutually re-negotiate new terms and conditions by mutual written consent. If, at the conclusion of the initial 12-month



lease period, no new terms and conditions have been reached, the terms and conditions of this Lease shall continue on a month-to-month basis.

Article 4. MONTHLY RENT.

Lessee shall pay to County a total sum of \$3,000 over the 12-month Lease as Fixed Rent for use of Premises with monthly payments of \$250.00 by the first day of each month.

Article 5. INSURANCE.

- A. Throughout the entire term of this Lease, Lessee shall maintain liability insurance coverage for the Lease Area as reflected in Exhibit A. County shall be named as an additional insured on applicable insurance maintained by Lessee pursuant to the terms of this Lease.
- B. Upon execution of this Lease, Lessee shall provide to County a certificate issued by its insurance carrier evidencing the insurance coverage required by this Lease.
- D. All insurance correspondence shall be directed to:

County Counselor
Office of the County Counselor
415 E. 12th Street, Suite 200
Kansas City, Missouri 64106

With Copies to:

Rock Island Rail Corridor Authority
415 E 12th Street, Floor 4-MN
Kansas City, Missouri 64106

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

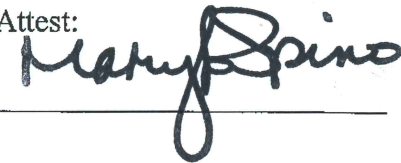
COUNTY:

JACKSON COUNTY, MISSOURI

d/b/a Rock Island Rail Corridor Authority

By: 
Frank White, Jr., County Executive

Date: 1/31/2022

Attest: 

LESSEE – Crane Brewing Company, LLC

Signed:


Michael Crane, President

Date: 12-9-21


Chris Meyers, Vice President

Date: 12-9-21

APPROVED AS TO FORM

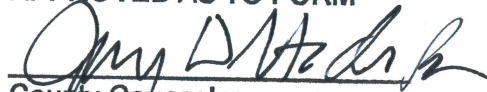

County Counselor

EXHIBIT A

Lease Area Exhibit (The "Premises")



EXHIBIT B

Section 1. IMPROVEMENTS.

Lessee shall make no improvements or alterations upon the Premises without the express written consent of County.

Section 2. RESERVATION, TITLE AND PRIOR RIGHTS.

A. County reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. This Lease is made subject to all outstanding rights, whether or not of record. County reserves the right to renew any such outstanding rights granted by County or County's predecessors.

Section 3. PAYMENT OF RENT.

Rent shall be made in monthly installments as stated in Article 4 and shall be paid in lawful money of the United States of America upon execution of this Agreement, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Rock Island Project Manager, Jackson County, Missouri, 415 E 12th Street, Kansas City, Missouri 64106 without offset or deduction.

Section 4. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of County, or to establish any water rights except in the name of County.

Section 5. CARE AND USE OF PREMISES.

- A. Lessee shall only be authorized to conduct such activities and business as expressly authorized in this Lease, and no other use, activity or business on the Premises.
- B. Lessee may from time to time use area marked Crane Utilization Area to host vendors for promotional purposes such as workshops and other legal activities without notification of County, so long as the use does not extend into the larger Lease Area.
 - 1. For example, a vendor may provide a bike repair workshop for families or provide displays of conventional bicycles or E-bikes.

- C. Lessee may from time to time propose special use of the Lease Area outside the Crane Utilization Area by separate written proposal to County, for consideration by County on a case-by-case basis, and subject to the unique terms, conditions, and fees consistent with County Code, policies and procedures.
 - 1. For example, if Lessee would like to host an outdoor music event that utilizes a larger portion of the Lease Area, Lessee will obtain permission from County before any such event takes place.
- D. In the instance that Lessee proposes use of the Crane Utilization Area for an event, (for example, to host vendors for promotional purposes) or for any other special use that would logically and necessarily mean attendees or customers would need to be in the larger Lease Area in order to attend or participate in the event, Lessee would need to follow the provisions in Section 5, Paragraph C to obtain approval.
- E. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the grounds and public ways on the Premises, free and clear from any trash and/or debris which might create a hazard.
- F. Lessee shall not erect or permit any signs or advertising display on the Premises, other than incidental signage that may be attached to equipment and furnishings authorized under this Lease. Lessee may utilize temporary signs or advertising display on the Premises during business hours only.
- G. If any improvement on the Premises is damaged or destroyed by Lessee, Lessee shall, within thirty (30) days after such casualty, repair and replace such damaged improvements to the satisfaction of the County.
- H. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including those under the jurisdiction of the State of Missouri, Jackson County, the Jackson County Health Department, and the City of Raytown.
- I. Lessee shall maintain existing surface area of Premises where Lessee utilizes Premises ("Crane Utilization Area") for purposes authorized in Article I, Section C.
- J. County shall maintain existing surface area of the remainder of the Premises utilized for vehicular access and parking authorized in Article I, Sections A and B, consistent with County standards.
- K. County will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through

or under Lessee. No mechanics or other liens for any such labor or materials shall attach to or affect the interest of County in and to the Property.

- L. Lessee will not be liable for any labor, services, or materials of the County required in the maintenance and upkeep of the Lease Area in accordance with this Agreement.

Section 6. UTILITIES.

Lessee shall not install or modify any utility services on Premises without the express written consent of the County.

Section 7. LIENS.

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. County shall have the right to discharge any such lien at Lessee's expense.

Section 8. MAINTENANCE.

County agrees to maintain its area of responsibility in accordance with other provisions in this Lease. Lessee agrees to notify County when any part of the Premises is unsafe for vehicle, bicycle, or pedestrian use as described in Article 1. The County agrees to repair and make safe any dangerous condition within a reasonable amount of time after notification by Lessee.

Section 9. RELEASE AND INDEMNITY.

- A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against County for, and agrees to indemnify, defend and hold harmless County, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, County, Lessee, or any employee of County or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.
- B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

- C. Where applicable to the Loss, the liability provisions of any contract between County and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.
- D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 11.

Section 10. TERMINATION.

- A. County may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by County to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.
- B. Notwithstanding the terms of this Lease set forth in Article II, County or Lessee may terminate this Lease without cause upon one hundred twenty (120) days' written notice to the other party; provided, however, that at County's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required.

Section 11. REMEDIES.

County's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of County, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 11 and sue Lessee for damages, and/or (c) exercise such other remedies as County may have at law or in equity. County may enter and take possession of the Premises by self-help, by erecting fencing or barricades, if necessary, and may lock out Lessee for all purposes other than ingress and egress to Lessee's own property, all without being liable for damages.

Lessee's remedies for County's default will be the suspension of monthly lease payments until its obligations as set forth in this Lease are fulfilled.

Section 12. NOTICES.

Any notice, consent or approval to be given under this lease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to County at:

County Counselor
Office of the County Counselor
415 E. 12th Street, Suite 200
Kansas City, Missouri 64106

With Copies to:

Rock Island Rail Corridor Authority
415 E 12th Street, Floor 4-MN
Kansas City, Missouri 64106

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 13. ASSIGNMENT.

- A. Lessee shall not sublease or permit uses by any third party on the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of County, which consent may be denied at County's sole and absolute discretion. Any purported transfer or assignment without County's consent shall be void and shall be a default by Lessee.
- B. Subject to this Section 16, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14. RIGHTS AND OBLIGATIONS OF COUNTY.

If any of the rights and obligations of County under this Lease are substantially and negatively affected led by any changes in the law applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then County may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on County's rights and obligations to the extent reasonably possible.

Section 15. MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by County and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the

Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the terms of this Lease.