

RESOLUTION NO. 16117

**SUBJECT:** Authorizing the County Executive to execute a Memorandum of Understanding, with the Missouri Department of Conservation for the construction and operation of an outdoor skills facility at Landahl Park, at no cost to the County.

**INTRODUCED:** December 4, 2006

**ADOPTED:** December 4, 2006

**(R#17076)**

**(R#17181)**



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Understanding, with the Missouri Department of Conservation for the construction and operation of an outdoor skills facility at Landahl Park, at no cost to the County.

**RESOLUTION # 16117**, December 4, 2006

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Director of Parks and Recreation recommends the execution of a Memorandum of Understanding with the Missouri Department of Conservation , a copy of which is attached hereto and incorporated by reference herein, whereunder the Missouri Department of Conservation will construct and operate, under a fifty-year lease, an outdoor skills facility at Landahl Park, at a cost of approximately \$4,000,000, but at no cost to the County; and,

WHEREAS, it is in the best interest of its citizens of the County to authorize the Missouri Department of Conservation to construct the outdoor skills facility on park property; and,

WHEREAS, the attached Memorandum of Understanding provides a suitable mechanism by which to implement the mutual goal of the parties; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute the Memorandum of Understanding on behalf of the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

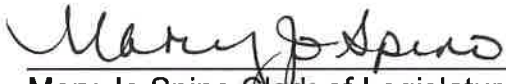
  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution # 16117 of December 4, 2006, was duly passed on December 4, 2006 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6                      Nays 0  
Abstaining 0                Absent 3

12.5.06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino Clerk of Legislature

R. 14117

## EASEMENT CONVEYANCE

(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS, that on this 18<sup>th</sup> day of November, 2008, **Jackson County, Missouri**, a corporation (Grantor) and **KANSAS CITY POWER & LIGHT COMPANY**, a Missouri corporation (Grantee), 1201 Walnut, Kansas City, Missouri, 64106.

WITNESSETH:

Grantor, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto KCP&L, and unto its successors and assigns, a right of way easement over, along, across, and under the lands hereinafter described; including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all related appurtenances for the transmission and distribution of electric energy and for KCP&L's communication purposes; including the right and privilege at any time and from time to time to patrol said right of way and to cut, top, trim, and remove such brush and trees if any on or adjacent to said right of way, whenever in KCP&L's judgment such will interfere with or endanger the construction, operation or maintenance of any appurtenances thereon; said right of way being over, along, across and under the following described lands in the County of **Jackson** and the State of **Missouri** to-wit:

**A tract of land 20 feet in width, the centerline of which is described as follows:**

**Commencing at the Northwest corner of Section 8, Township 49 North, Range 30 West of the Fifth Principal Meridian, Jackson County, Missouri ; thence S85°56'10"E a distance of 3,466.03 feet to a found right of way marker at centerline station 99+00 as shown on the final plans for State Highway FF; thence S88°27'50"W along said right of way, a distance of 48.14 feet to the intersection of said right of way and the Point of Beginning of the centerline of said easement, said point is 25 feet Westerly of the access road to the Missouri Department of Conservation Lake City Range, Project Job Number 78-02-05; thence 25 feet Westerly and parallel to said centerline the following courses and distances:**

**S00°08'10"W a distance of 195.20 feet to and along a curve to the right; said curve having a radius of 475 feet and an arc length of 296.42 feet; thence S35°53'30"W a distance of 147.53 feet to and along a curve to the left said curve having a radius of 559.60 feet and an arc length of 325.12 feet; thence S00°21'00"W a distance of 147.02 feet to and along a curve to the left, said curve having a radius of 569.67 feet and an arc length of 39.44 feet; thence S03°36'50"E a distance of 242.56 feet to and along a curve to the right , said curve having a radius of 569.70 feet and an arc length of 46.54 feet; thence S01°03'50"W a distance of 258.40 feet to and along a curve to the right, said curve having a radius of 411.27 feet and an arc length of 93.57 feet to Point "A";**

FILED  
NOV 18 2008  
MARY JO SPINO  
COUNTY CLERK

thence departing from said access road, S34°54'10"W a distance of 102.38 feet to and along a curve to the left, said curve having a radius of 195.87 feet and an arc length of 78.20 feet; thence S26°56'00"W a distance of 53.51 feet to and along a curve to the left, said curve having a radius of 439 feet and an arc length of 77.27 feet; thence S36°41'10"W a distance of 76.56 feet to and along a curve to the left, said curve having a radius of 476.72 feet and an arc length of 127.79 feet; thence S00°00'00"E a distance of 263.46 feet; thence N90°00'00"E a distance of 70.75 feet; thence N52°14'20"E a distance of 54.29 to the Point of Termination.

Also, beginning at Point "A" from the centerline described above; thence S74°01'30"E a distance of 109.54 feet to and along a curve to the right, said curve having a radius of 92.72 feet and an arc length of 69.31 feet; thence S08°56'20"E a distance of 135.66 feet to the Point of Termination.

**See Attached Exhibit "A"**

This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents, and immunities thereunto belonging or in any manner appertaining unto KCP&L and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Easement Conveyance to be executed and attested by its duly authorized corporate representatives, as of the day and year acknowledged below.

Jackson County, Missouri

By MSa  
Print Name Mike Sanders  
Title Jackson County Executive

ATTEST:  
Mary J. Spino  
CLERK OF COUNTY LEGISLATURE

APPROVED AS TO FORM  
M. J. Spino  
COUNTY COUNSELOR

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) Ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me a Notary Public, appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ of **Jackson County, Missouri**, who executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by the authority of it's Board of Directors and the said \_\_\_\_\_ acknowledged said deed to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: \_\_\_\_\_

Notary Public

Qtr NW Qtr NW S 08 T 49 R 30 County Jackson File# 4-2 WMS# 239997 By RA Validated By [Signature]

F NW SB, T49N, R30W

S 85°56'10" E  
3,466.03'

STATE HIGHWAY FF

POINT OF BEGINNING  
99+50

# EXHIBIT DRAWING

AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC UTILITIES BEING 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JACKSON COUNTY, MISSOURI; THENCE S 85°56'10"E, A DISTANCE OF 3,466.03 FEET TO A FOUND RIGHT OF WAY MARKER AT CENTERLINE STATION 99+00 AS SHOWN ON THE FINAL PLANS FOR STATE HIGHWAY FF; THENCE S 88°27'50"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 48.14 TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT, SAID POINT IS 25 FEET WESTERLY OF THE ACCESS ROAD TO THE MISSOURI DEPARTMENT OF CONSERVATION LAKE CITY RANGE, PROJECT JOB NUMBER 78-02-05; THENCE 25 FEET WESTERLY AND PARALLEL TO SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

S 0°08'10"W, A DISTANCE OF 195.20 FEET TO AND ALONG A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 475.00 FEET, AND AN ARC LENGTH OF 296.42 FEET; THENCE S 35°53'30"W, A DISTANCE OF 147.53 FEET TO AND ALONG A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 559.60 FEET AND AN ARC LENGTH OF 325.12 FEET; THENCE S 0°21'00"W, DISTANCE OF 147.02 FEET TO AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 569.67 FEET AND AN ARC LENGTH OF 39.44 FEET; THENCE S 03°36'50"E, A DISTANCE OF 242.56 FEET TO AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 569.70 FEET AND AN ARC LENGTH OF 46.54 FEET; THENCE S 01°03'50"W, A DISTANCE OF 258.40 FEET TO AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 411.27 FEET AND AN ARC LENGTH OF 93.57 FEET TO POINT A;

THENCE DEPARTING FROM SAID ACCESS ROAD, S 34°54'10"W, A DISTANCE OF 102.38 FEET TO AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 195.87 FEET AND AN ARC LENGTH OF 78.20 FEET;

THENCE S 26°56'00"W, A DISTANCE OF 53.51 FEET TO AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 439.00 FEET AND AN ARC LENGTH OF 77.27 FEET;

THENCE S 36°41'10"W, A DISTANCE OF 76.56 FEET TO AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 476.72 FEET AND AN ARC LENGTH OF 127.79 FEET;

THENCE S 0°00'00"E, A DISTANCE OF 263.46 FEET;

THENCE N 90°00'00"E, A DISTANCE OF 70.75 FEET;

THENCE N 52°14'20"E, A DISTANCE OF 54.29 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT, ALL IN JACKSON COUNTY, MISSOURI.

ALSO:

AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC UTILITIES BEING 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS;

BEGINNING AT POINT A FROM THE CENTERLINE DESCRIBED ABOVE; THENCE S 74°01'30"E, A DISTANCE OF 109.54 FEET TO AND ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 92.72 FEET AND AN ARC LENGTH OF 69.31 FEET;

THENCE S 8°56'20"E, A DISTANCE OF 135.66 FEET TO A POINT OF TERMINUS, ALL IN JACKSON COUNTY, MISSOURI.

BASIS OF BEARINGS IS GRID NORTH AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF CONSERVATION AND REFERENCED TO PROJECT CONTROL POINTS 12 AND 13 AS SHOWN ON THE APPROVED PLANS FOR PROJECT NUMBER: 78-02-05

### MONUMENT LEGEND

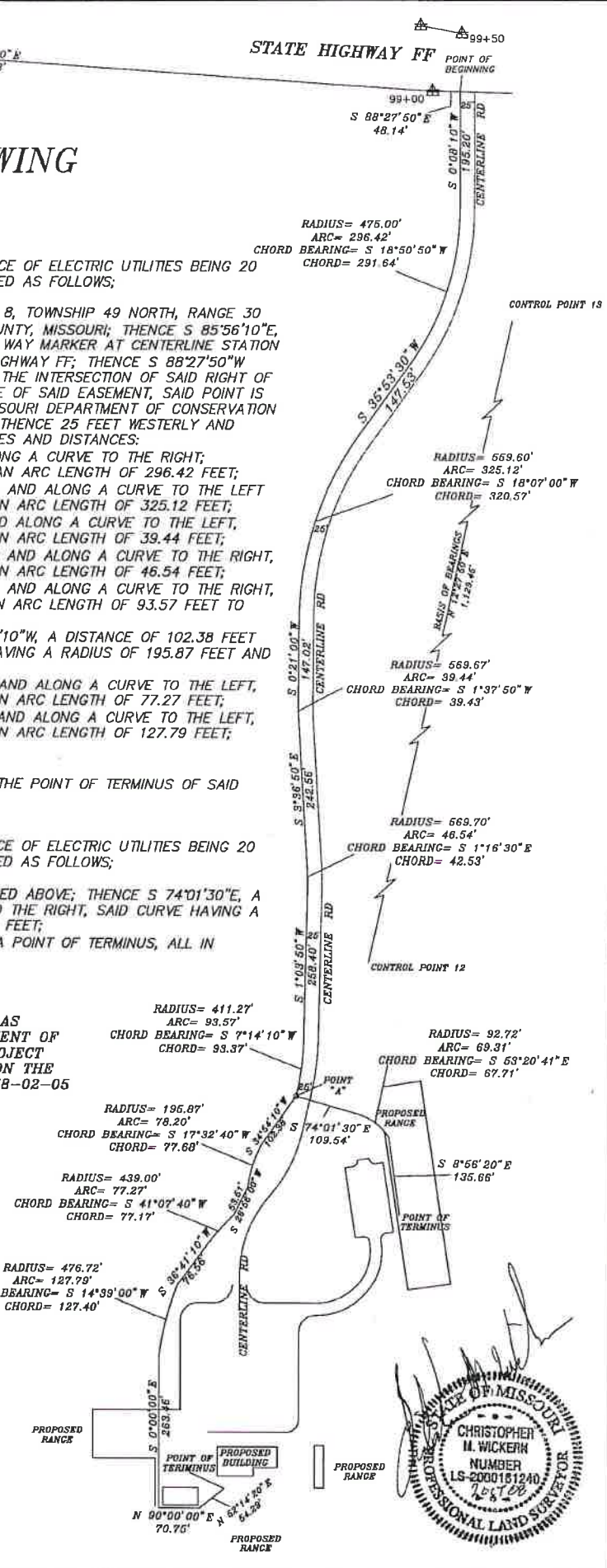
- ⊕ MONUMENT
- F FOUND
- △ R/W MARKER

NOT TO SCALE



SURVEY AND PLAT BY:  
ENGINEERING SURVEYS & SERVICES

CHRISTOPHER M. WICKERN  
PROFESSIONAL LAND SURVEYOR  
PLS-2000161240



R. 16117  
Clerk  
262  
14-07

**LEASE AND MEMORANDUM OF UNDERSTANDING  
BETWEEN JACKSON COUNTY, MISSOURI  
AND  
MISSOURI DEPARTMENT OF CONSERVATION**

THIS LEASE AND MEMORANDUM OF UNDERSTANDING ("Lease") is made as of this 29th day of Dec., 2006, between Jackson County, Missouri, a Constitutional Charter Home Rule County and political subdivision of the State of Missouri ("County") and the Department of Conservation, an authorized Departmental agency of the State of Missouri, ("MDC"), each individually a "Party" to this Lease and collectively "the Parties" hereto.

WHEREAS, the County and MDC desire to establish and maintain a closer working relationship; and,

WHEREAS, there is a need for increased public recreation and outdoor educational facilities in the Jackson County area; and

WHEREAS, the Parties desire to work together to develop additional public recreation and outdoor educational facilities in Jackson County, Missouri; and

WHEREAS, the County owns certain land located within its boundaries known as Landahl Park, operated by its Department of Parks and Recreation as a recreational area for use by the general public; and

WHEREAS, it is the desire of the MDC to construct and operate a shooting range and outdoor education center for use by the general public for the recreational sport of shooting and other conservation-related activities; and

**FILED**  
**DEC 29 2006**  
MARY JO SPINO  
COUNTY CLERK



WHEREAS, the County and MDC desire to enter into a Lease whereby MDC will use a portion of Landahl Park to construct and operate shooting and conservation education facilities for the general public in accordance with the terms hereinafter set out.

NOW, THEREFORE, in consideration of the promises, covenants and other agreements herein made, and the payment of One Dollar (\$1.00) and other good and valuable considerations the receipt of which is hereby acknowledged by the County, the Parties agree as follows:

1. Purpose

1.1 The County, pursuant to resolution of the County Legislature of Jackson County, Missouri, does hereby demise and lease to the MDC for use in accordance with the terms hereinafter set out certain real property located in Landahl Park, Jackson County, Missouri ("the Leased Premises"), more particularly described on the document attached hereto as Exhibit A.

1.2 For the term of this lease, MDC shall use the Leased Premises for the purpose of developing, constructing, and operating, at its own expense, a shooting range and outdoor education center, including rifle and pistol shooting ranges, a shotgun shooting field, a multipurpose classroom building, and a static archery range ("the Facility"). The operations and management of the Leased Premises and the Facility will be the responsibility of MDC, which shall establish limitations for its use and availability, all in accordance with this Lease and MDC policies. The County shall make no charges to the public for use of the Leased Premises or the Facility, except that the County may pass on reasonable

participation fees for events hosted by County on the Leased Premises as provided pursuant to section 1.6 below.

1.3 Whenever practicable and as permitted by law, the Parties intend to cause their efforts and methods to be compatible and complementary, in furtherance of the purposes of this Lease.

1.4 Site planning for the Facility and locations of all features thereon shall be mutually agreed upon by both Parties.

1.5 The Facility and all features thereon will be built in accordance with plans and specifications prepared by MDC with assistance of County as needed. MDC and the County mutually agree to share access roads and provide ingress/egress easements as may be required to facilitate access by the Parties and the public to both Parties' facilities in Landahl Park.

1.6 The County shall have access to the Leased Premises to host and sponsor statewide or regional sporting events no more than three (3) times per calendar year, which events may last no more than three (3) days per event. Proposed events will be reviewed a minimum of one (1) year in advance by both parties and held only on mutually agreed dates. The County shall have exclusive use of the Leased Premises during the events. However, all such events shall be open and free of charge to the general public as spectators. Any fees charged by the County to participants in the events may not be collected on the Leased Premises. The County agrees if the nature of the County events on the Leased Premises prevents or diminishes the general public's ability to utilize shooting facilities located thereon, that would otherwise be available for public

use, the parties will work cooperatively and exercise their best efforts to make available for the general public an alternate shooting facility in close proximity to the Leased Premises. If feasible, the County will make available, as an alternate shooting facility for the general public use, what is currently known as Lake City Range. The County may solicit and enter into commercial sponsorships for said events, provided no actions are taken to create the direct or indirect appearance that such sponsorships are endorsed or otherwise supported by MDC. Further, no advertising materials or other commercial displays shall be permitted on or within the Leased Premises without the prior written consent of MDC. Events that involve firearms shall be confined to the MDC designated shooting areas of the Leased Premises and will require MDC personnel on-site to supervise and operate the shooting range in order to maintain safety and security. Should MDC incur expenses for hourly labor or overtime to accommodate the County's events, the County will reimburse MDC for such hourly labor and overtime costs as are actually incurred by MDC. Events that do not utilize firearms will not require the presence of MDC personnel; however, MDC may elect to provide staff to protect its investment in the Leased Premises, without expectation of reimbursement from the County.

2. Liability and Indemnification provisions

2.1 The County agrees to indemnify and hold harmless MDC from any and all liability which may arise as a direct and proximate result of any occurrence, act, or omission during the course of, and proximately related to, the County's obligations under this Lease and Memorandum of Understanding. If the

County hosts separate sporting events, as described in section 1.6 herein, the County agrees to defend, indemnify and hold harmless MDC for any and all liability resulting from those separate sporting events. The County agrees to be responsible for the cost of any clean-up of, and repairs for damage to, the Leased Premises that MDC deems necessary as a result of any separate sporting events, as described in section 1.6 herein and hosted by the County, its subsidiaries, agents or assigns. MDC agrees to indemnify and hold harmless the County from any and all liability which may arise as a direct and proximate result of any occurrence, act, or omission during the course of, and proximately related to, MDC's obligations under this Lease and Memorandum of Understanding. Nothing in this Lease shall be construed to be a waiver of any governmental or sovereign immunities that MDC may enjoy under the law.

3. Relationship of the Parties.

3.1 No Party shall be authorized to assume or create any obligations on behalf of the other Party without the other Party's prior written agreement.

3.2 Neither Party will reference or use the other Party's name, logo, or trademark in marketing or other literature without the prior written approval of the other Party.

4. Management Committee and Notifications

4.1 Responsibility for the administration of this Lease lies with the Parties, but facilitation and direction of the efforts of the Parties under this Lease shall be coordinated by one representative from each Party, who shall serve as that Party's primary point of contact for the other Party.

The County's designee is the Director, Jackson County Parks and Recreation.

The MDC's designee is Outreach and Education Division Chief, Missouri Department of Conservation.

4.2 Notifications provided for in this Lease shall be in writing and shall be sent by registered or certified mail to each Party's designee at the following addresses:

Jackson County Parks and Recreation  
22807 Woods Chapel Road  
Blue Springs, MO 64015

Missouri Department of Conservation  
2901 W. Truman Blvd., P.O. Box 180  
Jefferson City, MO 65102

5. Responsibilities of the Parties

5.1 The County represents that it has good title to the Leased Premises without knowledge of any defects, environmental or otherwise, and will warrant and defend same against all claims as necessary to make the property available for the Parties' intended use hereunder.

5.2 The County will provide, at its own cost, necessary mowing, snow removal and maintenance of all areas proximate or adjacent to the Leased Premises, including but not limited to roads and ditches along routes of ingress and egress to the Leased Premises, to enhance the appearance and public use of the Leased Premises.

5.3 MDC will, at its own cost, design and construct improvements to the Leased Premises in accordance with its submitted designs and this Lease, and will not charge County for these improvements to the land so long as MDC shall occupy the Leased Premises for at least 50 years. All improvements will be

designed by MDC to effectively operate within the area of the Leased Premises, with plans to be provided to the County. MDC will fence the impact areas of all shooting ranges with a minimum of three strands of wire with adequate posting of the boundaries at 50' intervals and appropriate danger warning signs near the impact berm areas. The Parties contemplate that during the term of the Lease there may be additional improvements by MDC within the Leased Premises, including but not limited to additional shooting operations.

5.4 MDC will assume responsibility for the installation of all necessary utilities on the Leased Premises, at its own expense. The County authorizes MDC to pursue agreements with other entities to install utilities on County property outside of the Leased Premises as necessary to ensure desired services can effectively operate within the Leased Premises. The County agrees to execute all necessary right-of-way easements or other legal consent required to effectuate installation of water, sewer, electric, phone or other utility service to any entity requiring such consent. The County will have the option of connecting to these utilities at County expense, provided all County usage is metered separately and billed to the County as its sole responsibility.

5.5 MDC will design and construct a parking lot, one set of privies, one static archery range, and a pavilion for the County's use on County property adjacent to the Leased Premises in accordance with plans approved by the County, more particularly described in the document attached hereto as Exhibit B. The County shall grant MDC a construction easement on County property, outside the Leased Premises, for purposes of MDC access to the areas on which

the facilities described in this section will be built. The Parties will mutually agree on the location of said easement. Upon submission of invoices describing the work performed in accordance with approved plans, the County will reimburse MDC for the costs of the construction of these facilities, including the costs of any federal, state or local permits, section 5.7 of this Lease notwithstanding. The County will construct and maintain, at its own cost, all other facilities necessary to accommodate the intended public use of these facilities located outside of the Leased Premises.

5.6 MDC will construct a commercial grade entrance and roadway as mutually agreed to by the Parties to provide access to the Leased Premises. MDC shall be responsible for roadway pavement overlays and related maintenance repairs that result from the normal and intended use of the Lease. The County agrees to assume responsibility for all necessary repairs or renovations to the entrance and roadway due to any acts of commission or omission on the part of the County, its subsidiaries, agents or assigns, or from public use outside the scope of, or in excess of, the purposes contemplated within this Lease, or from use that is unique to the County-hosted events as described in section 1.6 of this Lease.

5.7 Except as otherwise specified in this Lease, each party agrees to obtain, at its own cost, all required federal, state or local permits for construction activities it undertakes pursuant to the terms of this Lease.

5.8 MDC will provide, at its own cost, maintenance of buildings, features and all equipment within the Leased Premises, including mowing and

snow removal. MDC will erect signs identifying the Leased Premises as an MDC built and operated facility, but also recognizing the participation of Jackson County Parks and Recreation. The County authorizes MDC to erect such signage outside of the Leased Premises so long as it does not interfere with the reasonable use and enjoyment of County property.

5.9 MDC will permit the County to reserve, free of charge, the multipurpose classroom in the Leased Premises for conservation education-related meetings or other natural resources conservation-related usage on a regularly scheduled basis as agreed upon by both Parties.

5.10 Upon making the Leased Premises available for public use, MDC shall relinquish to the County, by termination of its current lease upon mutually acceptable terms, all possession and operation of the existing Lake City Shooting Range. The County will thereafter make the Lake City Shooting Range available to MDC, at no charge, for youth programs and overflow or special events if requested and if the Facility is otherwise available. The parties will formalize this understanding in a separate Lease Termination Agreement, which shall also acknowledge the County's agreement to assume responsibility for any structural liability, or environmental liability that may result from the prior and/or continued use of this property as a firearms shooting range.

5.11 MDC shall be given reasonable opportunity to provide input in the design of other features within Landahl Park outside the Leased Premises to insure that they complement the Lease and its intended use.



5.12 The Parties' obligations under this section are subject to availability of budgeted funds and appropriations that will reasonably permit construction and maintenance of the improvements described herein.

6. Term and Termination of Lease

6.1 This Lease shall be effective as of the date first set forth above upon the execution by all the Parties, and shall terminate fifty (50) years from the effective date unless otherwise mutually agreed upon by the Parties.

6.2 Either Party may terminate this Lease in accordance with the procedures of this section. A party shall initiate termination proceedings by serving written notice of its intent to terminate, describing the justification for termination, to the other Party. The date of receipt of the intent to terminate notice shall commence a sixty (60) day period wherein the Parties shall negotiate in good faith to avoid the necessity of termination. Should a party desire to proceed with termination after the sixty (60) day negotiation period, it may terminate this Lease by serving written notice of termination to the other Party. Said termination shall be effective sixty (60) days after receipt of said notice by the other Party. In the event notice of termination is served by either Party, MDC shall be allowed to remove all furniture, supplies, equipment, trap machines and audio-visual educational equipment, but no buildings or other improvements, from the Leased Premises. Further, all signs identifying the Leased Premises as an MDC facility shall be removed upon termination of this Lease.

6.3 If the County shall issue notice of termination of this Lease within the first thirty (30) years of the Lease, the County shall reimburse MDC the total amount MDC has incurred to construct the facilities and improvements present on the Leased Premises as of the date of termination. If the County shall issue notice of termination of this Lease after the 30<sup>th</sup> year of this Lease, the County shall pay MDC an amount equal to the fair market value of all facilities and improvements on the Leased Premises constructed and paid for, directly or indirectly, by MDC, as of the proposed date of termination, as determined by a mutually agreed-to professional appraisal. Payment by the County pursuant to this section shall be paid by the County on the date of termination.

6.4 If through no fault or cause of a Party, physical use of the property and facilities described herein shall become a practical or legal impossibility due to some unforeseen event, act of God, or order of a court of competent jurisdiction, then that Party may terminate the Lease pursuant to the notice requirements described herein, without cost or reimbursement of any kind.

6.5 Termination of this Lease shall not terminate rights and obligations of the Parties which arose prior to such termination.

6.6 Upon the termination of this Lease, regardless of cause or manner, the County, its subsidiaries, agents and assigns agree to assume responsibility for any structural liability, or environmental liability that may result from the continued use of this property as a firearms shooting range

after the date of termination. As between the Parties, the County indemnifies MDC for any claims, demands, or causes of action for any environmental liability for the Leased Premises that may exist as a result of activity that occurred on the Leased Premises prior to execution of this Lease. For all activity that occurred on the Leased Premises during the period of this Lease (after execution and prior to termination), the Parties agree to assume environmental liability as assigned between them by federal and state law. Nothing contained herein shall be construed as a waiver of any governmental immunity either Party may enjoy under the law.

7. Rights in Data

7.1 Notwithstanding any provision in this Lease to the contrary, each Party shall retain all of its rights in its designs, specifications, plans, databases, computer software, and other proprietary property whether developed, utilized, or modified pursuant to this Lease. Nothing in this Lease shall be interpreted as granting a license to use or transferring any intellectual property rights of any Party, including, but not limited to, copyrights, trademarks, trade secrets, and patents, unless specifically stated in a separate writing signed by the Parties.

8. Integration and Modification

8.1 This Lease represents the entire and integrated agreement regarding the Leased Premises between the Parties and supersedes all prior or contemporaneous negotiations, representations or agreements, whether written or oral, with the exception of the Lease Termination Agreement

referenced in section 5.10 herein. This Lease may be amended only by a written instrument signed by each of the Parties.

9. Governing Law

9.1 This Lease shall be governed by and interpreted pursuant to the laws of Missouri.

10. Third Party Rights

10.1 Nothing in this Lease shall be construed to give any rights or benefits to any person, individual or entity other than the County and MDC.

11. Assignment

11.1 No Party may assign or delegate this Lease or any of its rights or obligations under this Lease without prior written consent of the other Party; provided, however, either Party upon written notice to the other Party may assign the obligations and rights under this Lease to any subsidiary without the prior written consent of the other Party.

12. Dispute Resolution

12.1 In case of any dispute or disagreement concerning the construction or interpretation of the terms and conditions, or concerning the operation of, this Lease, including disputes regarded as such by only one of the Parties, the Parties shall negotiate in good faith for a period of sixty (60) days to resolve such dispute.

12.2 In the event that negotiation does not result in the resolution of the issue in controversy, the matter may be submitted to mediation prior to the filing of any legal action.

12.3 In the event legal action is required to settle any dispute, the Parties agree that venue shall lie in the Circuit Court of Cole County, Missouri.

IN WITNESS WHEREOF, the Parties have signed this Lease.

JACKSON COUNTY, MISSOURI

MISSOURI DEPARTMENT OF  
CONSERVATION

By   
Katheryn J. Shields, County Executive

By   
Director

APPROVED AS TO FORM:

ATTEST:

  
Edward B. Rucker, County Counselor

  
Commission Secretary

ATTEST:

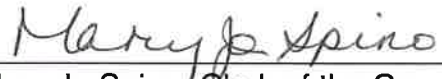
  
Mary Jo Spino, Clerk of the County Legislature

Exhibit A  
Legal Description of Leasehold

## **Leasehold Map**

This map represents the positions and limits of a proposed leasehold agreement at Landahl Park in Jackson County, Missouri. The lines and points shown are the mathematical values that express spatial positions of the leasehold limits. This does not purport to represent a boundary survey and does not reflect a recordable interest in real estate.

### **General Notes**

1. Units represented on this map are in the United States Survey Foot[Feet]. For this project, the conversion factor used for Systems International to FootUS was 3.28083333.
2. Line distance dimensions on the map are ground distances. A Combined Factor of 0.99991427 was used for this project.
3. Coordinates associated to the horizontal control and breakpoints of the leasehold line are reported in the Missouri Coordinate System of 1983, NAD 83 (CORS96). The coordinate network for the site was established 15 June 2005 via static GPS sessions submitted to the National Geodetic Survey for solutions by the On-Line Positioning Users Service. Control positions meet or exceed a relative positional tolerance of 0.020(m).

The leasehold area is described as follows:

Beginning at the most northerly and easterly corner of the leasehold tract located at North 1,060,252.48, East 2,861,330.18 SPC MO W; thence S 89°47'51" E, 328.07' to point of curvature; thence along a circular curve concave to the right (south), having a radius of 750.57661',  $\Delta$  89°22'34" right with a chord bearing of N 45°06'34" W, an arc length of 1170.83' to the point of tangency, thence S 00°25'17" E, 768.43'; thence S 46°11'52" W, 1160.70'; thence N 90°00'00" W, 772.60' to the thread of a creek being the west bound of the leasehold area, continuing northerly along the meander of the thread of the creek through the following courses; thence N 21°20'30" W, 358.38'; thence N 28°32'07" W, 136.76'; thence N 57°10'47" E, 26.72'; thence N 05°33'31" E, 100.73'; thence N 13°30'29" W, 120.17'; thence N 33°11'09" E, 66.39'; thence N 14°02'06" W, 70.77'; thence N 40°28'46" W, 98.31'; thence N 39°03'36" E, 235.05'; thence N 02°58'27" E, 20.77'; thence departing the meander of the thread of the creek S 90°00'00" E, 490.97'; thence N 20°32'14" E, 376.21'; thence N 01°33'25" E, 334.89'; thence N 03°31'05" W, 285.68'; thence N 00°16'29" E, 258.03' to the most northerly and easterly corner of the leasehold tract located at North 1,060,252.48, East 2,861,330.18 SPC MO W; said leasehold area containing 63.86 acres, more or less.

Exhibit B  
Specifications of Construction Items Outside of Leasehold