

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION TO LEASE CITY OWNED LAND THE WAS DEVELOPED FOR THE GENERAL USE OF THE PUBLIC.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF ST. MARY, AS FOLLOWS:

SECTION ONE: The Mayor Carlton Wyatt is hereby authorized to enter into an agreement with Missouri Department of Conservation, and agency of the State of Missouri, whereby the city will lease for Twenty Five (25) years City owned land that is adjacent to the old channel of the Mississippi River commonly known as the Old River in the City of St. Mary, Missouri. The purpose is for the developed land that is used by the general public, with all necessary documents to be signed by Mayor Carlton Wyatt.

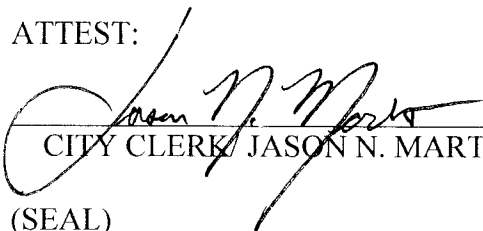
SECTION TWO: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION THREE: This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this the 12th day of August, 2010.


MAYOR CARLTON WYATT

ATTEST:


CITY CLERK JASON N. MARTIN
(SEAL)

DATE OF 1ST READING: AUGUST 12TH 2010

DATE OF 2ND READING: AUGUST 12TH 2010

PASSED AND APPROVED THIS 12TH DAY OF AUGUST, 2010 BY A ROLL CALL VOTE OF THE ST. MARY BOARD OF ALDERMEN AS FOLLOWS:

FIRST VOTE:

Alderman Bequette:	<u>AYE</u>
Alderman Gerardot:	<u>AYE</u>
Alderman Cassoutt:	<u>AYE</u>
Alderman Bovey:	<u>AYE</u>

SECOND VOTE:

Alderman Bequette:	<u>AYE</u>
Alderman Gerardot:	<u>AYE</u>
Alderman Cassoutt:	<u>AYE</u>
Alderman Bovey:	<u>AYE</u>

Lease Agreement

This Agreement entered into on this 14th day of October, 2010 by and between the City of St. Mary, Missouri a municipal corporation, hereinafter referred to as "The City," and The Missouri Department of Conservation, an agency of the State of Missouri, hereinafter referred to as "The Department."

Witnesseth:

Whereas, The City owns land adjacent to the Old Channel of the Mississippi River commonly known as the Old River in the City of St. Mary, Missouri, and it is the desire of The Department to lease again for the use of the general public access area on the Old River the land owned by The City, and

Whereas, it is the desire of the City to lease to the Department, in accordance with the terms hereinafter set out, certain property for use as a public access area on the Old River,

Now Therefore, in consideration of the promises and covenants and other agreements herein made and the payment of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by The City, the parties agree as follows:

1. The City, pursuant to an Ordinance passed by The Board of Aldermen of the City of St. Mary, Missouri, does hereby demise and lease to The Department certain property described in paragraph three (3) below, owned by it and located in St. Mary, Missouri, for a period of Twenty Five (25) years, beginning on the date of the execution of this instrument and termination Twenty Five (25) years thereafter.
2. If the Department should fail to continue using the leased property as a public access area on the Old River, or should fail to keep the other agreements contained herein, then this agreement may be terminated by The City giving sixty (60) days written notice of its desire to terminate this agreement, and unless the property is then used as a public access area or the other agreements then performed by The Department, this agreement will then be terminated.
3. The property to be leased by The City to The Department is more particularly described on the attached Exhibit A which is attached hereto and made a part hereof as though fully set out.
4. The Department agrees to maintain at its direction an access area that will include a boat launching facility and other such facilities that may be necessary for the proper use and operation of an access area for the general public. The Department is to maintain this access area in accordance with its plans and specifications and no commercial advertising or vending of merchandise will be allowed on the area.

5. The Department covenants and agrees:

- A) To use the above described premises for the purpose of maintaining an access area including a boat launching facility among others, and maintaining said property as an access area on the Old River for the use of the general public, and for no other purpose, unless the written consent of The City is first obtained.
- B) Not to assign this lease or sublet the above described property or any part thereof without first obtaining the written consent of The City.
- C) That the City shall have full and unimpeded rights of ingress and egress across the above described premises for the purpose of repairing, maintaining or improving its facilities, law enforcement and other maintenance.

6. The City agrees to provide routine maintenance of the area consisting of mowing and the control of other weeds and grasses, to provide removal of trash and other litter from the area, to remove silt from the boat launching ramp and parking areas, to grade the roads and parking areas, and to keep the premises in a safe and clean condition during the term of this agreement. Any major repairs to or replacement of the boat ramp or other structure placed on the area by The Department will be done at the expense of and at the direction of The Department.

7. This area is only to be used by The Department for the purpose of developing an access area on the Old River. This facility will be open for the use of all the general public during the term of this Agreement. The City shall in no way restrict public use and access to this area or the facilities thereon except as may be necessary for normal law enforcement of the ordinances of The City.

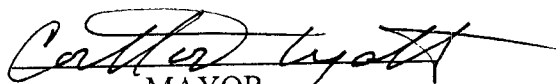
8. The Department specifically reserves the right to terminate this agreement by providing The City sixty (60) days written notice of their intention to terminate this agreement. Upon termination, all rights and obligations of the parties under this instrument will cease. The Department upon termination, shall have the right to enter the premises and remove any personal property or fixtures that can be removed without damage.

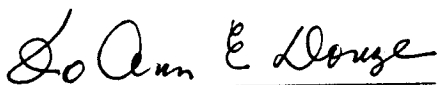
9. In case of any breach or default by The City of this agreement, or should this agreement be terminated by The City for other than breach or default by The Department, prior to its expiration date, The City shall pay to The Department the full cost of any and all improvements made thereon by The Department minus that total amount actually expended by The City to maintain said area as set out above in paragraph Six (6).

10. The Department covenants and agrees that any major changes or improvements to the developed access area and related facilities along the Old River will be presented to The City for the review and approval prior to the construction of such improvements, and such approval should not be unreasonably withheld by The City.

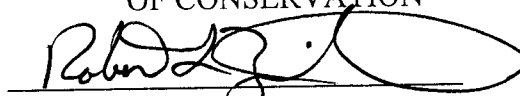
IN WITNESS WHEREOF: The City and The Department caused this agreement to be executed by their respective officials and to be duly authorized on the day and year first above written.

LESSOR: CITY OF ST. MARY,
MISSOURI



MAYOR


ATTEST: CITY CLERK

LESSEE: MISSOURI DEPARTMENT
OF CONSERVATION


DIRECTOR

APPROVED BY LEGAL COUNSEL

 8-19-11



ATTACHEMENT A

A TRACT OF LAND IN THE CITY OF ST. MARY, MISSOURI, STE.
GENEVIEVE COUTNY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT -OF-
WAY OF THE ROAD LEADING TO KASKASKIA ISLAND AND THE
LINE DIVIDING THE STATE OF MISSOURI AND THE STATE OF
ILLINOIS; THENCE SOUTHEASTERLY ALONG SAID STATELINE TO A
POINT ON THE STATELINE 600 FEET SOUTHEASTERLY OF A LINE
MARKING AN EXTENSION OF PINE STREET TO SAID STATELINE;
THENCE SOUTHWESTERLY TO THE EAST RIGH-OF-WAY OF THE
ST. LOUIS AND SAN FRANCISCO RAILWAY; THENCE
NORTHWESTERLY ALONG SAID RAILWAY RIGHT-OF-WAY TO ITS
INTERERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THE
ROAD LEADING TO KASKASKIA ISLAND; THENCE
NORTHEASTERLY ALONG SAID ROAD RIGHT-OF-WAY TO THE
POINT OF BEGINNING.