

RESOLUTION NO. 02-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING A LAND USE LEASE RENEWAL BETWEEN THE CITY OF CLINTON AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (DNR).

WHEREAS, the City owns property adjoining DNR's Katy Trail State Park at Mile Post 264.6; and

WHEREAS, DNR desires to continue usage of a parking facility on Wagoner Memorial Park property to provide trail head facilities for users of the Katy Trail and other recreational purposes; and

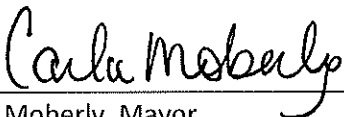
WHEREAS, the City is agreeable to lease said property to DNR;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The attached Land Use Lease Renewal is hereby approved.


Section 2. The Mayor is authorized to execute the document on behalf of the City of Clinton.

Read and passed this 16th day of January, 2024.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
LAND USE LEASE RENEWAL**

THIS LICENSE RENEWAL AGREEMENT, HE9902 (Agreement), is made this year 2024 between the **CITY OF CLINTON** (hereafter "the City"), and the **MISSOURI DEPARTMENT OF NATURAL RESOURCES** (hereafter "DNR").

WHEREAS, DNR has acquired, for rails-to-trails conversion, former railroad property (hereafter "Katy Trail State Park") in the corporate limits of Clinton, Henry County, Missouri to provide recreational opportunities for the Clinton community and other users of DNR's Katy Trail State Park;

WHEREAS, the City owns property adjoining DNR's Katy Trail State Park at Mile Post 264.6 that is administered by the City as Wagoner Memorial Park;

WHEREAS, DNR desires to continue usage of a parking facility on Wagoner Memorial Park property to provide trail head facilities for users of DNR's Katy Trail State Park and other recreational purposes (hereafter "trail head"); and

WHEREAS, the City is agreeable to lease certain Wagoner Memorial Park property to DNR for DNR's Clinton trail head.

WITNESSETH

1. **PREMISES:** In consideration of the rental hereinafter provided to be paid by DNR to the City, and of the covenants and agreements as hereinafter set forth, the City hereby leases to DNR the following described premises (hereafter "lease premises") located in the corporate limits of Clinton, Henry County, Missouri, to-wit:

AN AREA COMPRISING 1.65 ACRES, MORE OR LESS, AS DEMARCATED ON EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, SITUATE IN THE CITY OF CLINTON, HENRY COUNTY, MISSOURI AND LEGALLY DESCRIBED AS FOLLOWS:

THE NORTH 186.72 FEET OF LOT SIXTEEN (16) IN LINCOLN SUBURBAN ACREAGE SUBDIVISION OF HENRY COUNTY, MISSOURI; ALSO ALL OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING SOUTH AND EAST OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES' KATY TRAIL STATE PARK (FORMERLY THE MISSOURI-KANSAS-TEXAS RAILROAD RIGHT-OF-WAY, NOW RAILBANKED), ALL IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 26 WEST, HENRY COUNTY, MISSOURI. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

2. **TERM:** The primary term of this lease shall be for TWENTY-FIVE (25) YEARS commencing on February 1st, 2024. Possession of the lease premises shall be given upon

the date of this agreement, and surrendered on the last day of this lease on the 31st day of January 2049, as hereinafter provided.

3. **RENTAL:** DNR agrees to pay the City as rental for the use of the lease premises the annual fee of ONE DOLLAR (\$1.00), payable upon demand by the City.
4. **USE:** DNR covenants and agrees that during the term of this lease it will use the lease premises for the construction and maintenance of a trail head facility for approved uses of Katy Trail State Park to provide recreation opportunities for the Clinton community and other users of Katy Trail State Park.
5. **IMPROVEMENTS:**
 - a. DNR shall, at DNR's expense, construct on the lease premises a trail head parking facility, all as depicted on Exhibit "B," attached hereto and incorporated herein by reference, including all utility installation.
 - b. DNR shall be responsible for payment of the trail head's monthly utility billings for water, electric, and sewage disposal costs.
 - c. DNR shall, at its discretion, make necessary repairs to the surface of the trail head parking facility, and shall repair, as needed, the trail head's restroom facilities and information board.
6. **RESTROOM APPEARANCE:** The City agrees to provide, at the City's expense, services and supplies necessary to maintain clean and sanitary conditions of the trail head's restroom, including all necessary paper products and their disposal. The City does not assume any responsibilities for needed repairs to said restroom.
7. **TRAILHEAD-APPEARANCE:** The City agrees to care for the grounds of the trail head, including mowing of grass, and to keep the parking area, driveway, and the whole of the premises in a clean, sanitary condition.
8. **SECURITY:** The City agrees to make available, at the City's discretion, law enforcement personnel to patrol the trail head to ensure the safety of users of the trail head and to deter vandalism to DNR's trail head improvements and developments. DNR hereby reserves the right to permanently close its restroom facilities in the event of re-occurring vandalism to DNR's restroom facilities located at the trail head.
9. **TERMINATION:**
 - a. Upon the expiration or any termination of this lease, DNR will surrender possession and vacate the lease premises immediately upon such expiration or termination; or DNR and the City may extend this lease for successive 25-year terms upon execution of a written extension approved by both parties.
 - b. It is understood by the parties that due to the nature of DNR's ownership of DNR's Katy Trail State Park immediately adjoining the subject lease property, DNR may terminate this lease upon thirty (30) days written notice if Katy Trail State Park right-of-way is required for railroad purposes pursuant to the National Trails System Act, 16 U.S.C. § 1241, et seq., as amended.

10. **ASSIGNMENT:** DNR shall not assign or otherwise transfer any rights, interest, or responsibilities under this lease without the prior written consent of the City.

11. **MISCELLANEOUS:**

- a. This lease, and all of the provisions contained herein, shall be binding upon the parties hereto, their successors and assigns.
- b. Any notice herein required to be given by either party shall be deemed properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, addressed as follows:

If to Licensor:
City Administrator
City of Clinton
105 East Ohio Street
Clinton, MO 64735
Office: (660) 885-6121

If to Licensee:
Real Estate Section
DNR/Division of State Parks
P.O. Box 176
Jefferson City, MO 65102
Office: 573-526-4786

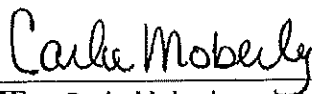
With a copy to:
Katy Trail State Park Coordinator
Rock Bridge Memorial State Park
5901 S. Hwy. 163
Columbia, MO 65203
Office: 573-449-7402
FAX: 573-442-2249

- c. No oral promises, oral agreements or oral warranties shall be deemed a part of this lease, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this lease be binding upon either party hereto unless the same be supplemented, altered, changed or amended by an instrument in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR
CITY OF CLINTON, MISSOURI

LESSEE
STATE OF MISSOURI
DEPARTMENT OF NATURAL
RESOURCES



NAME: Carla Moberly
TITLE: Mayor
DATE: 1-18-24



DAVID KELLY, DIRECTOR
DIVISION OF STATE PARKS

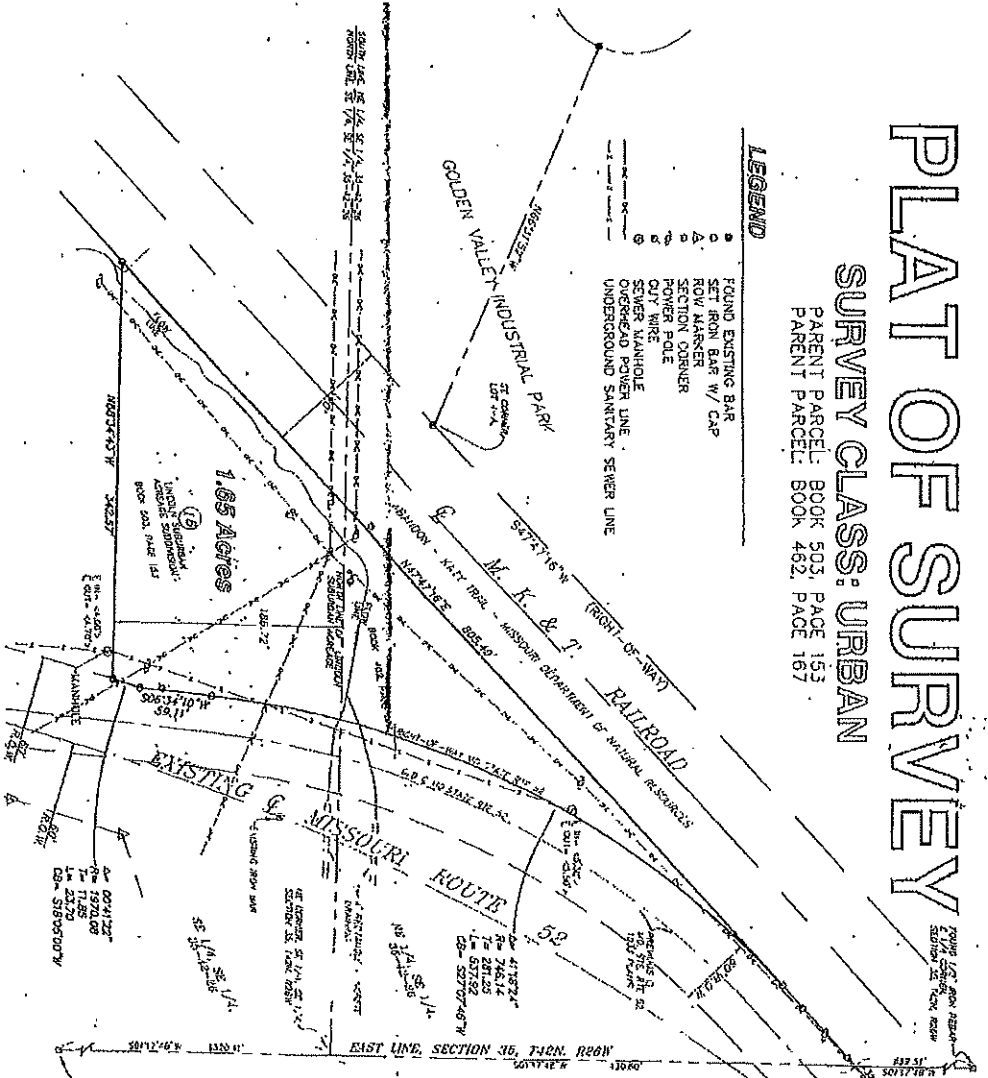
Exhibit A

PLAT OF SURVEY

SURVEY CLASS: URBAN
 PARENT PARCEL: BOOK 503 PAGE 153
 PARENT PARCEL: BOOK 482 PAGE 187

LEGEND

- FOUND EXISTING BAR
- SET IRON BAR W/ CAP
- ▲ ROW MARKER
- △ SECTION CORNER
- POWER POLE
- ◇ CUTTING CORNER
- OVERHEAD POWER LINE
- UNDERGROUND SANITARY SEWER LINE



CERTIFICATION
 I hereby certify that this survey and plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified land surveyor in the State of Missouri. This survey was made in accordance with the current laws and rules of the State of Missouri. The Missouri Department of Natural Resources is the official record of this survey.

[Signature]
 JAMES T. WARD, LAND SURVEYOR
 MISSOURI DEPARTMENT OF NATURAL RESOURCES

FOR: CITY OF CLINTON
 A TRACT LOCATED IN SECTION 35, T42N, R26W
 CITY OF CLINTON
 HENRY COUNTY, MISSOURI

Whitehead Associates
 P.O. BOX 441
 CLINTON, MO 65033-0441
 (417) 882-8811

| DATE | BOOK | BY | JOB NO. | SCALE | SHEET NO. |
|----------|------|-----|---------|--------|-----------|
| 02/11/08 | 385 | JTW | 25001 | 1"=80' | 1 |

LEGAL RESERVATION:
 This map is subject to all laws, ordinances, rules and regulations of the Missouri State Board of Survey and the Missouri State Board of Surveyors. It is further subject to all laws, ordinances, rules and regulations of the City of Clinton, Missouri. It is also subject to any and all amendments, reservations and restrictions of record.

