

AGENDA ITEM

July 6, 2021

Subject: Missouri Department of Conservation CAP Agreement

Department: Parks & Recreation

The Missouri Department of Conservation Community Assistance Program (CAP) was renewed in July 2001 for fisheries management for Radio Springs Lake and Izaak Walton Lake. The agreement is set to expire July 2026.

The Missouri Department of Conservation informed us their CAP agreement has been updated and requested a renewal.

Manager's Note:

- This agreement is for 25 years and will expire July 2046.
- We requested updated signage a few months ago from Missouri Department of Conservation and they are installed at Radio Springs & Walton.

BILL NO. 2021-042

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING A COMMUNITY ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION, FOR THE RADIO SPRINGS LAKE AND IZAAC WALTON LAKE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA MISSOURI THAT:

Section 1. The Agreement between the City of Nevada, Missouri and The Missouri Department of Conservation for a Community Assistance Program, attached hereto and incorporated herein by reference is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the same and affix the corporate seal.

The ordinance shall be in full force and effect after its passage.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this _____ day of _____, 2021.

(SEAL)

George Knox, Mayor:

Michele Bailey, City Clerk

**AGREEMENT BETWEEN THE
CITY OF NEVADA
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between the CITY OF NEVADA (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns two tracts in Vernon County, one known as Radio Springs Lake (7 acres) and the other known as Izaak Walton Lake (10 acres) that are used by the City for general recreation, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on July 3, 2001 for the Area which is hereby superseded and replaced; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as the City jurisdiction permits, for the safety and well-being of the Area's users and facilities.

- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watersheds of Radio Springs Lake and Izaak Walton Lake to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lakes.
- B. Provide periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.

- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF NEVADA

CITY MANAGER

Attest:

City Clerk

EXHIBIT A

FORM NO. 4-CLASS 2

Demare's Stationery Co., 908 Walnut, Kansas City, Mo.

Corporation Warranty Deed

This Indenture, Made on the fifth day of July A. D. One Thousand Nine Hundred and Seventy-four by and between THE ISAAC WALTON FISHING CLUB

a corporation duly organized under the laws of the State of Missouri, of the County of Vernon, State of Missouri, party of the first part, and The City of Nevada, Missouri,

of the County of Vernon, State of Missouri, party of the second part. (Mailing address of said first named grantee is c/o City Manager, City Hall, Nevada, Mo.)

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of FORTY THOUSAND and 00/100----- DOLLARS, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part, and unto its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Vernon and State of Missouri to-wit: All

of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-two (32), Township Thirty-six (36), Range Thirty-one (31); and the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Thirty-six (36), Range Thirty-one (31), EXCEPT the North 20 feet thereof and EXCEPT that part conveyed to the State of Missouri for highway purposes, in VERNON COUNTY, MISSOURI.

This corporation warranty deed is being made to correct an erroneous description in corporation warranty deed between the same parties as above named dated ---day of May, 1974 and recorded May 22, 1974 at 2:00 P. M. in Book 297 at Page 636, Recorder's office of Vernon County, Missouri.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors and assigns forever, the said THE ISAAC WALTON FISHING CLUB

hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that THE ISAAC WALTON FISHING CLUB

will warrant and defend the title of the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Signature of Charles E. McCuibson, Secretary.

THE ISAAC WALTON FISHING CLUB By E. E. Treel, President.

MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF VERNON } ss. On this fifth day of July 1974
before me, appeared E. E. Teel

to me personally known, who being by me duly sworn, did say that he is the President of

THE ISAAC WALTON FISHING CLUB

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. E. Teel acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Nevada, Missouri, the day and year last above written.

My commission expires Nov. 28, 1974

Helen LaGuire
Notary Public within and for said County and State
Helen LaGuire

Warranty Deed	FROM	TO
	SECRET	SECRET
Filed for record this 10 day of July A.D., 1974 at 11 o'clock and 55 minutes, P.M. Recorded in Book 315 at Page 628		
By <i>Erma Hawkins</i> Recorder <i>Merl Fellows</i> Deputy		
Recorder's Fee, \$		

STATE OF Missouri }
COUNTY OF Vernon } ss.

IN THE RECORDER'S OFFICE

I, Merl Fellows, Recorder of said County, do hereby certify that the within instrument of writing was, at 11 o'clock and 55 minutes A.M., on the 10 day of July A.D., 1974, duly filed for record in my office, and is recorded in the records of this office, in book 315, at page 628.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Nevada, Missouri this 10 day of July A.D., 1974

Merl Fellows RECORDER
Erma Hawkins

Corporation Warranty Deed

This Indenture, Made on the 20th day of May A. D., One Thousand Nine Hundred and Seventy-four by and between ^{THE} ISAAC WALTON FISHING CLUB, a benevolent corporation organized under a pro forma decree in the October Term 1925 of the Circuit Court of Vernon County, Missouri, a corporation duly organized under the laws of the State of Missouri, of the County of Vernon, State of Missouri, party of the first part, and THE ISAAC WALTON FISHING CLUB, a benevolent corporation organized under pro forma decree in the Circuit Court of Vernon County, Missouri, dated March 18, 1948, being the successor corporation to the grantor corporation above named, of the County of Vernon, State of Missouri, party of the second part, (Mailing address of said first named grantee is Nevada, Missouri 64772).

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of other good and valuable consideration and TEN-- DOLLARS, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part, its ^{successors} ~~and~~ and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Vernon and State of Missouri to-wit: All

The South Half of the Southeast Quarter of the Southeast Quarter ($8\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 32, Township 36, Range 31; and the South Half of the Southwest Quarter of the Southwest Quarter ($8\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 33, Township 36, Range 31, EXCEPT the North 20 feet thereof, in Vernon County, Missouri.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors ~~and~~ and assigns forever, the said

THE ISAAC WALTON FISHING CLUB

hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that

THE ISAAC WALTON FISHING CLUB

will warrant and defend the title of the said premises unto the said party of the second part and unto its ^{successors} ~~and~~ and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

THE ISAAC WALTON FISHING CLUB

Secretary.

By Robert L. Ewing
Robert L. Ewing President. on
March 18, 1948

Corporation Warranty Deed

This Indenture, Made on the _____ day of May A. D., One

Thousand Nine Hundred and Seventy-four by and between The Isaac Walton Fishing Club

a corporation duly organized under the laws of the State of Missouri, of the County of Vernon, State of Missouri, party of the first part, and The City of Nevada, Missouri,

of the County of Vernon, State of Missouri, part Y of the second part, (Mailing address of said first named grantee is c/o City Manager, City Hall, Nevada, Mo).

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of FORTY THOUSAND and 00/100ths ----- DOLLARS,

to it in hand paid by the said part Y of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said part Y of the second part, & unto its successors heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Vernon and State of

Missouri to-wit: All of the South Half (S½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-two (32), Township Thirty-six (36), Range Thirty-One (31), and the South Half (S½) of the Southwest Quarter (SW¼) of Section Thirty-three (33), Township Thirty-six (36), Range Thirty-one (31) except the North (N) Twenty (20) feet thereof and except that part conveyed to the State of Missouri for highway purposes.

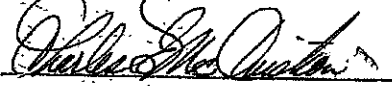
TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part of the second part and unto its successors heirs and assigns forever, the said

Isaac Walton Fishing Club

hereby covenanting that it is lawfully seized of an inchoate estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that the Isaac Walton Fishing Club

will warrant and defend the title of the said premises unto the said part Y of the second part and unto its successors heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.


Secretary.

ISAAC WALTON FISHING CLUB
By 
President.

MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI } ss.
 COUNTY OF VERNON }
 On this 21st day of May 1974
 before me, appeared E. E. Reed
 to me personally known, who being by me duly sworn, did say that he is the President of
The Isaac Walton Fishing Club
 a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation
 and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of
 Directors, and said E. E. Reed
 acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal
 at my office in Nevada Missouri, the day and year last above written.

My commission expires January 23, 1978 Notary Public within and for said County and State
Carolyn S. Wallace
 Carolyn S. Wallace

Warranty Deed	FROM	INDEX	TO	Filed for record this <u>22</u> day of <u>May</u> A.D., 19 <u>74</u> at <u>2</u> o'clock, <u>—</u> minutes, <u>P.</u> M. Recorded in Book <u>227</u> at Page <u>636</u> <u>Merl Fellows</u> Recorder. By <u>Edna Frank</u> Deputy. Recorder's Fee, \$ _____	City of Nevada Edna Frank
	COMPARED				

STATE OF Missouri } ss.
 COUNTY OF Vernon }
 IN THE RECORDER'S OFFICE

I, Merl Fellows, Recorder of said County, do hereby certify that the within
 instrument of writing was, at 2 o'clock and — minutes, P.M., on the 22 day of May
 A. D., 1974, duly filed for record in my office, and is recorded in the records of this office, in book 227, at page 636

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Nevada, Missouri
 this 22 day of May A. D., 1974

Merl Fellows RECORDER
Edna Frank

A F F I D A V I T

STATE OF MISSOURI)
) ss
COUNTY OF VERNON)

Re: Abstract of Title to the South Half of the Southeast Quarter of the Southeast Quarter (S½ SE¼ SE¼) of Section Thirty-two (32) and the South Half of the Southwest Quarter of the Southwest Quarter (S½ SW¼ SW¼) of Section Thirty-three (33) EXCEPT the North Twenty (20) feet thereof, and EXCEPT that part conveyed to the State of Missouri, for Highway purposes, Township 36 North, Range 31 West.

We, the undersigned, state that we were members of the Isaac Walton Fishing Club when it's original corporation expired by it's own term on October 19, 1945. At the time the Charter expired, the club was active, had full membership, officers and directors, and maintained possession of the property above described, kept a caretaker on it, and various members enjoyed all the privileges of the corporation.

When the expiration of the corporation charter was discovered, a new corporation was organized with the same name, by pro forma decree rendered by the Circuit Court of Vernon County, Missouri, on March 18, 1948. Although there was no formal conveyance from the old corporation to the new one, the new corporation was the same old club with it's membership, officers, treasury, books and records, all without change.

The Isaac Walton Fishing Club has reorganized in the new decree of 1948. It has had the open, notorious, exclusive and adverse possession of the property continuously since it's organization on March 18, 1948.

H. A. Kelso
H. A. Kelso, Circuit Judge
Robert L. Ewing
Robert L. Ewing, Attorney at Law
Ewing Law Firm, Nevada, Missouri
Jack Swearingen
Jack Swearingen, President
First National Bank
Nevada, Missouri

Sworn to and subscribed before me this 10th day of June, 1974.

Wm. G. McCaffree
Wm. G. McCaffree, Notary Public

My commission expires July 7, 1977.

STATE OF MISSOURI)
COUNTY OF VERNON)
Filed for Record 28 day of June 1974
at 2 o'clock PM at
and recorded in book 251 at page 61
Witness my hand and official seal this day
and year above written.

MEML FELLOWS, Recorder
Carma Hamilton
Deputy

1.52

VCA

THIS DEED, Made and entered into by and between David Carter and his wife Frances, Gilbert Carter and his wife Virginia, and Betty Trowbridge and her husband Dwight, hereinafter called Grantors, and City of Nevada, in Vernon County, Missouri, hereinafter called Grantee, WITNESSETH

Grantors, for and in consideration of Party Five Thousand & No/100 Dollars (\$45,000.00)

to them paid, and other good and valuable consideration receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee, on the terms and conditions and subject to the exceptions, reservations, covenants and restrictions hereinafter set forth, the following described property, being part of the property known as Radio Springs Park, in the City of Nevada, Vernon County, Missouri, to-wit:

The South three quarters of the Southeast Quarter (SE $\frac{3}{4}$) of Section Eight (8), Township Thirty-Five (35), Range Thirty-One (31), except the following tracts numbered (1) - (3) inclusive:

(1) The portion thereof conveyed by Radio Springs Park, incorporated to Trustees of Cottoy Junior College by deed dated May 25, 1949 and recorded in Book 237 at page 38, and all tracts lying east of the portion so conveyed;

(2) The N. K. & T. Railroad right-of-way and all tracts lying south of said right-of-way;

(3) That portion of what is known as the West Hill Property in Radio Springs Park that lies generally west, or north, as the case may be, of a boundary line hereby established as follows: Commencing on the north boundary line of the south three quarters of the Southeast Quarter of said Section 8, at the southeast corner of Block 5 in Forest Grove Addition, thence west along said north boundary line, which is approximately parallel to the ditch along the north side of the asphalt road (known as and herein referred to as the West Hill Road) running west from the south end of South College Street, to a point due north of the point at the outer edge of said ditch where it completes its bend from a westerly to a southerly direction, thence due south to said point at the outer edge of said ditch for place of beginning, thence southerly along the outer edge of said West Hill roadside ditch to and around the next bend to the west or southwest to a point due south of the fire hydrant (which fire hydrant is several yards from the said road) thence due south to a point in the center of the asphalted portion of said road, thence on a straight line to a point between and equidistant from the two easternmost cottages on said West Hill, at the north sides of said cottages, thence in a southerly direction on a straight line equidistant from the said cottages to the north edge of the ditch at the north side of the old roadway extending along the north side of the main lake in said Park, thence in an approximately westerly or southwesterly direction along the north edge of said

ditch to the west boundary line of the said Park (which boundary line is 2 rods east of the west edge of said Southeast Quarter);

it being agreed that the pumping equipment, filtering equipment and electric motors at the Park, because of their manner of installation or adaptation, are parts of the property by this deed conveyed;

together with all rights, privileges and easements thereto appertaining, including, to the extent beneficial to the property conveyed by this instrument, those reserved under numbers (4) and (5) in said deed to the Trustees of Cottey Junior College; and subject to rights-of-way and easements granted in the said deed to Trustees of Cottey Junior College and in the deed executed by Radio Springs Park Incorporated to Nevada Country Club, Inc. dated May 24, 1949 and recorded in Book 230, page 612, all existing easements for water, gas and electric lines and telephone service, and all rights-of-way, easements, restrictions, covenants and conditions hereinafter mentioned;

TO HAVE AND TO HOLD the same together with all and singular the rights, easements, privileges and appurtenances thereto anyhow belonging, unto Grantee, its successors and assigns forever, subject to and as affected by, however, taxes for the year 1971 and thereafter, special assessments; if any, constituting liens on the above-described property or any part thereof and becoming due hereafter; and the following terms, conditions, covenants and restrictions, which shall be binding upon, or shall benefit, as the case may be, the present owners of excepted tract No. (3) above, and their heirs, devisees, successors and assigns, on the one hand, (Grantors or some of them) ofing each and every parcel of said excepted tract at the time of execution of this deed) and the Grantee and its successors and assigns, on the other hand, which said terms, conditions, covenants and restrictions shall run with the respective lands thereby affected, to-wit:

- (a) For the benefit of the above-described excepted Tract No. (3), Grantors reserve, and the property hereby conveyed shall be subject to,
 1. a perpetual easement of right-of-way through the property hereby conveyed, over all established roads, walks and paths in said property, which said roads, walks and paths shall be maintained in reasonably good condition by Grantee forever;
 2. a perpetual easement for maintenance and use of mail box or boxes at or near location of existing box on south edge of the West Hill Road a short distance from the end of South College Street;
 3. a perpetual right to surface water (chiefly drainage from South College Street) as now carried by the ditch at the north and west sides of the West Hill Road, and
 4. such perpetual easements as are now used or may hereafter be reasonably necessary or convenient, through the property hereby conveyed, for the furnishing to the said excepted Tract No. (3) from sources outside said Park of water, electricity, gas, telephone, TV cable and other similar services.

(b) The roadway around the lake on the property conveyed by this instrument shall be kept closed for all time to all forms of traffic and travel except pedestrian. Grantee shall take all measures within reason required or found necessary to effectuate and carry out the foregoing provision, including; if necessary, but not limited to, maintaining in good sound condition and securely locked two gates at points where they now are or previously were installed on the said roadway. It is not the purpose of this provision to regulate or prevent traffic to the east of those two gate locations. If, later on, Grantee should request waiver or modification of this restriction, the owner or owners of each and every part of excepted Tract No. (3) shall accord such request fair and reasonable consideration, on conditions calculated to spare such owner or owners any nuisance or inconvenience, one of which conditions shall be the construction and maintenance in good condition of a dust-free paving over the said roadway or portion thereof to be opened to traffic or travel other than pedestrian, such paving covering the entire traversable width of such roadway or portion thereof, including the shoulders thereof.

(c) Grantee may build onto and extend to the west and in any direction or directions the small cottage located on that portion of the said West Hill property that is conveyed by this instrument but shall not at any time erect or maintain nor suffer or permit to be erected or maintained on such portion any other structure of any type that will extend in whole or in part west of the present west line of said cottage.

(d) Grantee is hereby granted a perpetual easement on and over the entire slope or hillside (a part of excepted Tract No. (3)) north of and overlooking the lake on the property conveyed by this instrument, for the landscaping, beautification and maintenance of such slope or hillside, according to a plan and in a manner to be determined by the Grantee in the exercise of its independent judgment and discretion, but on the condition that such easement shall be subject to all, and without impairment or modification or limitation of any, of the rights, use, privileges and incidents of full and unrestricted ownership of said slope or hillside by Grantors or any of them and their respective heirs, devisees and assigns.

(e) There are hereby established for the benefit of the property conveyed by this instrument, through the said excepted Tract No. (3), such perpetual and reasonable easements as are now used or as may hereafter be reasonably necessary or convenient for the furnishing to the said property conveyed, from sources outside the said Park, of water, electricity, gas, telephone, TV, cable and other similar services.

Grantors covenant, with the exceptions stated above, that they, their devisees, heirs, executors and administrators will warrant and defend the title to the said property unto Grantee, its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF Grantors hereunto set their hands this 16 day of December, 1970.

David Carter *Frances Carter*
David Carter Frances Carter
Gilbert Carter *Virginia Carter*
Gilbert Carter Virginia Carter
Betty Trowbridge *Bright H. Trowbridge*
Betty Trowbridge Bright H. Trowbridge

STATE OF MISSOURI)
CITY OF ST. LOUIS)

On this 20 day of April, 1970, before me, the undersigned Notary Public in and for the City of St. Louis, Missouri personally appeared DAVID CARTER and his wife, FRANCES CARTER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and declared themselves to be of full legal age, having attained majority.



IN TESTIMONY WHEREOF I hereunto set my hand and affix my official seal on the abovesaid date at my office in ST. LOUIS, MO.
My term expires Jan. 7, 1973
[Signature]
Notary Public

STATE OF MISSOURI)
COUNTY OF VERNON)

On this 16 day of December, 1970, before me, the undersigned Notary Public in and for Vernon County, Missouri, personally appeared GILBERT CARTER and his wife, VIRGINIA CARTER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and declared themselves to be of full legal age, having attained majority.

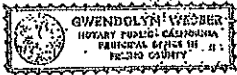


IN TESTIMONY WHEREOF I hereunto set my hand and affix my official seal on the abovesaid date at my office in Nevada, Missouri.
My term expires January 2, 1973
[Signature]
Notary Public

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

On this 16th day of April, 1970, before me, the undersigned Notary Public in and for Fresno County, California, personally appeared BETTY TROMBRIDGE and her husband DUDLEY TROMBRIDGE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and declared themselves to be of full legal age, having attained majority.

IN TESTIMONY WHEREOF I hereunto set my hand and affix my official seal on the abovesaid date at my office in Fresno, California.
My term expires My Commission Expires June 21, 1971
[Signature]
Notary Public



STATE OF MISSOURI)
COUNTY OF VERNON)

Filed for Record 16 day of Dec. 1970
at 2 o'clock minutes PM and duly
recorded in book 307 at page 247
Witness my hand and official seal this day of
and year above written.
[Signature]
MERRILL FELLOWS, Recorder
Deputy Recorder



EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.