

RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this 11th day of May, 2016 the City of Columbia, a municipal corporation, in consideration of the sum of fifty dollars (\$50.00) and other considerations to it paid, does hereby permit Columbia Hotel Investments, their heirs and/or assigns (hereinafter referred to as "Permittee") to enter upon the following described lands owned by the City of Columbia and located within Cherry St. right of way, Columbia, County of Boone, State of Missouri, and more particularly described as follows, to wit:

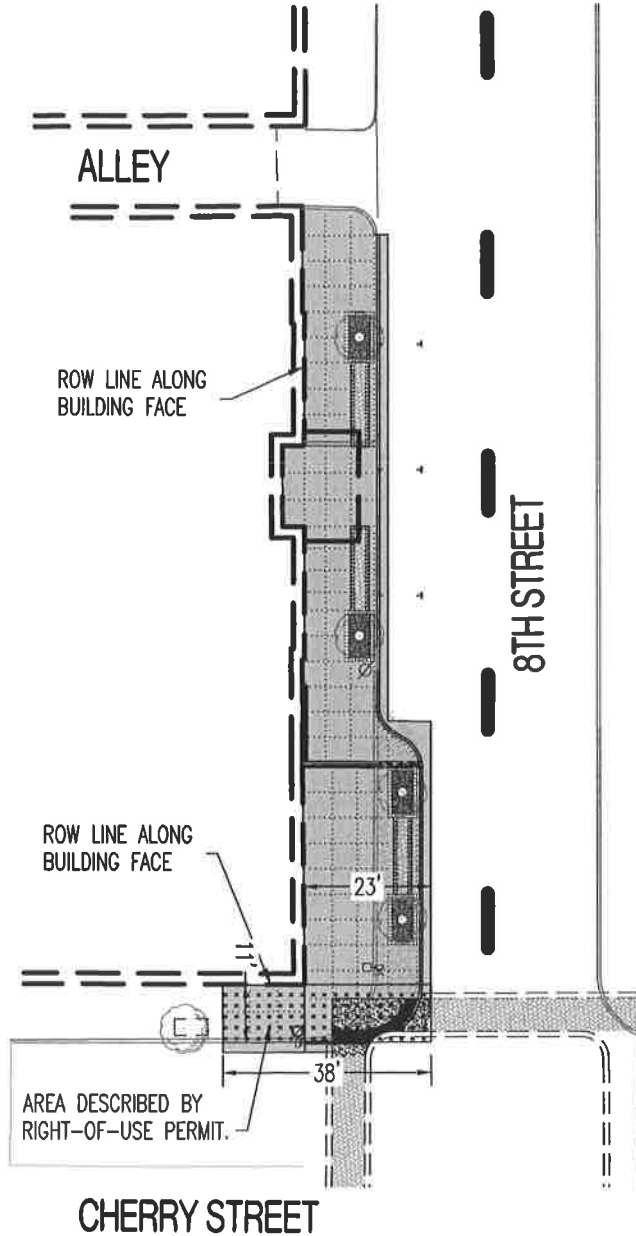
The right-of-way of Cherry St. located in the right-of-way, within the limits of the City of Columbia, further described by the exhibit(s) attached to this right of use permit.

This permit is subject to the following conditions and stipulations:

1. This permit is for the exclusive purpose of construction, improvement, operation, and maintenance of a Heated loop built in the right-of-way of Cherry St.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage the street pavement of Cherry St. without City consent
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which is the result from Permittee's use under this Right of Use Permit.
4. Prior to exercising its right granted herein, the Permittee shall present its construction plans or diagrams locating the proposed Heated loop to the City Public Works Department and City Water and Light Department and any existing utility company using facilities located within the limits of the Permit.
5. Prior to exercising its right granted hereunder, Permittee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the right-of-way.
6. If the Heated loop are ever abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up easement.
7. If at any time during construction, repair, modification or relocation of Heated loop, or any utility existing in the easement at the time this permit is granted, is necessary which would require the relocation of the Heated loop, the Permittee shall relocate Heated loop at their own expense.
8. The Permittee agrees by exercising its rights under this permit that if the heated loop is damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of Heated loop or of any utility existing in the right-of-way of said city street at the time this permit is granted it will repair or replace the Heated loop at its own cost and hold the City of Columbia harmless for any of the costs associated with the repair or replacement or any other costs associated with the damage to the facilities.

EXHIBIT "A"
TIGER HOTEL CHERRY STREET SIDEWALK REPLACEMENT

SECTION 12, TOWNSHIP 48 NORTH, RANGE 13 WEST
COLUMBIA, BOONE COUNTY, MISSOURI



SCALE: 1" = 30'

PREPARED BY:

CROCKETT

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Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
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