

LEASE OF TRASH COMPACTOR SITE

This Lease is entered into as of the date of the last party to execute the lease agreement, by and between **WABASH ARMS OF COLUMBIA, L.L.C.** (Lessor) and the **CITY OF COLUMBIA, MISSOURI** a municipal corporation (Lessee or City).

Lessor and Lessee agree to the following terms and conditions:

1. Lessor leases to Lessee and Lessee agrees to lease from Lessor, the real estate described in **Exhibit A** attached hereto and made a part hereof by reference, which comprises a portion of a larger parcel generally located at or near 107 N Ninth Street, Columbia, Missouri (referred to herein as the "Premises"). The Premises is shown in the diagram attached hereto as **Exhibit B**.

2. Lessee agrees to use the Premises solely for the purpose of placement and maintenance of a trash compactor, trash bins, and recycling bins to be used by the adjacent properties. Lessee agrees to place the trash compactor as far south on the Premises as reasonably possible (so as not to block the entrance to Lessor's building). In this regard, Lessee understands and agrees that the north half of the leased premises will also be used by Lessor for ingress and egress to Lessor's property, as well as ingress and egress by Lessor, Lessee, and adjacent property owners to the trash compactor. Lessee further agrees not to place a trash compactor or trash bins in the adjacent alley during the time this lease is in effect.

3. Lessee has inspected and knows the condition of the Premises, understands that the Premises is being leased "as-is", and accepts the same in its present condition. Lessee acknowledges that Lessor has made no warranties or representations concerning the Premises.

4. This lease shall be for a term of twenty (20) years, commencing on August 1, 2017, and ending at midnight on July 31, 2037.

5. City agrees to pay Lessor the sum of \$5,700 for the first year of this lease as rental for the above described property. Payment in subsequent years will be increased by 3% each year. The payments shall be due at the time this lease is entered into and on August 1 of each succeeding year of this lease.

6. City shall have the right to extend this lease agreement for an additional term of five (5) years. City and Lessor shall negotiate rental fees for any such term prior to the expiration of this lease.

7. Notwithstanding the foregoing, either party shall have the right to terminate this lease agreement by giving 180 days advance notice to the other party in writing of such party's

intent to terminate this agreement. To be effective, such notice must be delivered, in writing, as provided in paragraph 17 hereof.

8. Lessee shall be responsible for providing electrical service to the Premises, including installing and maintaining any necessary equipment. Lessee shall be responsible for the cost of all electric service or other utility associated with the use of the trash compactor on the Premises.

9. Within 30 days after the commencement of this lease, the City agrees to reimburse Lessor, in an amount not to exceed \$3,750, for the engineering fees that were incurred in exploring possible locations for the trash compactor on Lessor's property, including topographical surveys, turn radius analysis for trucks, and developing a site improvement plan. The site improvement plan is attached to this lease agreement as **Exhibit C** and incorporated by reference.

10. Within 120 days of the commencement of this lease agreement, City agrees to make the improvements on **Exhibit C** (the Site Improvement Plan).

11. To the extent allowed by law, and without waiving sovereign immunity, City will defend, indemnify, and hold Lessor harmless of any claims arising from City's use of the Premises, including claims related to the operation, location or condition of the trash compactor.

12. Lessor shall not be responsible for any loss or damage to Lessee's equipment or other property on the Premises, with the sole exception being any intentional acts of Lessor causing damage or harm Lessee's equipment or property.

13. Lessor shall be responsible for any real estate taxes assessed on the Premises. Lessee shall be responsible for any taxes, fees, or other assessments that are assessed on Lessee's property or equipment or use of the Premises.

14. City agrees to maintain the Premises, and keep it and the surrounding property free of accumulation of trash. Upon expiration of this lease, Lessee agrees to return the Premises to Lessor in substantially the same condition as existed upon the commencement of this lease, less improvements.

15. Lessee shall be responsible for repairing any damage to the Premises or the surrounding property caused by it or the use or operation of the trash compactor, including damage caused by the loading and unloading of any trash to and from the Premises. Lessee's

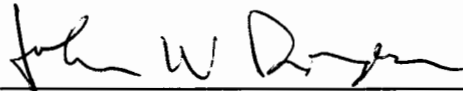
responsibility to maintain and repair any damage to the Premises includes its responsibility to maintain and repair the concrete on the Premises, as may be necessary.

16. Lessor covenants that it is the sole owner of the above-described real estate and that it has the right and authority to make and execute this agreement. The parties signing the agreement below represent and covenant that they are an authorized representative of the entity on whose behalf they are signing and that they are authorized to enter into this agreement on its behalf.

17. Any notices under this lease agreement to Lessee shall be in writing and delivered to the then City Manager or City Counselor at 701 E. Broadway, Columbia, Missouri, 65201. Any notices to Lessor shall be in writing and delivered to John W. Rogers, 813 E. Walnut St., Suite B, Columbia, Missouri, 65201. Either party may change the address by written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have been duly authorized to execute this lease as of the date of the last of the parties to sign below.

LESSOR: WABASH ARMS OF COLUMBIA, LLC



By: John W. Rogers

Date: 12-19-17

LESSEE: CITY OF COLUMBIA, MISSOURI

By: Michael Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

Date: _____

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

EXHIBIT A

COMPACTOR AREA DESCRIPTION

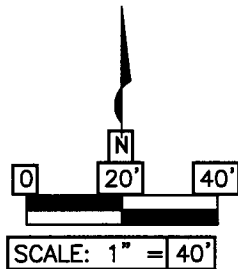
A TRACT OF LAND BEING A PORTION OF LOT 2 OF THE FINAL PLAT OF ATHENS SUBDIVISION PLAT 1, A REPLAT OF ALL OF LOT 281 AND LOT 282 OF THE ORIGINAL TOWN, NOW CITY, OF COLUMBIA, RECORDED AS INSTRUMENT NO. 2017022853 IN BOOK 51, PAGE 85 OF BOONE COUNTY RECORDS, and is more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, AND WITH THE NORTH LINE THEREOF, N 88°50'55"W, 40.03 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING THE NORTH LINE OF SAID LOT 2, S 1°09'10"W, 58.49 FEET; THENCE N 87°46'15"W, 12.40 FEET; THENCE N 1°09'10"E ALONG THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2 OF SAID SUBDIVISION, 58.25 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE WITH THE NORTH LINE OF SAID LOT 2, S 88°50'55"E, 12.39 FEET TO THE POINT OF BEGINNING.

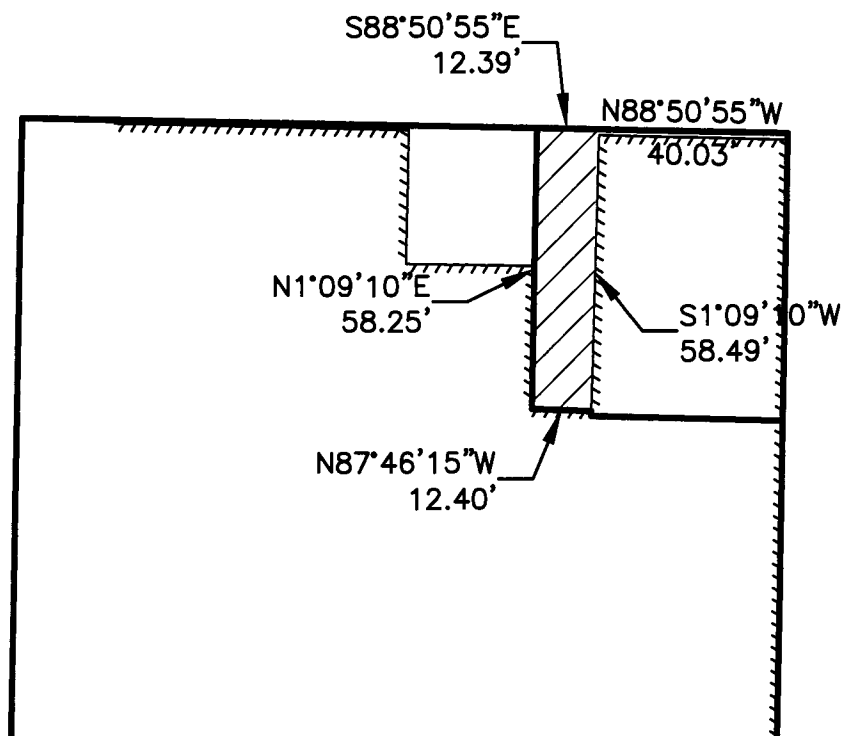
The above tract of land contains 723.44 square feet. Subject to easements and restrictions of record or not of record, if any.

EXHIBIT B



C.C.S.
Central Counties
Surveying.

600 W. Morrison St, Suite 11
Fayette, MO 65248
Phone (660) 728-5028
Missouri Commission # 2014035993
Steven R. Proctor PLS # 2000148666
Anthony Derboven PLS # 2016019005

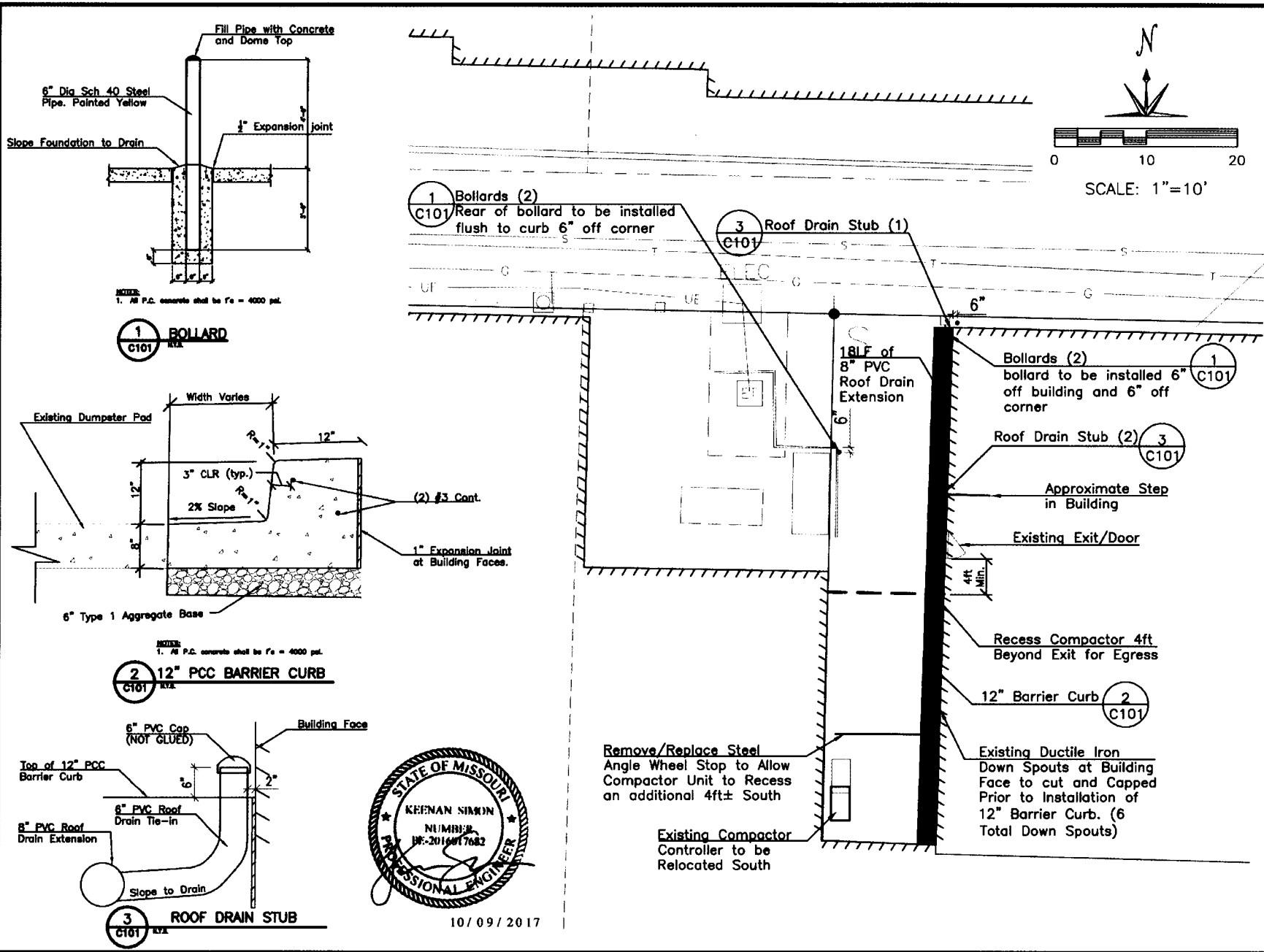


C.C.S.

COMPACTOR EASEMENT



Exhibit C



Creating Clients for Life
210 Park Avenue
Columbia, MO 65203
P 573.499.1944

MISSOURI CERTIFICATE OF AUTHORITY
NO. 8, 20070308
EXPIRES DATE 06/30/2016

NOTICE:
SSE and its employees shall not be held responsible for any errors or omissions in these drawings. It is the responsibility of the client to verify all dimensions and conditions before construction. SSE and its employees shall not be held responsible for any errors or omissions in these drawings. It is the responsibility of the client to verify all dimensions and conditions before construction.

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Keenan K. Simon
MO-PE 2016017682
MY LICENSE RENEWAL DATE
IS DECEMBER 31, 2018

CITY OF COLUMBIA
WABASH ARMS-DUMPSTER AREA
COLUMBIA, MO

10/9/2017

DATE: 10/9/17
DRAWN BY: KCS
CHECKED BY: KCS
SCALE: AS SHOWN
PROJECT: DUMPSTER SITE LAYOUT
SHEET NO: C101 1 of 01