

AIRPORT UTILITY RIGHT OF USE LICENSE PERMIT

THIS RIGHT OF USE LICENSE PERMIT (“Permit”) is made effective as of the date that this Permit is last signed by both parties (“Effective Date”) by and between the City of Columbia, Missouri, a constitutional charter municipality of the State of Missouri (“City”) and Union Electric Company (D.B.A. Ameren Missouri), a Missouri corporation (“Licensee”).

RECITALS:

WHEREAS, Licensee has requested consent from City authorizing the use of City Property at the Columbia Regional Airport (“COU”) to construct, install, maintain, and/or operate certain private facilities or improvements described and depicted in **Exhibit A**, attached to this Permit and incorporated herein by reference (the “Private Facilities”); and

WHEREAS, Licensee understands and agrees that it is the intention of City that this License does not grant a lease or an easement, and does not create any type of transferable business interest in City property for the benefit of Licensee, and does not subordinate City’s use of the property to Licensee; and

WHEREAS, City and Licensee desire to provide for the terms and conditions under which such Permit may be granted for Licensee to; use such Property.

NOW THEREFORE, this Permit is granted subject to the following conditions and stipulations:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Permit are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public with which Licensee may be required to comply.

1.2 Permit Subject to Provisions of City Code. Licensee agrees as a part of issuance of this Permit to abide by applicable provisions of the City Code of the City of Columbia, Missouri, and to be subject to the enforcement by the City as provided therein. This Permit may establish Licensee obligations that are supplementary to the City Code, and nothing in this Permit shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the City Code.

1.3 Subordination to U.S. Government. This Permit shall be subordinate to the provisions of any existing or future agreement(s) between the City and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent

to the expenditure or reimbursement to the City for Federal funds for the development of the Airport.

SECTION 2. GRANT OF AUTHORITY TO USE THE CITY PROPERTY

2.1 Nature of Rights Granted by this Permit. The City's title to the Airport is and always shall be paramount to the interest of Licensee. Nothing herein contained empowers Licensee to commit or engage in any act which can, shall or may encumber the title of City. This Permit shall not convey title to Licensee, equitable or legal, in the City Property, and gives only a license to occupy Property for the purposes and for the period stated in and subject to the requirements and limitations of this Permit. This Permit also shall not grant the right to use facilities owned or controlled by the City or a third-party without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Licensee from obtaining appropriate access or agreements before locating on other properties or facilities controlled or owned by the City or a third party.

2.2 Grant. Licensee is hereby granted the nonexclusive license to construct, operate, and maintain the Private Facilities in, through and along the City's Airport Property described in **Exhibit B** of this Permit (the "Property") at the location described in **Exhibit A**, with a depth four (4) feet below grade, subject to the terms and conditions of this Permit. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Property for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law, and as long as such use does not unreasonably interfere with the use by Licensee. The City may revoke this license at will, at any time, for any reason or no reason at all, subject to notice of such revocation, except that such right of revocation shall not be exercised in a manner that prevents or interferes with Licensee's obligation to provide its customers adequate and continuous service as required by Missouri or federal law. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity, including the City.

2.3 Use of City Property; Police Powers; Licensee's Use Subordinate. Licensee shall construct and maintain its Private Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements and fee payments, in effect as of the Effective Date or adopted after the Effective Date. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Private Facilities on any particular segment of City Property. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Property authorized by this Permit shall in all matters be subordinate to the City's use of and rights to the same, and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City.

2.4 No Interference. Licensee shall construct and maintain its Private Facilities to be so located, constructed and maintained as to cause minimum interference with the proper current use of the City Property and so as not to materially interfere with other current users of the Property. Except as may otherwise be provided, Licensee shall provide reasonable notice to the City, and, except in cases of emergency, to all adjacent property owners and City Licensees affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and any standard specifications, drawings, and procedures adopted by the City, and any permits issued by the City.

2.5 Licensee Responsible for Costs. Licensee shall be responsible for all reasonable, actual and documented costs incurred by the City that are directly associated with Licensee's installation, maintenance, repair, operation, use, and replacement of its Private Facilities within the Property that are not otherwise accounted for as part of the permit fees established pursuant to the City Code. Cost billed to Licensee may include a reasonable charge for City staff time. Costs due to the City shall be due immediately upon the City providing Licensee an invoice for payment and any costs due to the City that are more than thirty days (30) past due shall bear interest at a rate of one and one-half percent (1.5%) per month until paid in full. Any costs, license fees, or other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. Licensee acknowledges that any costs, license fees, or other compensation required herein shall in no way be deemed a tax of any kind.

2.6 No Warranty of Condition or Suitability. The City makes no warranty, either express or implied, as to the condition or the suitability of the Property for the Licensee's purposes or needs. The City shall not be responsible for any latent defect and the Licensee shall not, under any circumstances, withhold any amounts payable, if applicable, to the City hereunder on account of any defect. By its entry onto the Airport, the Licensee accepts the Airport as being free and clear from all defects and in good, safe, clean and orderly condition for Licensee's purposes under this Permit.

2.7 Informational obligations and advanced approval. Prior to the installation or construction of any such building, roadway, structure, addition or improvement on the Property, Licensee shall first submit to the Building & Site Development Program for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and/or engineers, and affirm that all construction will be in accordance with such plans and specifications. City may place reasonable conditions on the approval of final detailed construction plans as it deems necessary. Licensee shall comply with such reasonable conditions considered by the City to be necessary.

Licensee agrees to submit to the Federal Aviation Administration, FAA Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination

prior to any commencement of any construction, installation or alteration, as required by Part 77 of the Federal Aviation Regulations.

The following information must be submitted to the Airport Manager at least thirty (30) days in advance of any construction or utility placement on COU Property:

- a) Name of utility company, its contractors, and any agents.
- b) Address of utility company, its contractors, and any agents.
- c) Contact name and phone number (and a 24-hour emergency number).
- d) Location of work – be specific. (Include Key Map showing proposed location on airport property). Also include:
 - Plan view drawings (to scale).
 - Right-of-way lines or easement lines.
 - Proposed utility and proposed utility appurtenances.
 - Horizontal distance from the proposed utility to a well-defined feature of a transportation facility (such as edge of travel lanes).
 - Limits of work area (including staging, access points, or other areas to be used).
 - Maximum allowable operating pressures of proposed gas mains and the locations of proposed shut-off valves.
 - Above ground features such as existing structures, or poles within the work area.
 - Underground features such as utilities, drainage pipes, FAA cables, or communication lines within the proposed work area as can be reasonably be obtained by a review of existing records.
- e) Proposed method of work and project schedule.
- f) List of proposed materials.
- g) Size of trench or excavation (width/length/depth) and proposed method of installation, function, type, and largest reamer if used.
- h) How long is the project – provide start and completion dates.
- i) Proposed working hours, if applicable.

- j) Traffic control plan and notes (number and location of lanes to be closed, length of time and time of day for the closure, etc.).
- k) A plan for access to and from the site shall be submitted.
- l) Plans as required by Section 3.
- m) Any equipment (crane, boring mast, antenna, etc.) or process that will require a height greater than fifteen (15) feet above ground level.
- n) List of subcontractors to be utilized during the term of the project.
- o) Security arrangements if work is inside the secured perimeter.
- p) Federal Aviation Administration (FAA) Form 7460 and Results Letter as required.

All proposed work is subject to approval of the Airport Manager, which must be obtained by Licensee in advance of initiating any construction or operations. Licensee shall not interfere with traffic on Airport Drive except in accordance with an approved traffic control plan approved in writing by the Airport Manager. The Airport Manager may place reasonable conditions on the approval of final detailed construction plans as it deems necessary. Licensee shall comply with such reasonable conditions considered by the Airport Manager to be necessary. No work may be performed inside the secured perimeter without security arrangements satisfactory to the Airport Manager and approved by the airport manager in advance.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Permit shall remain in effect until canceled by the City as set forth in **Exhibit C**, attached hereto and incorporated by reference (“Term”), subject to earlier termination or forfeiture as provided in this Permit. This Permit shall remain in effect during the Term unless terminated by either Licensee or City, upon six (6) months written courtesy notice to the other.

SECTION 4. THE PRIVATE FACILITIES

4.1 Permits Required. This Permit does not grant Licensee or any of its officers, agents or employees the right to cut, break, excavate or damage the street or sidewalk pavement, or other infrastructure within the Property depicted on **Exhibit B** without City consent. Prior to exercising its right granted hereunder, Licensee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done on the Property. Additionally, the Licensee shall present its construction plans or diagrams locating the proposed Private Facilities to the City Public Works Department and City Water and Light Department and any existing utility company using facilities located within Property depicted on **Exhibit B**. Licensee shall excavate in or install Private Facilities on the Property in locations and in a manner only as authorized by a specific permit granted by the City.

4.2 Responsibility for Private Facilities. Licensee will be responsible for all costs of any future repairs, maintenance or replacements to the Private Facilities. Licensee shall keep the Private Facilities in good working order and condition and shall not permit the Private Facilities to deteriorate to a state of disrepair or to become a nuisance to the public health, safety, and general welfare.

4.3 Abandonment of Private Facilities. If the Private Facilities are ever abandoned by Licensee, ninety days after that abandonment all rights herein granted shall cease and terminate and Licensee shall have no further right of interest therein and ownership of the Private Facilities shall vest in the City, provided, however, that Licensee shall remain liable and shall hold the City harmless if the Private Facilities are in an unsafe condition at the time of abandonment. If Licensee removes the Private Facilities prior to the expiration of the ninety day period, Licensee may keep any items removed and is free to recover and keep the salvage value of those items. If Licensee fails to remove the Private Facilities, the City may, at its discretion, remove and dispose of the Private Facilities.

4.4 Relocation or Removal of Facilities. The City may, in its exercise of the public interest, require that Licensee, relocate or reinstall any of Licensee's Private Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of facilities to be relocated and a reasonable time to relocate such facilities. Licensee shall forthwith remove or relocate such facilities within the reasonable time provided by the City in its written notice. In the event of such relocation, the City agrees to reimburse Licensee for reasonable costs incurred in moving its equipment and operations to a new location. Lost profits and other incidental damages shall not be included in this sum. If the Licensee fails to relocate the Private Facilities within the time set forth in the City's notice, the City may relocate or remove the Private Facilities.

4.5 Protection of Public Facilities/Improvements and Restoration to the Land. Licensee shall be responsible for all damages to the Property and any public facilities caused directly or indirectly by Licensee's construction, operation, and maintenance of the Private Facilities in, through and along the City's Property. If the Licensee fails to repair or restore the Property or public facilities promptly after causing such damage, the City may repair or restore the Property including any public facilities and bill the Licensee for any such costs incurred by the City in so repairing or restoring, including reasonable attorney fees and any other expenses incurred in the collection of such costs. Licensee shall perform all restoration and repairs in manner consistent with standards and specification provided by the City and shall guarantee for a period of four (4) years the restoration of the Property against sagging, buckling, deterioration, erosion, and other premature failures of the restoration in any area where Licensee restored the Property. Licensee shall take measures to prevent damage to any facilities or improvements on land adjacent to the Property. If any damage is caused by Licensee, its employees, contractors or agents, Licensee shall ensure the damage to such land or property is repaired, the land is restored and any damaged property is repaired or

replaced, to the satisfaction of the property's owner. In addition, the Licensee shall restore damaged areas and the Property to the satisfaction of City, including but not limited to the following: bringing the ground to its original contour and removing all ruts; reseeded or re-sodding or re-pouring any surface disturbed; replace any trees or landscaping; and replacing any improvements of City or others. Unless otherwise directed by the Airport Manager, all repairs and restoration shall be completed in accordance with the City of Columbia *Street, Storm Sewer, and Sanitary Specifications and Standards*, as may be amended, or other successor documents, on file with the Director of Public Works.

4.6 Damage to Private Facilities. Licensee agrees by exercising its rights under this Permit that if the Private Facilities are damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of any public facilities or utilities located in the City property, Licensee will be solely responsible for the repair or replacement of the Private Facilities at the sole cost of Licensee and will hold the City harmless for any costs associated with the repair or replacement or any other costs associated with the damage to the Private Facilities; however, nothing in this paragraph is for the benefit of any party that is not a signatory of this agreement and the Licensee is not waiving any right, claim or remedy Licensee may have against any such party.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES.

5.1 Transfer of Permit Prohibited without Consent. Licensee shall not sell, transfer, lease, or assign this Permit or its rights under this Permit, in whole or in part, without obtaining the City's prior consent. Notwithstanding the foregoing sentence, Licensee may transfer or assign this Permit or its rights under this Permit, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. Licensee shall reimburse the City for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Permit, including the provisions of the City's Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Permit, including the provisions of the City's Code of Ordinances, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void. If the City believes that the failure of the Licensee will be cured by the licensee, the City may give a written notice that shall set forth in detail the neglect or failure complained of by the City and the time frame in which the City expects the failure to be cured. If the

default is cured to the satisfaction of the City and the Licensee is otherwise in compliance with the Permit the forfeiture of the Permit will be avoided and the City may reinstate the license. Notwithstanding any provision herein, if the City Manager determines, in the Manager's sole discretion, that the public's health, safety or welfare could be at risk by Licensee's use of the License or any action contravening such License, the Manager may immediately terminate the Permit and have the Licensee notified of such action. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which a party may be entitled at law, in equity or under this Permit.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance with Laws. In performing activities and exercising its rights and obligations under this Permit, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Enforcement; Attorneys' Fees. The City shall be entitled to enforce the terms and conditions of this Permit through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Licensee is determined judicially to have violated the terms of this Permit.

7.3 Relationship of the Parties. Under no circumstances shall this Permit be construed as one of agency, partnership, joint venture, or employment between the parties.

7.4 No Cause of Action against the City. Except as provided in Paragraph 4.4 regarding relocation costs, the Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Permit, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Permit in reliance upon its independent and personal investigation and understanding of the power of authority of the City to grant this Permit; provided further that the Licensee acknowledges by its acceptance of this Permit that it has not been induced to accept this Permit upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Permit not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Permit that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Permit. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION AND INSURANCE.

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney’s fees and costs of defense arising directly from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensee’s business or operations in the City, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Permit, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Permit.

8.2 Licensee, at its sole cost and expense, hereby agrees to purchase insurance in such amounts as reasonably required by the City to protect the public for use of the Property by Licensee and to name the City as an additional insured. Licensee shall provide City with a certificate or other evidence of insurance evidencing compliance with the insurance requirements on or before January 1 of each calendar year unless such evidence of insurance is otherwise publicly available. Such insurance requirements shall be set forth in **Exhibit D**, attached hereto and incorporated herein by reference. The City may alter the minimum insurance requirements set forth in **Exhibit D** by giving written notice to Licensee at least 90 days in advance of such change.

SECTION 9. NOTICE

9.1 Except as allowed for emergency repairs under Paragraph 9.3, any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under or with respect to this Permit (collectively, “Notice”) must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to City:

City of Columbia, Missouri

If Notice to Licensee:

ATTN: Airport Manager
701 E. Broadway
Columbia, MO 65205-6015

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1.

9.3 In the event emergency repairs are needed for any of Licensee's Private Facilities service lines, initial notice shall be given via telephone call to the 24-hour/365-day-a-year manned airport security office (573-817-5063), and upon arrival at the airport to access any restricted areas (i.e., fenced areas), notice shall be given to an on-duty security officer. Formal notice shall be given within 72 hours thereafter in accordance with Paragraphs 9.1. and 9.2.

SECTION 10. MISCELLANEOUS

10.1 This Permit and all Exhibits constitute the entire understanding of the parties as to the subject matter of this Permit, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

10.3 The invalidity in whole of this License, or construing this document to be anything but a License shall cause this document to be void. The invalidity of any part of any provision of this Permit shall not affect the validity of any other provision.

10.4 No term or condition of this Permit will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. For the City, such waiver must be executed in the same manner as this Permit.

10.5 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Permit. The venue for all litigation arising out of, or relating to this Permit shall be in the Circuit Court of Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such court.

10.6 In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

10.7 This Permit is for the benefit of the parties and not for any other person or entity. This Permit creates no third-party beneficiary rights.

10.8 The parties acknowledge they each have full authority to sign this Permit and commit to the terms and conditions thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute the Permit herein as of the date signed below.

City of Columbia, Missouri:

By: _____
John Glascock, City Manager *JG 2/4/21*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/JKM *JKM*

Licensee:

Union Electric Company (D.B.A. Ameren Missouri)

By: *Pam Harrison* _____

Printed name: *Pam Harrison* _____

Title: *Director, Missouri Gas Operations*

Date: *1/13/21* _____

Attest:

By: _____

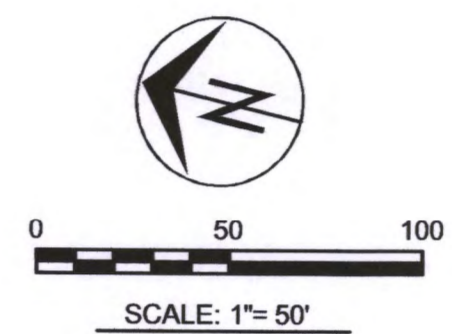
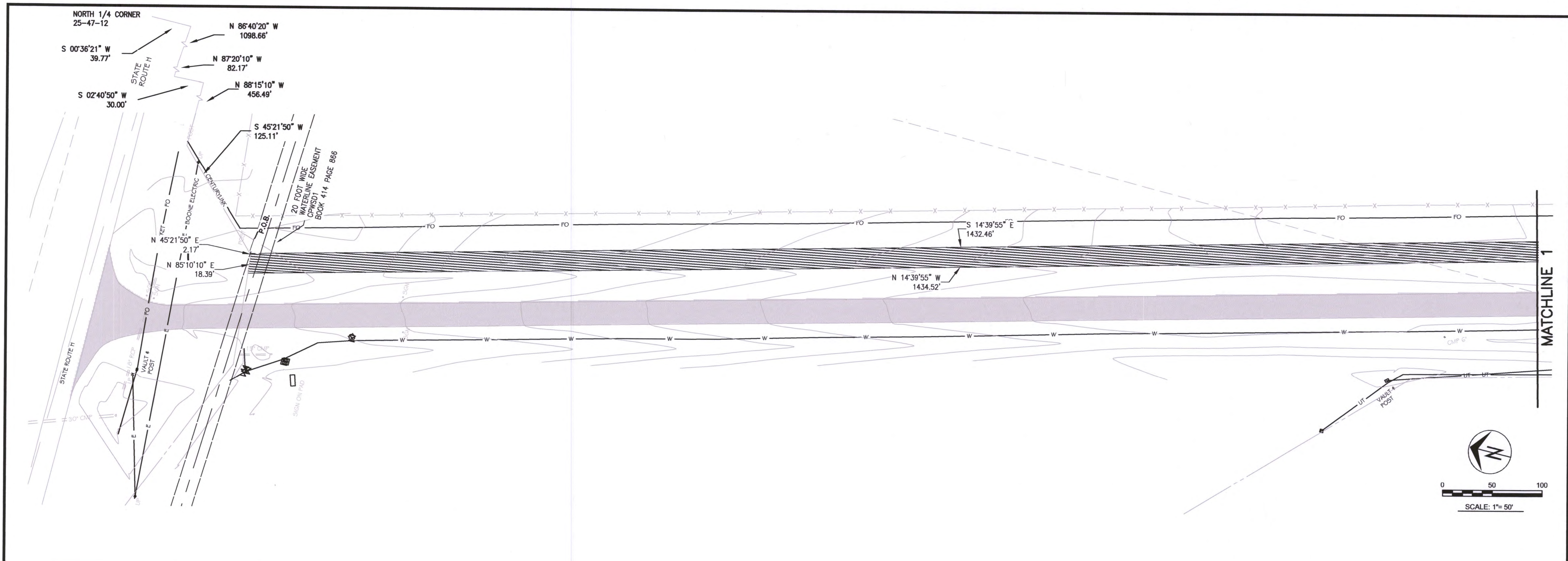
Title: _____
(Corporate seal, if any)

EXHIBIT A

Depiction and Description of Private Facilities

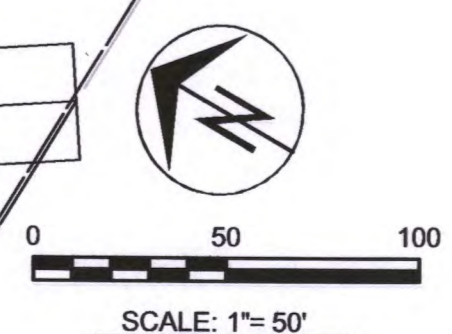
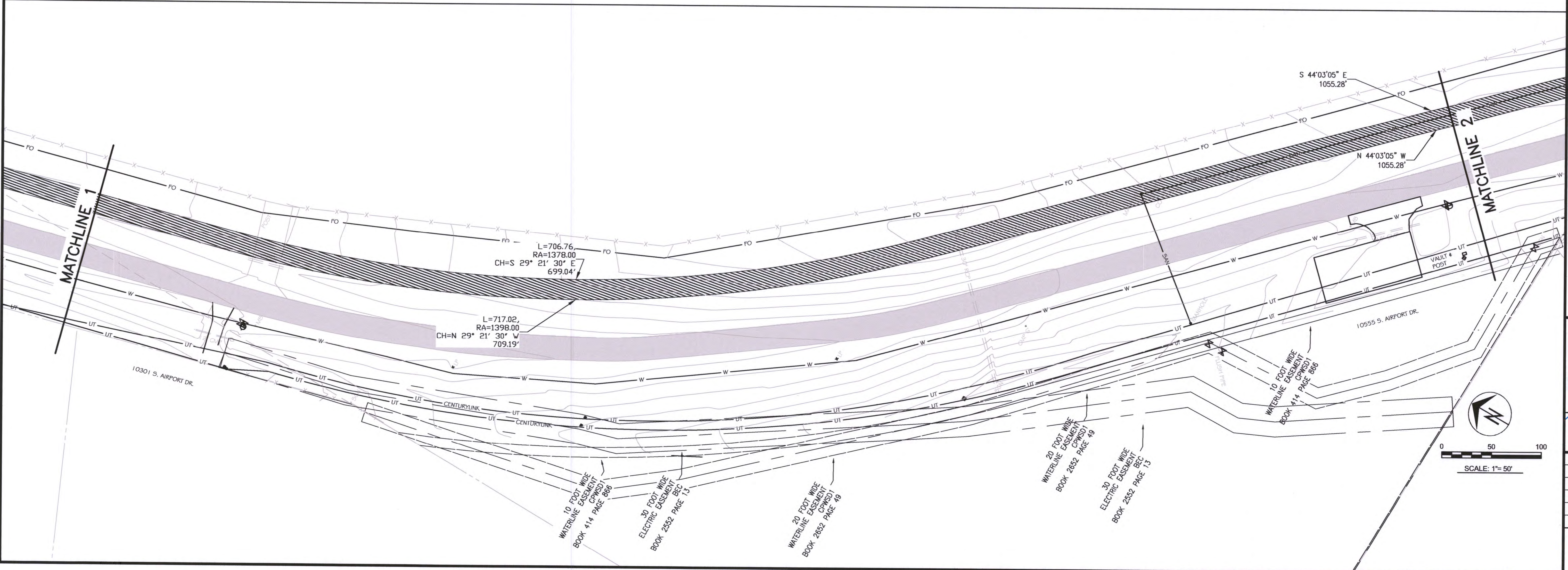
EXHIBIT B

Depiction and Description of City Property



No.	Date	By	Revision

**AIRPORT DRIVE UTILITY
CORRIDOR SURVEY**
Matchline 1 & 2



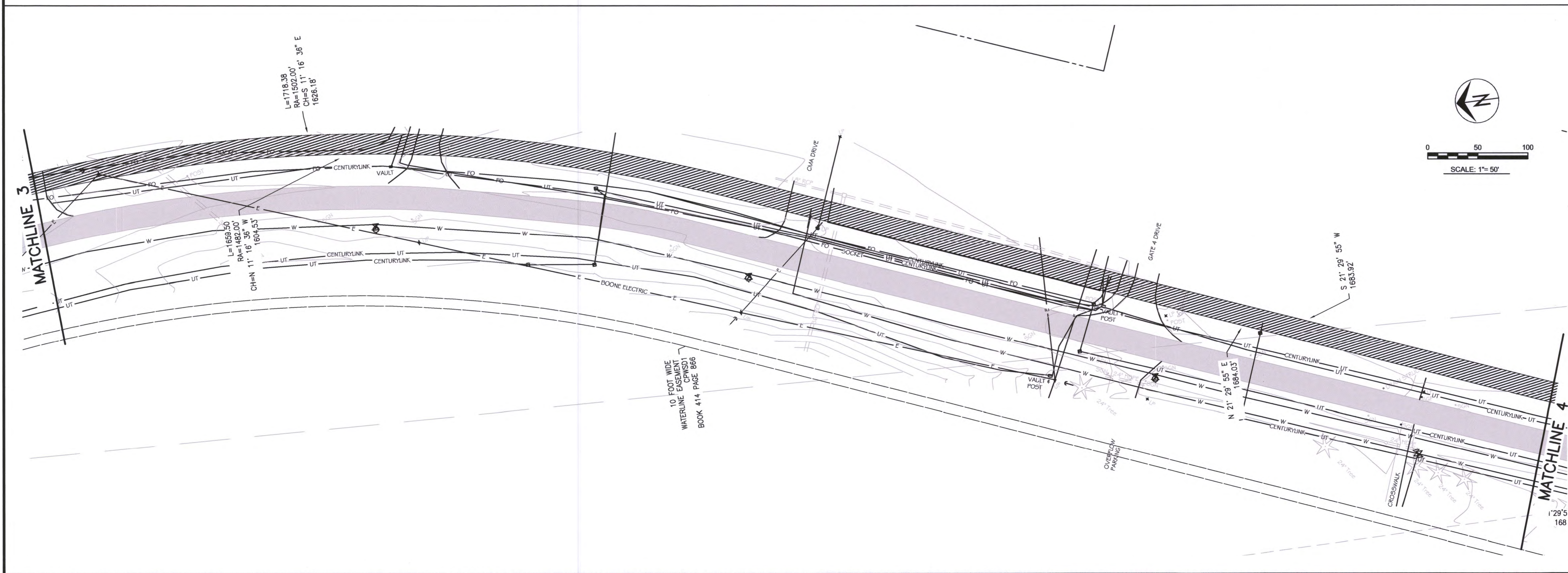
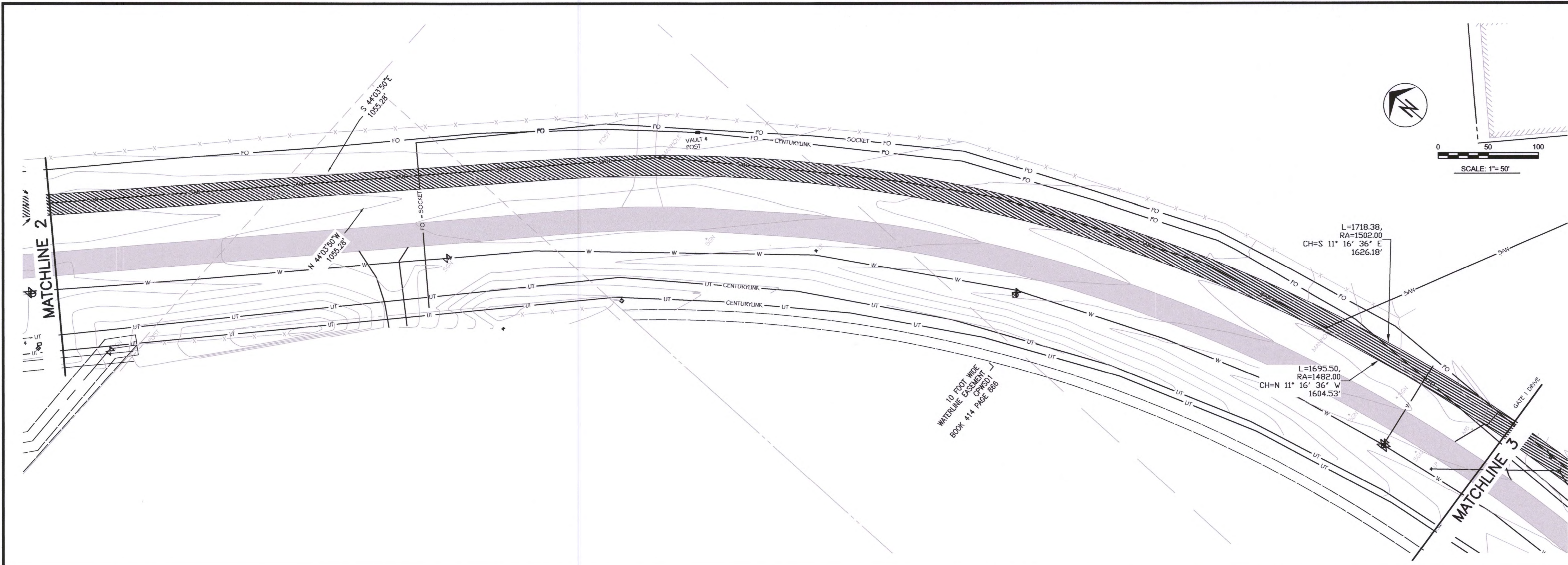
City of Columbia, Missouri
Department of Public Works



J. DANIEL BRUSH
CITY LAND SURVEYOR
PLS NUMBER 2499
DATE: 9/3/20
Scale: 1" = 50'
Date: 08/20/2020
Des. X.X.X.
Dwn. D.A.B.
Chk. J.D.B.

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No.	Date	By	Revision

**AIRPORT DRIVE UTILITY
CORRIDOR SURVEY**
Matchlines 2, 3 & 4

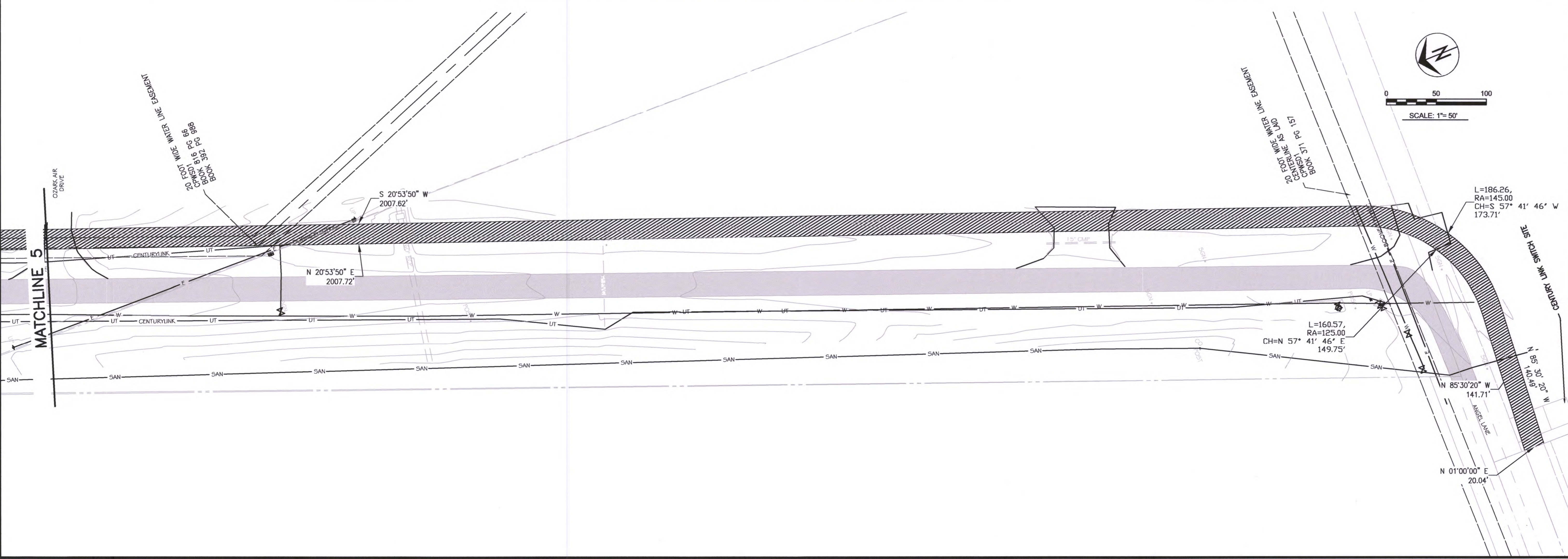
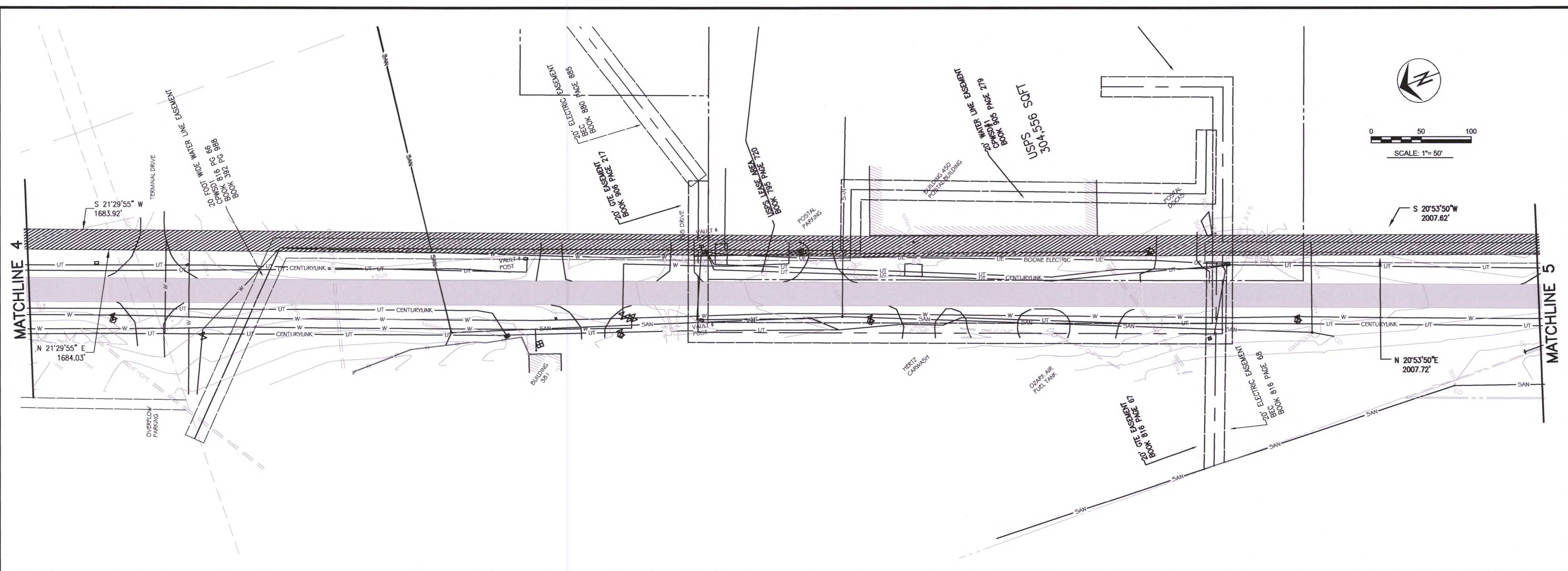
City of Columbia, Missouri
Department of Public Works



J. DANIEL BRUSH
CITY LAND SURVEYOR
PLS NUMBER 2499
DATE: 9-3-20

File No.	
Scale:	1" = 50'
Date:	08/20/2020
Des.	X.X.X.
Dwn.	D.A.B.
Chk.	J.D.B.

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No.	Date	By	Revision

**AIRPORT DRIVE UTILITY
CORRIDOR SURVEY**
Matchlines 4 & 5

City of Columbia, Missouri
Department of Public Works



J. DANIEL BRUSH
CITY LAND SURVEYOR
PLS NUMBER 2499
DATE: 9-3-20

EXHIBIT C

Term, Compensation, and Additional Terms and Conditions

Term: Perpetual, subject to revocation, termination or forfeiture.

Compensation: None.

Additional Terms and Conditions: Limited to installation and operation of natural gas supply lines and related equipment only as indicated in Exhibit A.

EXHIBIT D

Insurance Requirements

Licensee shall, at its expense, procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company reasonably acceptable to City, public liability insurance, with independent contractor's coverage and contractual liability endorsement, insuring Licensee and the City for personal injury and property damage, and such other insurance necessary to protect Licensee and City from such claims and action aforesaid. Without limiting its liability, Licensee agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than Missouri's annual sovereign immunity limits, as provided by the Missouri Department of Insurance per Missouri Revised Statute Section 537.610. Licensee shall furnish City with a certificate of insurance as evidence of coverage. Licensee's insurance shall not be cancelled or materially modified or non-renewed by Licensee except upon thirty (30) days advance written notice to City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

Ameren Corporation and its subsidiaries (including Union Electric Company d/b/a Ameren Missouri) may, self-insure the insurance coverage required above that may fall within Ameren's self-insured retention, and in such case shall administer any claims in the same manner as would be adjusted and administered under an industry standard form policy meeting the above coverage requirements.