

RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this **18th** 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 **The Downtown Community Improvement District**, 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 **South 4th Street** right of way, Columbia, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The right-of-way of **South 4th Street, approximately 40'-0" north of the centerline intersection of 4th Street and Cherry Street**, 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 **public art light hub** built in the right-of-way of **South 4th Street**.
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 **South 4th Street** 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. **City agrees to the Permittee utilizing and connecting the public art light hub to the City's electrical circuit for street lights and to meter the use of the electric. The City will charge a \$5.00 per month charge for energy and a \$5.00 per month base charge subject to change based on actual usage and/or cost of service.**
4. Prior to exercising its right granted herein, the Permittee shall present its construction plans or diagrams locating the proposed **public art light hub** 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 **public art light hubs** 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 the **public art light hub**, or any utility existing in the easement at the time this permit is granted, is necessary which would require the relocation of the **public art light hub**, the Permittee shall relocate **public art light hub** at their own expense.
8. The Permittee agrees by exercising its rights under this permit that if the **public art light hub** is damaged in anyway, whether negligently or intentionally by the construction, repair,

modification or relocation of **public art light hub** 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 **public art light hub** 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.

Furthermore, Permittee, 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 out of any action or inaction of Permittee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Permittee may be liable, occurring during the construction of the **public art light hub** or from the presence and maintenance of the same within the public rights-of-way, which results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors.

9. This permit shall remain in effect until canceled by the City of Columbia, which shall be obligated to notify Permittee six (6) months in advance of the cancellation, provided, if the City's Director of Public Works reasonably determines that the **public art light hub** imposes a threat to the public health or safety, the Permittee shall remove the **public art light hub** at its cost and as directed by the Director of Public Works.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its officers the day and year first written above.

City of Columbia, Missouri

By: _____
Mike Matthes
City Manager

Attest:

By: _____
Sheela Amin
City Clerk

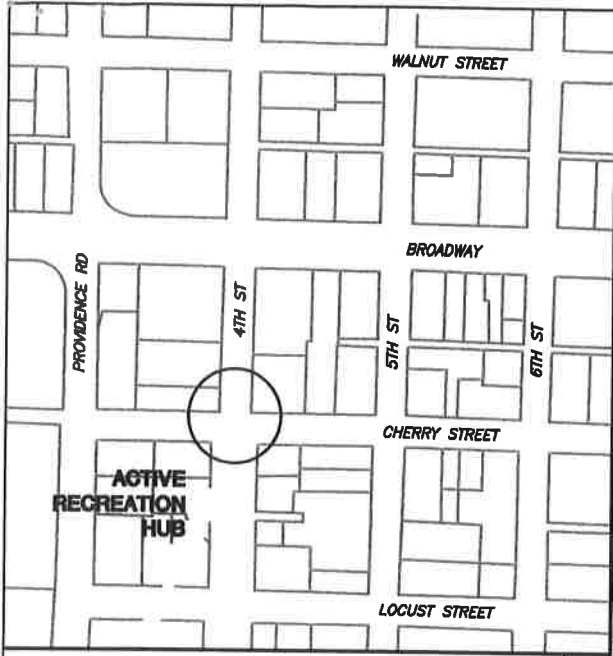
Approved as to form:

By: _____
Nancy Thompson
City Counselor

(Owner's Name)

By: Amel K Essij 6-21-16
(Signature of Owner's Rep)

EXHIBIT A ACTIVE RECREATION HUB



LOCATION MAP

FOURTH ST
(66' R/W, 44' C & Q)

**HUB STORY
STRUCTURE & ART**

33' NORTH
OF INTERSECTION OF
4TH & CHERRY ST

CHERRY ST
(66' R/W, 46' C & Q)



SCALE: 1" = 20'

