

LICENSE AGREEMENT

This License Agreement is made and entered into between the City of Columbia, Missouri, a municipal corporation, 701 E. Broadway, Columbia, Missouri (hereinafter "City") and the City of Ashland, Missouri, a municipal corporation, 109 E. Broadway, P.O. Box 135, Ashland, Missouri (hereinafter "Licensee").

WITNESSETH

WHEREAS, City is the fee simple owner of certain real property located in Boone County, Missouri and more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof; and

WHEREAS, Licensee needs access to and from a roadway easement to be acquired by Licensee for access to a pump station and force main to be constructed by Licensee, as shown on "**Exhibit B**" attached hereto and by reference made a part hereof; and

WHEREAS, City desires to grant to Licensee a license for the specific purposes set forth above, and subject to the limitations, conditions and restrictions set forth below.

NOW, THEREFORE, in consideration of the terms, conditions and restrictions contained herein, and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, City and Licensee hereby agree as follows:

1. City hereby grants to Licensee, its authorized agents and employees a revocable license for the sole purposes of ingress and egress over and across the property described in "**Exhibit A**," for access to Licensee's pump station and force main as shown on "**Exhibit B**."
2. This revocable license is granted for an unlimited term. If City decides to revoke this license, it may do so at any time by giving Licensee one (1) year advance written notice. Licensee shall cooperate with City and establish an alternate access to the pump station and force main as soon as reasonably possible.
3. Licensee acknowledges this area is used by City for airport purposes and is subject to certain security requirements. City retains the right to impose reasonable security restrictions or otherwise require Licensee to verify background security checks on any agent or employee of Licensee who is

granted access to the property of City within any secure area. In the event that it is necessary to secure any portion of the licensed area with gates and fences, City shall provide Licensee with a key to cross the licensed area through the gate and Licensee agrees to allow only authorized personnel within such area and secure the gate and relock such gate each time Licensee accesses the gated area.

4. Licensee shall not park vehicles in the licensed area nor fence, block or restrict the licensed area in any manner.
5. Due to the fact that City is in the process of expanding its airport facilities, Licensee understands and acknowledges City may need to move or relocate the area of access for Licensee's pump station and force main, but City shall not be obligated to incur any expense in any necessary relocation.
6. This License Agreement is limited to Licensee specifically for access for construction and maintenance of the pump station and force main and Licensee shall not allow the general public to access, use or enter into the licensed area.
7. This License Agreement is not exclusive to Licensee and City reserves the right to grant additional licenses of ingress and egress over the licensed area.
8. This License Agreement may not be sold, transferred, assigned or sublet to any other party by Licensee. Licensee acknowledges this License Agreement is not a transferrable interest nor intended to subordinate City's use of the property to Licensee.
9. Licensee's use shall not interfere with City's use as an airport facility nor interfere with City's emergency or general governmental operations, nor violate any of the FAA or TSA rules and regulations.
10. There shall be no rent paid by Licensee for this license.
11. Any notices required by this License Agreement must be in writing and may be served upon the persons at the addresses set forth below:

If to City:

City of Columbia, Missouri
Columbia Regional Airport
ATTN: Airport Manager
11300 S. Airport Drive
Columbia, MO 65201

If to Licensee:

City of Ashland, Missouri
ATTN: City Administrator
109 E. Broadway, P.O. Box 135
Ashland, MO 65010

With a copy to:

City of Columbia Law Department
ATTN: City Counselor
P.O. Box 6015
Columbia, MO 65205-6015

12. To the fullest extent allowed by law, Licensee shall indemnify City against any loss, cost or expenses, or attorney fees which may be incurred or sustained by City as a result of Licensee's use of the licensed area.
13. In no event shall the language of this License 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 constitutions or laws.
14. This License Agreement constitutes the entire agreement between the parties. Any amendments to this License Agreement must be in writing and signed by both parties.
15. This License Agreement shall be construed in accordance with the laws of Missouri. Any litigation regarding this License Agreement shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for the Western District.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed by their respective authorized representatives as of the dates written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CITY OF ASHLAND, MISSOURI

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT A

DESCRIPTION FOR OPTION 2 ACCESS EASEMENT
CITY OF COLUMBIA, MISSOURI, OWNER
JOB 11222.01

APRIL 4, 2016

A STRIP OF LAND TWENTY (20) FEET WIDE LOCATED IN THE NORTH HALF OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, BEING ACROSS THE WEST PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 363, PAGE 152 OF THE BOONE COUNTY RECORDS AND BEING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

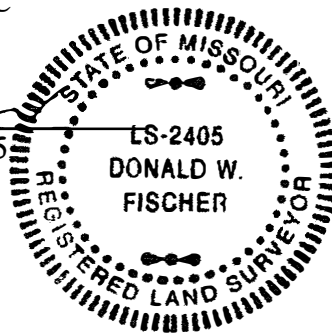
COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12 WEST; THENCE WITH THE SECTION LINE, S88°09'50"E, 1972.10 FEET TO THE EAST LINE OF A SURVEY RECORDED IN BOOK 379, PAGE 585; THENCE LEAVING SAID SECTION LINE AND WITH THE SAID EAST LINE, S1°17'40"W, 279.90 FEET TO THE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION:

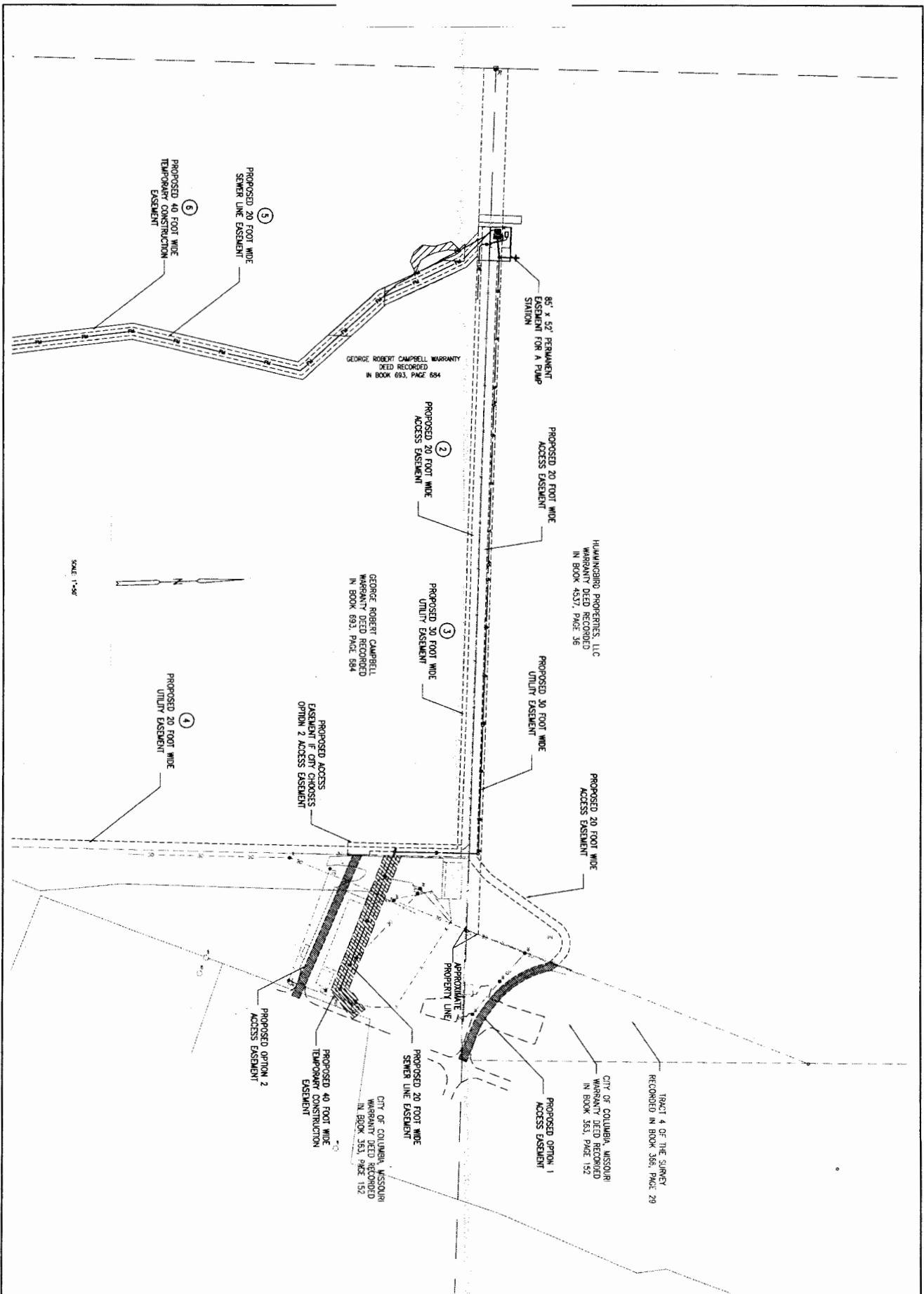
THENCE FROM THE POINT OF BEGINNING, LEAVING THE SAID EAST LINE, S66°42'35"E, 387.80 FEET TO THE END OF THE DESCRIBED CENTERLINE AT THE WEST EDGE OF AIRPORT ROAD (SAID POINT BEING S77°55'45"E, 2373.45 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 36). THE DESCRIBED STRIP CONTAINS 0.18 ACRES.


ALLSTATE CONSULTANTS LLC


DONALD W. FISCHER, PLS-2405

4/4/2016
DATE





1 SHEET	ALLSTATE CONSULTANTS 3313 LEONARD INDUSTRIAL BLVD. COLLEEN, MISSOURI 64734 (573) 875-8199		EASEMENT DISPLAY CITY OF COLUMBIA TRACT
	DATE: 4-4-2018 DWT		ASHLAND, MISSOURI
	JOB NUMBER: 11271201 SCALE:		
	PROJECT:		