

RIGHT OF USE PERMIT FOR TRANSIT SYSTEM PURPOSES

THIS RIGHT OF USE PERMIT FOR TRANSIT SYSTEM PURPOSES, made on the 13TH day of April, 2023, by and between The Curators of the University of Missouri, a public corporation of the State of Missouri (hereinafter referred to as "University"), as Grantor, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, (hereinafter referred to as "City"), as Grantee; City mailing address is Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

That University, in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, the right to construct, operate and maintain a bus shelter, including related facilities to include trash and signage, and the right for members of the public to wait, board and de-board buses at the shelter in and over that portion of the Property, over the following described real estate, situated in the County of Boone, State of Missouri, and described as follows:

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF A TRACT OF LAND DESCRIBED BY WARRANTY DEED IN BOOK 40, PAGE 607, OF THE BOONE COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 COMMENCING AT THE SOUTH EAST CORNER OF LOT 100 OF LA GRANGE PLACE – PLAT 2, A REPLAT OF LOTS IN LA GRANGE PLACE RECORDED IN PLAT BOOK 34, PAGE 38 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATED SYSTEM CENTRAL ZONE); THENCE N.08°21'40"W, 187.00 FEET ALONG THE EAST LINE OF SAID LOT 100, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF TIGER AVENUE (FORMALLY MARYLAND AVENUE) ESTABLISHED BY LA GRANGE PLACE RECORDED IN PLAT BOOK 2, PAGE 17; THENCE S.81°38'20"E, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID TIGER AVENUE; THENCE N.08°21'40"E, 9.23 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE N.08°21'40"E, 18.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S.81°38'20"E, 7.50

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FEET; THENCE S.08°21'40"W, 18.00 FEET; THENCE N.81°38'20"W, 7.50 FEET THE POINT OF BEGINNING AND CONTAINING 135 SQUARE FEET.

(As shown on attached "Exhibit A")

Subject to any restrictive covenants, easements and encumbrances, whether or not of record, the City, shall have the right to erect and maintain a bus shelter, this grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate for the purposes of exercising any of the rights herein granted.

Now, therefore, City and University agree as follows:

The University agrees that the equipment installed on the above described premises at the City's expense shall remain the property of the City, removable at the option of the City.

City shall be solely responsible for construction and maintenance of the improvements upon the above-described land utilizing the highest quality materials and craftsmanship. City will be responsible for the condition of the bus shelter, and the costs of any damage, future repairs or replacements which results from City's installation of equipment or any other usage under this agreement. City also agrees to pay for any damage done to the property of University that results from City's future operations and activities on the above described property. University shall not be responsible for any of the cost of any work done or facilities constructed or maintained or other activities of City permitted by this agreement.

If said bus shelter is abandoned, all rights herein granted shall cease and terminate without any further action required of University or City, and City or its successor or permitted assigns will have no further right or interest therein or thereto. Unless earlier abandoned, this permit shall remain in effect until canceled by the University, which shall be obligated to notify the City one (1) year in advance of the cancellation. Upon any termination of this Agreement, City will promptly prepare and record an instrument reflecting the termination of this Agreement and the rights granted hereunder. At the option of the University, upon any termination of this Agreement, City shall remove the improvements and restore the property which is the subject of this right to use permit to the condition it was in prior to the date hereof.

City agrees that it will be responsible for settling or defending all claims for injuries which occur on the property which is the subject of this right to use permit. City agrees that it will maintain a policy of commercial general liability insurance or program of self-insurance in the amount of not less than \$1,000,000 combined single limit, for the duration of this right of use permit. If City fails to maintain the insurance coverage specified herein with regard to the property which is the subject of this right of use permit, then its rights under this right of use permit shall cease and it will no longer have any rights to use the property which is the subject of this right of use permit.

This agreement is for the sole benefit of the City and the University. Nothing in this Agreement is intended to confer any rights or remedies to any third party. This Agreement may not be assigned by the City without the written consent of the University.

By accepting this agreement and exercising the rights herein granted, City acknowledges and agrees to the terms and conditions herein provided.

University covenants that it is the owner of the above described land, subject to liens and encumbrances of the record at the date of this easement, and that it has the right and authority to make and executed this easement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

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City of Columbia

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By: _____
Name and title

ATTEST: _____
Name and title

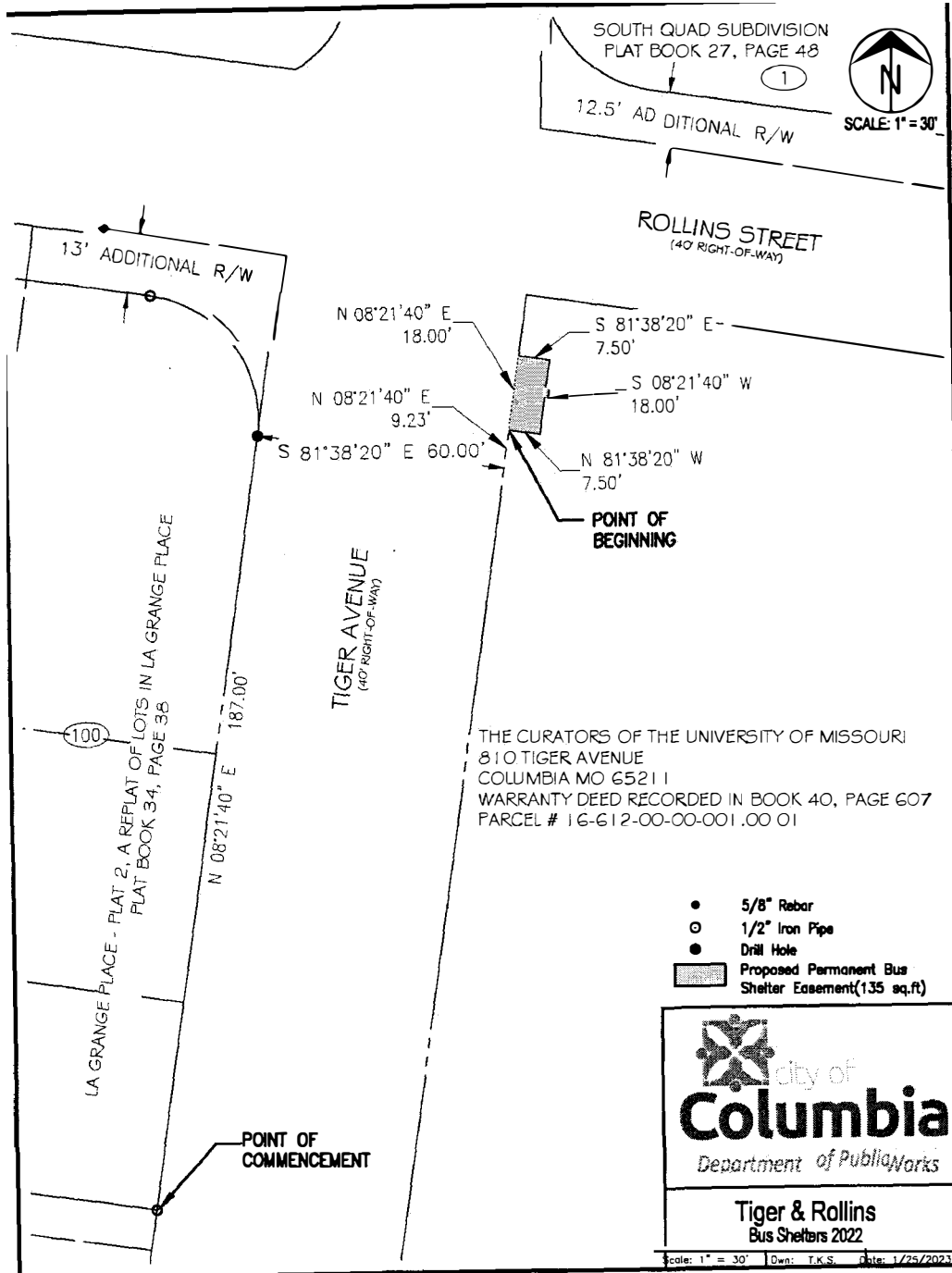
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this _____ day of _____ in the year 2023, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of City of Columbia, Missouri, a municipal corporation and that said instrument was signed in behalf of said municipal corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

EXHIBIT A



a:\city land surveyor use (only)\boundary calcs in progress\transit (bus)\bus shelters 2022\tiger & rollins\tiger & rollins\tiger & rollins.dwg

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