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 the parties ("Effective Date") by and between the City of Columbia, Missouri, a constitutional charter municipality of the State of Missouri ("City") and North Village Gateway, a Limited Liability Company (LLC), and Rice Investments, a Limited Liability Company (LLC), ("Licensees").

RECITALS:

WHEREAS, Licensees has requested consent from City authorizing the use of City Rights- of-Way 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, Licensees 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 Licensees, and does not subordinate City's use of the property to Licensees; and

WHEREAS, City and Licensees desire to provide for the terms and conditions under which such Permit may be granted for Licensees to; use such Rights-of-Way.

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

SECTION 1. GENERAL

- 1.1 <u>Preservation of Police Power Authority</u>. Any rights granted to Licensees 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 Licensees may be required to comply.
- 1.2 Permit Subject to Provisions of City Code. Licensees 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 Licensees obligations that are supplementary to the City Code, and nothing in this Permit shall be deemed to waive any obligation or requirement applicable to Licensees authorized or established by the City Code.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Nature of Rights Granted by this Permit. This Permit shall not convey title to Licensees, equitable or legal, in the Rights-of-Way, and gives only a license to occupy Rights-of-Way for the purposes and for the period stated in and

subject to the requirements 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 Licensees from obtaining appropriate access or agreements before locating on facilities controlled or owned by the City or a third party.

- **2.2 Grant.** Licensees is hereby granted the nonexclusive license to construct, operate, and maintain the Private Facilities in, through and along the City's Right-of-Way described in **Exhibit B** of this Permit (the "Rights-of-Way"), 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 Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. 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. As a condition of this grant, Licensees 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.
- Subordinate. Licensees 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 Licensees's Private Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensees. The use of the Rights-of-Way authorized by this Permit shall in all matters be subordinate to the City's use of and rights to the same, and Licensees shall be limited to such uses as have been expressly granted to Licensees by the City.
- Pacilities to be so located, constructed and maintained as to cause minimum interference with the proper use of all Rights-of-Ways and so as not to materially interfere with other users of the Rights-of-Way. Except as may otherwise be provided, Licensees shall provide reasonable notice to all adjacent property owners affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensees 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 <u>Licensees Responsible for Costs</u>. Licensees shall be responsible for all reasonable, actual and documented costs incurred by the City that are directly associated with Licensees's installation, maintenance, repair, operation, use, and replacement of its Private Facilities within the Rights-of-Way that are not otherwise

accounted for as part of the permit fees established pursuant to the City Code. Cost billed to Licensees may include a reasonable charge for City staff time. Costs due to the City shall be due immediately upon the City providing Licensees 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. Licensees acknowledges that any costs, license fees, or other compensation required herein shall in no way be deemed a tax of any kind.

SECTION 3. TERM AND COMPENSATION

3.1 <u>Term.</u> This Permit shall remain in effect until canceled by the City or be otherwise effective for a shorter term as set forth in <u>Exhibit C</u>, 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 Licensees 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 Licensees or any of its officers, agents or employees the right to cut, break, excavate or damage the street or sidewalk pavement within the Rights-of-Way depicted on Exhibit B without City consent. Prior to exercising its right granted hereunder, Licensees agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the Rights-of-Way. Additionally, the Licensees 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 Rights-of-Way depicted on Exhibit B. Licensees shall excavate in or install Private Facilities in the Rights-of-Way in locations and in a manner only as authorized by a specific permit granted by the City.
- 4.2 <u>Responsibility for Private Facilities</u>. Licensees will be responsible for all costs of any future repairs, maintenance or replacements to the Private Facilities. Licensees 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.
- Abandonment of Private Facilities. If the Private Facilities are ever abandoned or removed by Licensees, all rights herein granted shall cease and terminate and Licensees shall have no further right of interest therein except that, upon abandonment, Licensees remains responsible for all of Licensees's Private Facilities left in place and any costs to remove the Private Facilities, store the Private Facilities, or to otherwise restore and/or clean up affected Rights-of-Way. If the

Private Facilities are abandoned and removed by the City, Licensees must take possession of the Private Facilities within ninety (90) days of removal, otherwise the City may take possession and dispose of the Private Facilities in its sole discretion.

- Relocation or Removal of Facilities. The City may, in its exercise of the public interest, require that Licensees, at Licensees' sole cost and expense, relocate or reinstall any of Licensees' Privates Facilities. The City shall give reasonable notice of such requirement to Licensees, including the location of facilities to be relocated and a reasonable time to relocate such facilities. Licensees shall forthwith remove or relocate such facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensees without expense to the City. If the Licensees 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 and bill the Licensees for any such costs incurred by the City in relocating or removing the Private Facilities. If the Private Facilities are damaged in anyway by the construction, repair, maintenance, modification, or relocation of street, sidewalk, utility or other public facilities in the Right-of-Way, Licensees will repair or replace the Private Facilities at its own cost and hold the City harmless for any of the costs associated with the repair or replacement or any other costs associated with any damages to the Private Facilities.
- Protection of Public Facilities/Improvements and Restoration to 4.5 the Land. Licensees shall responsible for all damages to the Rights-of-Way and any public facilities caused directly or indirectly by Licensees' construction, operation, and maintenance of the Private Facilities in through and along the City's Right-of-Way. If the Licensees fails to repair or restore the Rights- of-Way or public facilities promptly after causing such damage, the City may repair or restore the Rights-of-Way or public facilities and bill the Licensees for any such costs incurred by the City in so repairing or restoring. Licensees 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 Rights-of-Way against sagging, buckling, deterioration, and other premature failures of the restoration in any area where Licensees restored the Rights-of-Way. Licensees shall take measures to prevent damage to any facilities or improvements on adjacent land to the Rights-of-Way. If any damage is caused by Licensees, its employees, contractors or agents, Licensees 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 Licensees shall restore damaged areas and the Rights-of-Way to the satisfaction of City, including but limited to the following: bringing the ground to its original contour and removing all ruts; reseeding or resodding or re-pouring any surface disturbed; replace any trees or landscaping; and replacing any improvements of City or others. Unless otherwise directed by the Director of Public Works, 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 <u>Damage to Private Facilities</u>. Licensees 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 right of way, Licensees will be solely responsible for the repair or replacement of the Private Facilities at the sole cost of Licensees 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.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

- Transfer of Permit. Licensees 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, Licensees 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 Licensees; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensees. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensees shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.
- 5.2 <u>Licensees as Abutting Land Owner</u>. If Licensees is the fee owner of land ("Abutting Land") directly abutting the Rights-of-Way described in <u>Exhibit B</u>, this Permit may be transferred to heirs, assigns, and successors in interest of Licensees to the Abutting Land with the written consent of the Director of Public Works, notwithstanding Subsection 5.1 above.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

assigns, to comply with any of the provisions of this Permit, including the provisions of the Code, or if the Licensees, 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 Licensees, 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 Licensees will be cured by the Licensees, 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 Licensees 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 Licensees use of the License or any action contravening such License, the Manager may immediately terminate the Permit and have the Licensees 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 <u>Compliance With Laws</u>. In performing activities and exercising its rights and obligations under this Permit, the Licensees 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 <u>Enforcement; Attorneys' Fees.</u> The City shall be entitled to enforce the terms and conditions of this Permit through all remedies lawfully available, and Licensees shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Licensees 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.
- No Cause of Action Against the City. The Licensees shall have no 7.4 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 Licensees 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 Licensees 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 Licensees 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 Licensees 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 or indirectly, in whole or in part, from the action or inaction of Licensees, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensees may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensees' business or operations in the City, or out of the fact that the City granted this Permit to Licensees, the rights granted to Licensees, or the activities performed, or failed to be performed, by Licensees 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 Licensees, 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 Rights of Way by Licensees and to name the City as an additional insured. Licensees shall provide City with a certificate of insurance evidencing compliance with the insurance requirements on or before January 1 of each calendar year. 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 C** by giving written notice to Licensees at least 90 days in advance of such change.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under of 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:

If Notice to Licensees:

City of Columbia, Missouri ATTN: Director of Public Works 701 E. Broadway

Columbia, MO 65205-6015

Rice Investments, LLC 3900 McGill Point Drive Rocheport, MO 65279 ATTN: Samuel Rice North Village Gateway, LLC 212 Bingham Road Columbia, MO 65203 ATTN: John Ott 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.

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 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.

	By: John Glascock, Interm City Manager Date:
	Julio
ATTEST:	
By: Sheela Amin, City Clerk	_
APPROVED AS TO FORM:	
By: Nancy Thompson, City Counseld	*
ATTEST: By: Secretary or Witness	North Village Gateway, LLC (Name of Licensee) By: Printed Name: John E. Ott Date:
(CORPORATE SEAL, if any)	LICENSEE Rice Investments, LLC (Name of Licensee) By: Printed Name: Bruce B. Rice Date: Date: 13, 7019
ATTEST: By: Secretary or Witness (CORPORATE SEAL, if any)	_

EXHIBIT A (1)

Depiction and Description of Private Facilities

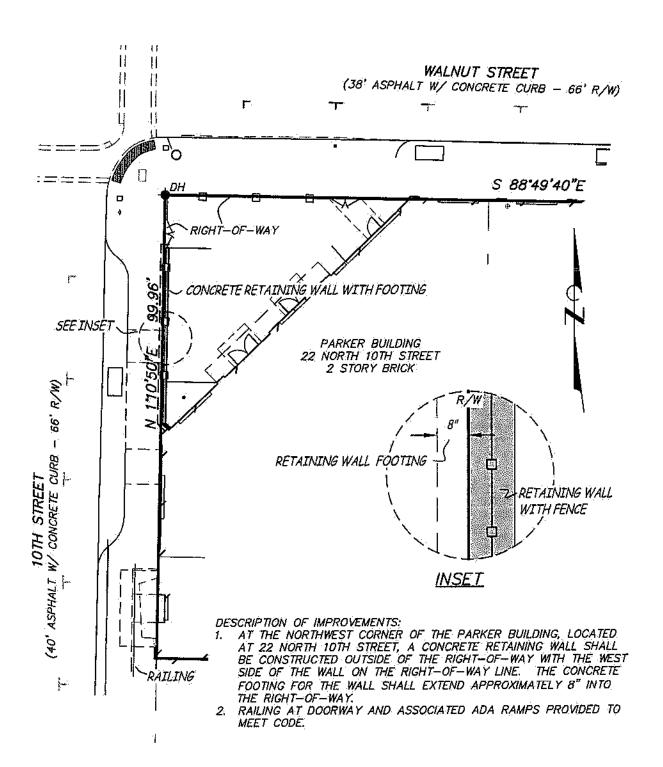
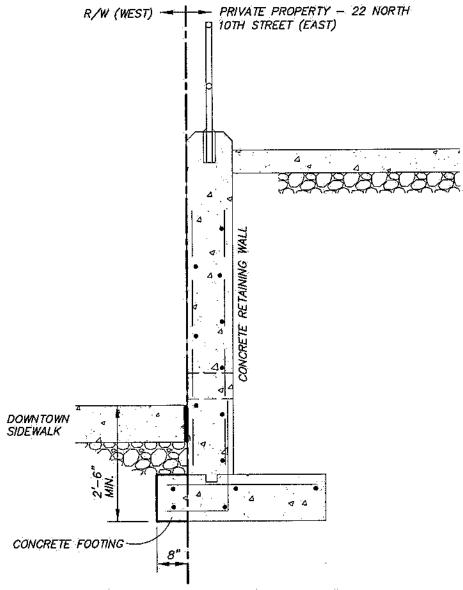


EXHIBIT A (2)

Depiction and Description of Private Facilities



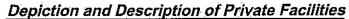
WALL FOOTING IN RIGHT-OF-WAY DETAIL

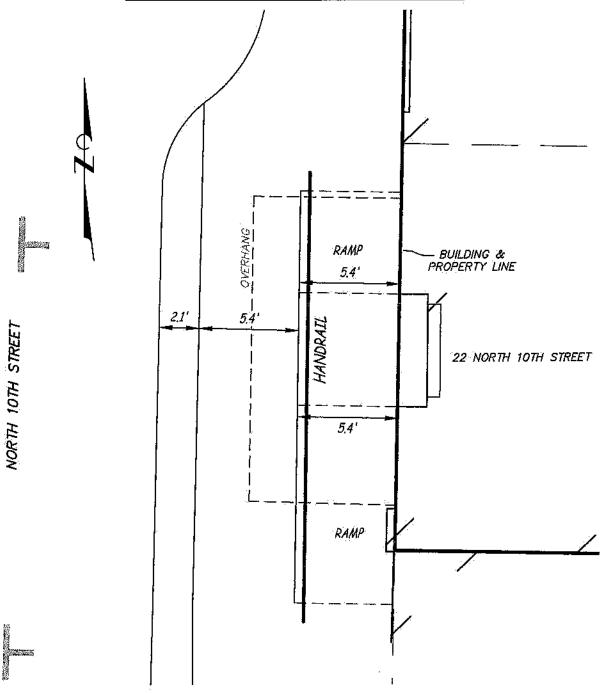
NOT TO SCALE

DESCRIPTION OF IMPROVEMENTS:

1. AT THE NORTHWEST CORNER OF THE PARKER BUILDING, LOCATED AT 22 NORTH 10TH STREET, A CONCRETE RETAINING WALL SHALL BE CONSTRUCTED OUTSIDE OF THE RIGHT-OF-WAY WITH THE WEST SIDE OF THE WALL ON THE RIGHT-OF-WAY LINE. THE CONCRETE FOOTING FOR THE WALL SHALL EXTEND APPROXIMATELY 8" INTO THE RIGHT-OF-WAY.

EXHIBIT A (3)





- DESCRIPTION OF IMPROVEMENTS:

 1. AT THE SOUTHWEST CORNER THE PARKER BUILDING, LOCATED AT 22 NORTH 10TH STREET, A RAMP AND HANDRAIL SHALL BE CONSTRUCTED IN THE RIGHT—OF—WAY.

 2. RAILING AND RAMPS PROVIDED TO MEET CODE.

EXHIBIT B

Depiction and Description of Rights-of-Way

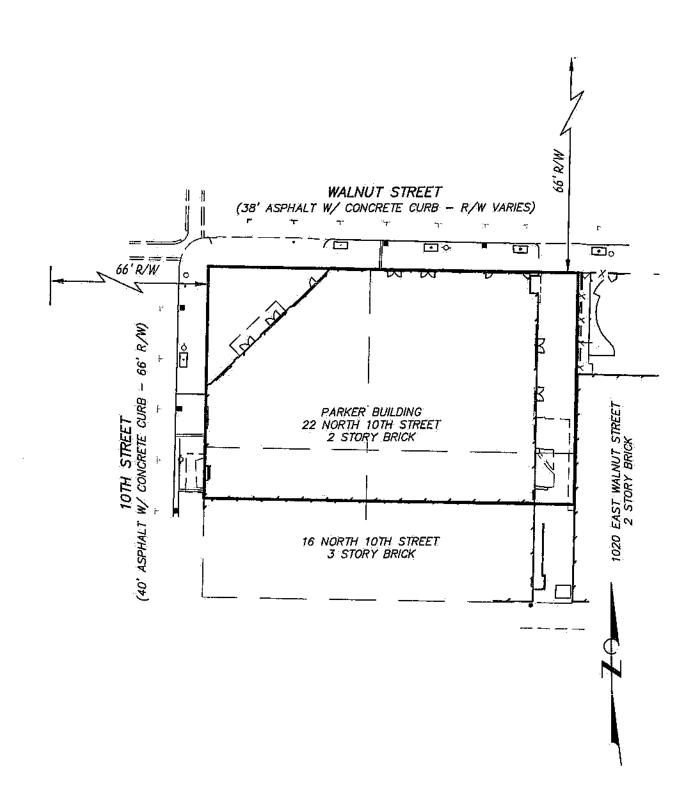


EXHIBIT C

Term, Compensation, and Additional Terms and Conditions

COMPENSATION: NONE

TERM: PERPETUAL

ADDITIONAL TERMS AND CONDITIONS: NONE

EXHIBIT D

Insurance Requirements

JWATSON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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City Of Columbia 701 E Broadway PO Boy 6015					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
PO Box 6015 Columbia, MO 65205				AUTHORIZED REPRESENTATIVE ###################################					