LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Mid-Missouri Radio Control Association (hereinafter "MMRCA") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

WHEREAS, the City owns a tract of land within the city limits of Columbia upon which the City operates a wastewater treatment plant; and

WHEREAS, MMRCA desires to use a portion of that land owned by the City for the MMRCA members to fly remote control aircraft for recreational purposes.

NOW, THEREFORE, the Parties agree as follows:

1. The License Agreement entered by the City as authorized in Bill R124-12 is hereby rescinded and of no further effect upon the Effective Date of this License Agreement.

2. The City owns a tract of land in the southwest quarter of the city (more particularly shown on the map attached hereto as Exhibit A) upon which the City operates a wastewater treatment plant. The City agrees to allow MMRCA a license to a strip of that property consisting of a three hundred (300) foot by one thousand one hundred (1,100) foot strip (as designated on Exhibit B and a fly zone designated on Exhibit A) to allow MMRCA and members to operate and fly remote control aircraft for recreational purposes in accordance with the terms of this agreement as an accommodation to MMRCA.

2. MMRCA understands and agrees that City owns and maintains the tract primarily for a wastewater treatment plant and sludge distribution site. Further, MMRCA understands and agrees that City has a plant and equipment at the site in order to serve and protect the residents of the City and City's grant of license for use of this space on the site is an accommodation to MMRCA and not a transferable interest to MMRCA nor intended to subordinate City's use of the property to MMRCA.

3. This license given by the City is on a nonexclusive basis. This area is also a City approved bow hunting area during bow hunting season.

4. MMRCA's use of the site shall not interfere with City's use as a wastewater treatment plant nor interfere with the City's emergency or general governmental operations. City shall give MMRCA written notice of such interference and MMRCA shall have five (5) days from the notice to end such interference. If after the five (5) days MMRCA is unable or for any reason does not cure the interference, City may terminate this agreement.

5. The term of this agreement shall be for five (5) years.

6. In the event City does not need the licensed tract of land described herein for City purposes, and if MMRCA is in compliance with all terms and conditions for this license agreement, MMRCA shall have the option to renew this license agreement for one additional five (5) year term by giving City written notice at least twelve (12) months prior to the expiration of the initial five (5) year term.

7. There shall be no rent paid by MMRCA.

8. This license agreement may not be assigned or transferred or sublet any portion by MMRCA without prior written consent of the City and may be terminated at any time by the City of Columbia on thirty (30) days' notice.

9. Notices must be in writing and are effective when deposited in U.S. Mail certified and postage prepaid to the addresses set forth below:

MMRCA
c/o Mark Johnston
209 Longfellow Lane
Columbia, MO 65203
Phone: (573) 999-6591

City of Columbia, Missouri
City of Columbia Utilities Department
Sewer Utility Division
ATTN: David Sorrell
P.O. Box 6015
Columbia, MO 65205-6015
Phone: (573) 441-5532

10. In the event of emergency that requires City to access or utilize the property used by MMRCA in a manner which interferes with MMRCA's use, City will try to give as much notice as it effectively can but City is not bound by the notice requirement during emergency situations.

11. At its sole expense and in compliance with all applicable City Codes and ordinances, MMRCA may make and maintain the following improvements on the site, subject to City's prior approval of installation and construction:

    a. Erect and maintain a gate at the northwest corner of the property.

    b. Construct and maintain a ten (10) foot by eight hundred (800) foot drive from the gate, running north and south.

    c. Construct and maintain an air strip for the model aircraft

    d. Maintain a small movable storage shed on skids.

    e. Maintain a portable toilet unit.

    f. Erect and maintain a pavilion.

12. None of the structures erected by MMRCA shall allow permanent occupancy.

13. MMRCA and its members shall not consume alcohol on the premises.

14. Upon termination or expiration of this agreement, MMRCA shall remove its equipment, shed, pavilion and gate and will restore the site substantially to the condition as existed on the commencement date.

15. The hours of operation and use by MMRCA shall be limited from dawn to dusk. Planes shall not be flown after dark. MMRCA shall comply with all applicable state, local and federal laws regarding the flying of unmanned aircraft, including 49 U.S.C. 44809 and all applicable regulations of the Federal Aviation Administration, and shall comply with the Academy of Model Aeronautics National Model Aircraft Safety Code. Model gas turbine powered aircraft may operate unless the City gives notice pursuant to Paragraph 9 that operations of gas turbine powered aircraft is no longer allowed.

16. The City is required to bale hay from the site once or twice a year. When baling is to occur, City will provide advance notice to MMRCA and MMRCA shall not fly or operate planes while a City employee, or City contractor, is operating the baling equipment.

17. MMRCA and its members assume all risks inherent in the operation of remote controlled aircraft and other activities and events held by MMRCA. MMRCA shall fully indemnify City against any loss, cost or expense which may be sustained or incurred by City as a result of MMRCA's use of the property. City and City employees shall not be liable to MMRCA or any of its members for any loss or damages or claims arising out of personal injury or property damage on the site.

18. MMRCA will procure and maintain a public liability insurance policy with limits of two million dollars ($2,000,000.00) for bodily injury, two million dollars ($2,000,000.00) for property damage, three million dollars ($3,000,000.00) in the aggregate with a certificate of insurance to be furnished to the City within ten (10) days of the execution of this agreement. Such policy must provide that cancellation will not occur without at least sixty (60) days prior written notice to the City. Going forward, MMRCA shall maintain insurance at the higher of the amounts established herein or the current sovereign immunity limits established by the Missouri Department of Insurance pursuant to 537.610 RSMo.

19. This agreement constitutes the entire agreement of the parties. Any amendments must be in writing and executed by both parties.

20. This agreement shall be construed in accordance with the laws of Missouri. If any term is found to be void by a court of competent jurisdiction, such finding shall

cause the termination of the agreement. Should any litigation be instituted as a result of this agreement, venue 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 have executed this Agreement on the day set forth below each of their signatures.

City of Columbia, Missouri

By: _____
John Glascock, ~~Interim~~ City Manager

Date: May 5, 2020

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/JKM

Mid-Missouri Radio Control Association

By: _____

Name: Mark L Johnston

Title: President MMRCA

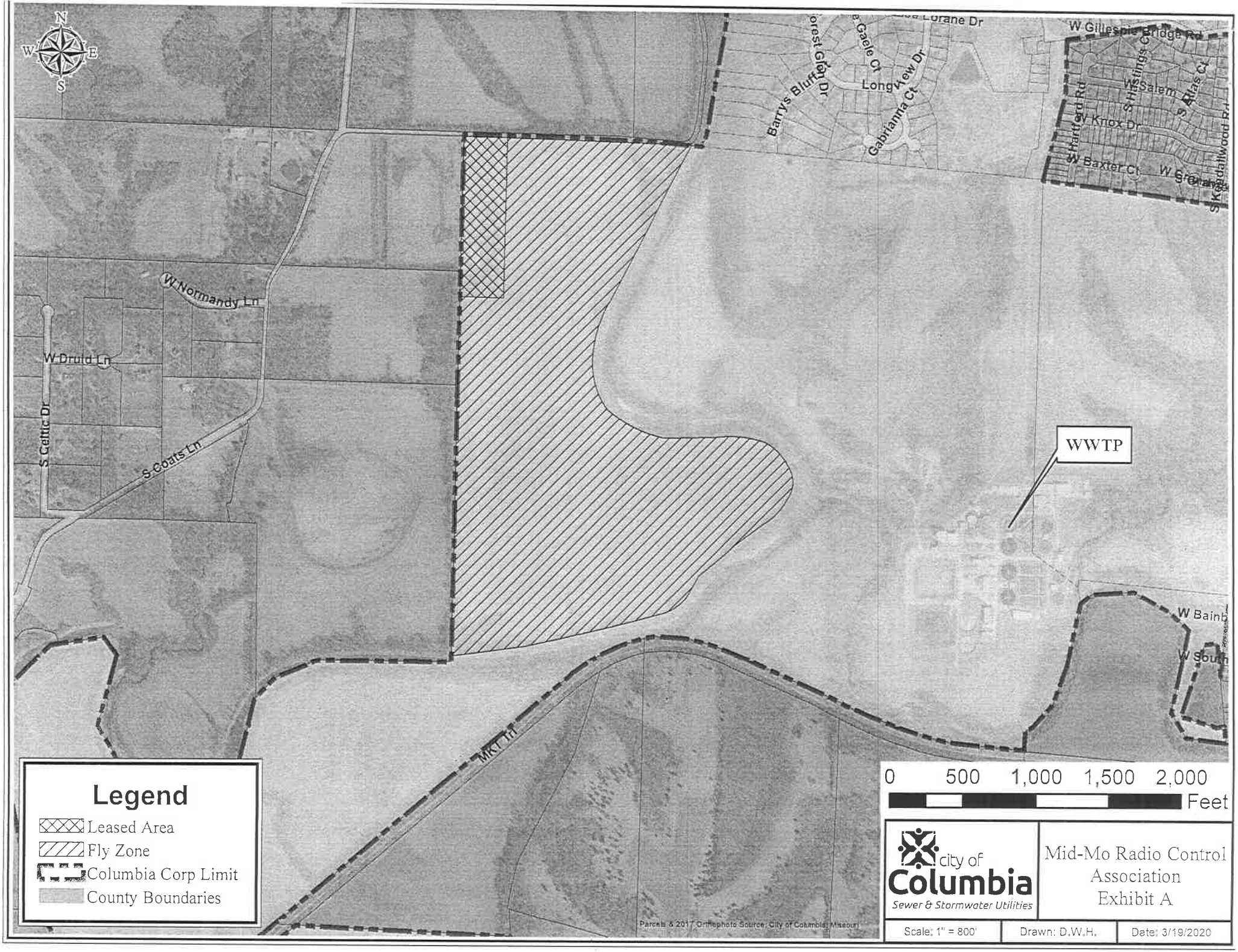
Date: 02-4-2020

ATTEST:

_____

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

JENNIFER VELTROP
My Commission Expires
April 2, 2021
Boone County
Commission #17765095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Harford Rd
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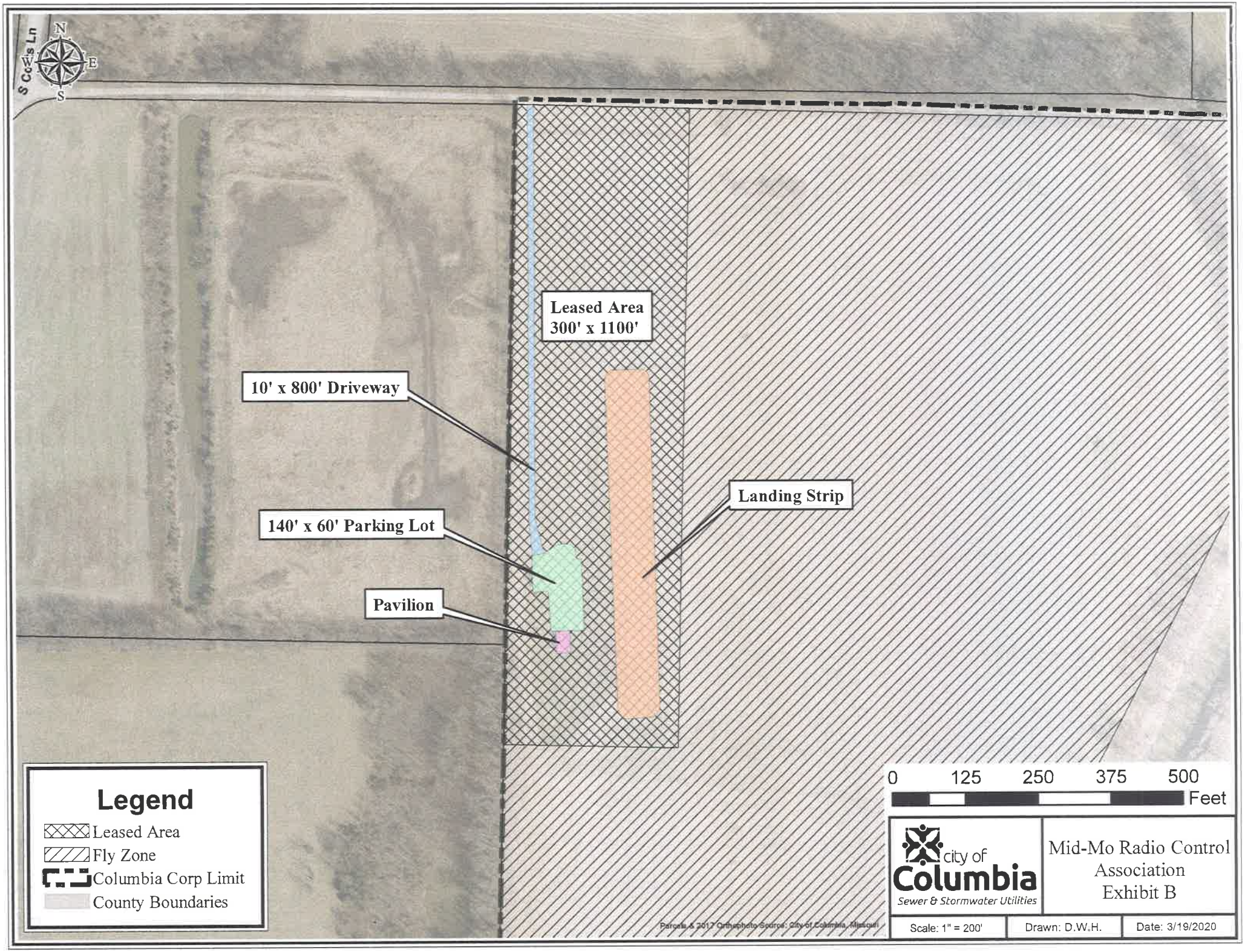
Legend
Leased Area
Fly Zone
Columbia Corp Limit
County Boundaries
0 500 1,000 1,500 2,000
Feet
Parcels & 2017 Orthophoto Source: City of Columbia, Missouri
city of Columbia
Sewer & Stormwater Utilities
Mid-Mo Radio Control Association
Exhibit A
Scale: 1" = 800'
Drawn: D.W.H.
Date: 3/19/2020


S Cow's Ln
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Leased Area
300' x 1100'
10' x 800' Driveway
Landing Strip
140' x 60' Parking Lot
Pavilion
Legend
Leased Area
Fly Zone
Columbia Corp Limit
County Boundaries
0
125
250
375
500
Feet
Parcels & 2017 Orthophoto Source: City of Columbia, Missouri
city of Columbia
Sewer & Stormwater Utilities
Mid-Mo Radio Control Association
Exhibit B
Scale: 1" = 200'
Drawn: D.W.H.
Date: 3/19/2020