

LICENSE AGREEMENT

THIS LICENSE AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”) and MMRCA, Corp, doing business as Mid-Missouri Radio Control Association, a nonprofit corporation (hereinafter “MMRCA”), is entered into on the date of the last signatory noted below (the “Effective Date”). City and MMRCA are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, on May 5, 2020, City and MMRCA entered into a prior license agreement (hereinafter “Prior Agreement”) in which City licensed MMRCA to operate and fly remote-control aircraft in a designated area near the City’s wastewater treatment plant for recreation purposes as set forth in the Prior Agreement; and

WHEREAS, City and MMRCA have tentatively agreed to amend the Prior Agreement to extend its term through May 31, 2026; and

WHEREAS, MMRCA desires to license a different designated area along East Peabody Road, Boone County Parcel #12-100-06-00-002.00 01 that was the subject of a 1997 landfill closure survey recorded at book 2126, Page 883 Boone County records, herein the “Subject Property”, for recreation purposes set forth herein, more particularly shown on the maps attached hereto and incorporated herein as Exhibits A and B; and

WHEREAS, City maintains the Subject Property as part of its post-closure activities associated with the City’s operation of a landfill on the Subject Property. City continues to maintain the Subject Property per its agreement with Boone County, Missouri, a political subdivision of the State of Missouri (hereinafter “County”); and

WHEREAS, City, and County, through its County Commission, have tentatively agreed to a Cooperative Agreement establishing City’s authority to license MMRCA to operate on the Subject Property; and

WHEREAS, City and MMRCA desire to enter into this License Agreement for MMRCA to use the Subject Property for MMRCA members to fly remote-control aircraft for recreational purposes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree as follows:

1. City agrees to allow MMRCA a license to the Subject Property to operate and fly remote control aircraft for recreational purposes in accordance with the terms of this License Agreement.
2. This license is allowed by City on a nonexclusive basis.
3. MMRCA’s use of the site shall not interfere with City’s use or maintenance of the Subject Property nor interfere with City or County’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 License Agreement.

4. The term of this License Agreement shall be for five (5) years.
5. In the event City or County do not need the Subject Property for governmental purposes, and if MMRCA is in compliance with all terms and conditions for this License Agreement, MMRCA shall have the option, subject to City's consent, 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.
6. There shall be no license fees paid by MMRCA.
7. This License Agreement may not be assigned or transferred or sublet, in whole or in part, by MMRCA without prior written consent of City and may be terminated at any time by City at City's sole discretion on thirty (30) days' written notice.
8. Notices must be in writing and are effective when deposited in U.S. Mail certified and postage prepaid to the addresses set forth below:

City

City of Columbia Utilities Department
ATTN: David Sorrell
P.O. Box 6015
Columbia, MO 65205-6015
Phone: (573) 874-7300

MMRCA

ATTN: Mark Johnston
209 Longfellow Lane
Columbia, MO 65203
Phone: (573) 999-6591

9. In the event of emergency that requires City or County to access or utilize the Subject Property in a manner that interferes with MMRCA's use, City will make reasonable attempts to provide as much notice as it effectively can, but during emergency situations City is not bound by the notice requirement herein.
10. City shall mow and/or bale hay from the Subject Property a few times a year. When mowing or 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 equipment on the Subject Property.
11. City shall request permit modification(s) from the Missouri Department of Natural Resources (hereinafter "MDNR") to allow for the beneficial use by MMRCA as set forth in this License Agreement (hereinafter "Permit Requirements"). This License Agreement is subject to and contingent upon permit modification approval by MDNR.
12. At its sole expense and in compliance with all applicable codes, ordinances, laws, and Permit Requirements, MMRCA may make and maintain improvements on the Subject Property. Prior to installation of any improvement, a concept drawing and written description of the

improvement must be submitted to the City for prior approval to ensure the integrity of the existing landfill cap is not compromised. The improvements may include to the following:

- a. Erect and maintain a gate to the Subject Property to the extent gate installation, modification or maintenance are necessary.
- b. Construct and maintain a ten (10) foot wide drive for ingress and egress to the Subject Property and an appropriate parking area.
- c. Construct and maintain an air strip for the model aircraft. City may provide City employees and equipment toward work on the airstrip, particularly toward leveling the airstrip area, to ensure compliance with Permit Requirements and to ensure the integrity of the landfill cap is maintained.
- d. Provide and maintain a small moveable storage shed.
- e. Provide and maintain a portable toilet unit.
- f. Erect and maintain a pavilion.

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

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

15. Upon termination or expiration of this License Agreement, MMRCA shall remove its equipment, shed, and pavilion and will restore the site substantially to the condition as existed on the Effective Date.

16. The hours of operation and use by MMRCA shall be limited to 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 City gives notice to MMRCA as required in this License Agreement that operations of gas turbine powered aircraft is no longer allowed.

17. MMRCA and its members assume all risks inherent in the operation of remote-control 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 Subject Property. City and City directors, officers, agents and 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 Subject Property.

18. MMRCA will procure and maintain a public liability insurance policy with limits of two million dollars (\$2,000,000) for bodily injury, two million dollars (\$2,000,000) for property damage, and three million dollars (\$3,000,000) in the aggregate with a certificate of insurance

to be furnished to City within ten (10) days of the Effective Date. Such policy shall provide that cancellation will not occur without at least sixty (60) days prior written notice to City. Going forward, MMRCA shall maintain insurance at the higher amounts established herein or the current sovereign immunity limits established by the Missouri Department of Insurance pursuant to § 537.610, RSMo. City and its elected officials and employees are to be Additional Insureds with respect to the Subject Property to which these insurance requirements pertain. The Parties understand and agree that City is relying on, and does not waive or intend to waive by any provision of this License Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City or its elected officials or employees. The insurance required herein is required in the public interest and City does not assume any liability for acts of MMRCA and/or their officers, members, employees or contractors.

19. 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.

20. This License Agreement constitutes the entire agreement between the Parties. Any amendments shall be in writing and executed by both Parties.

21. This License 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 License Agreement. Should any litigation be instituted as a result of this License 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 hereto have executed this License Agreement by their duly authorized representatives as of the date of the last signatory to this License Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *DAS*

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor / ek

CERTIFICATION: I hereby certify that no City funds shall be expended under this License Agreement.

By: _____
Matthew Lue, Director of Finance

MMRCA, CORP.
Doing business as
Mid-Missouri Radio Control Association

By: *Mark L. Johnston*

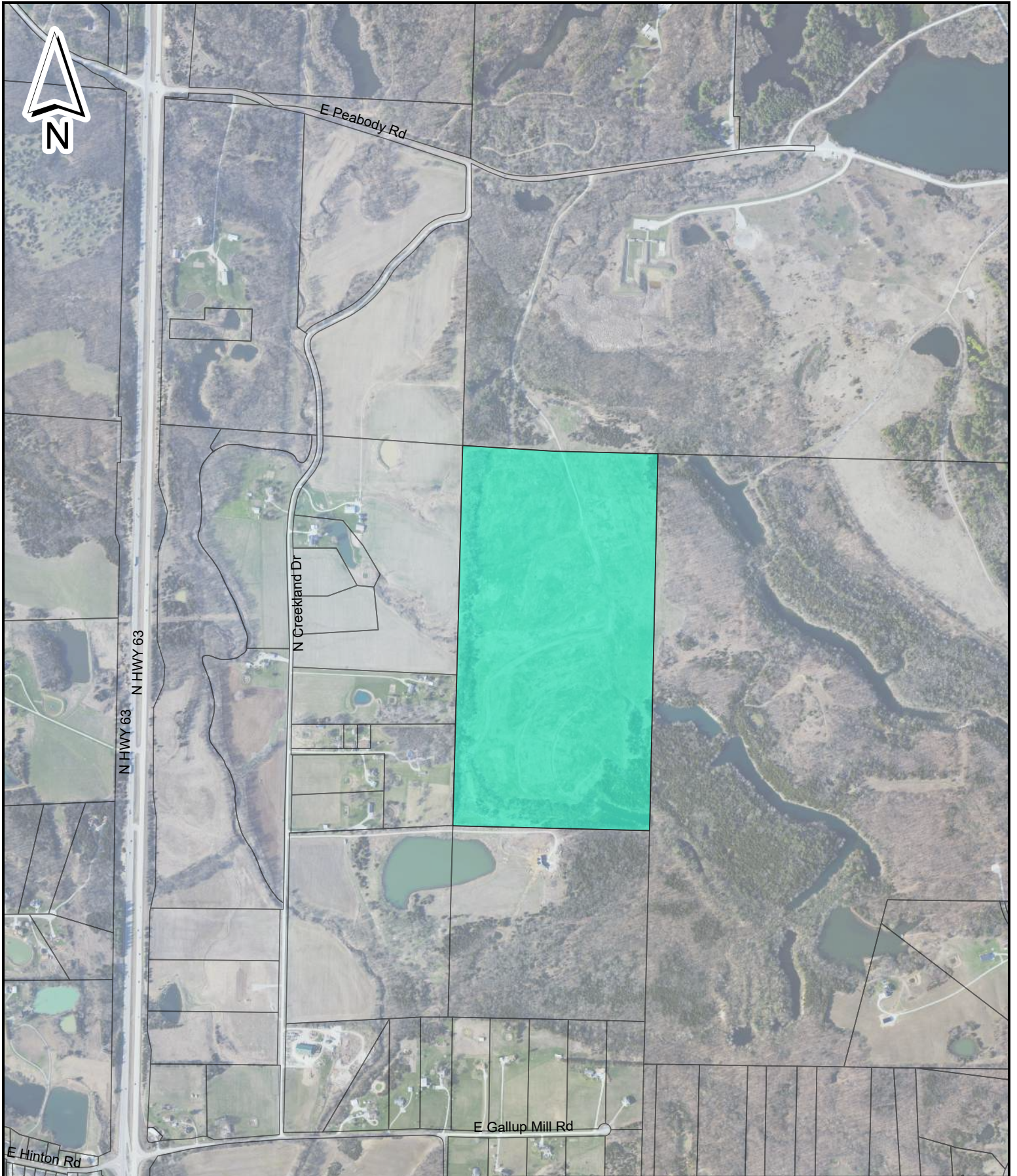
Printed Name: Mark L. Johnston

Title: President MMRCA


Date: Feb. 5, 2025

ATTEST:
By: *Steve Forrest*

Name: STEVE FORREST
V.P. MMRCA.



Legend

 Parcel Location

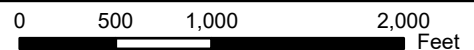
Parcel Information Property of Boone County, MO
2023 Orthophoto Source: Boone County, MO

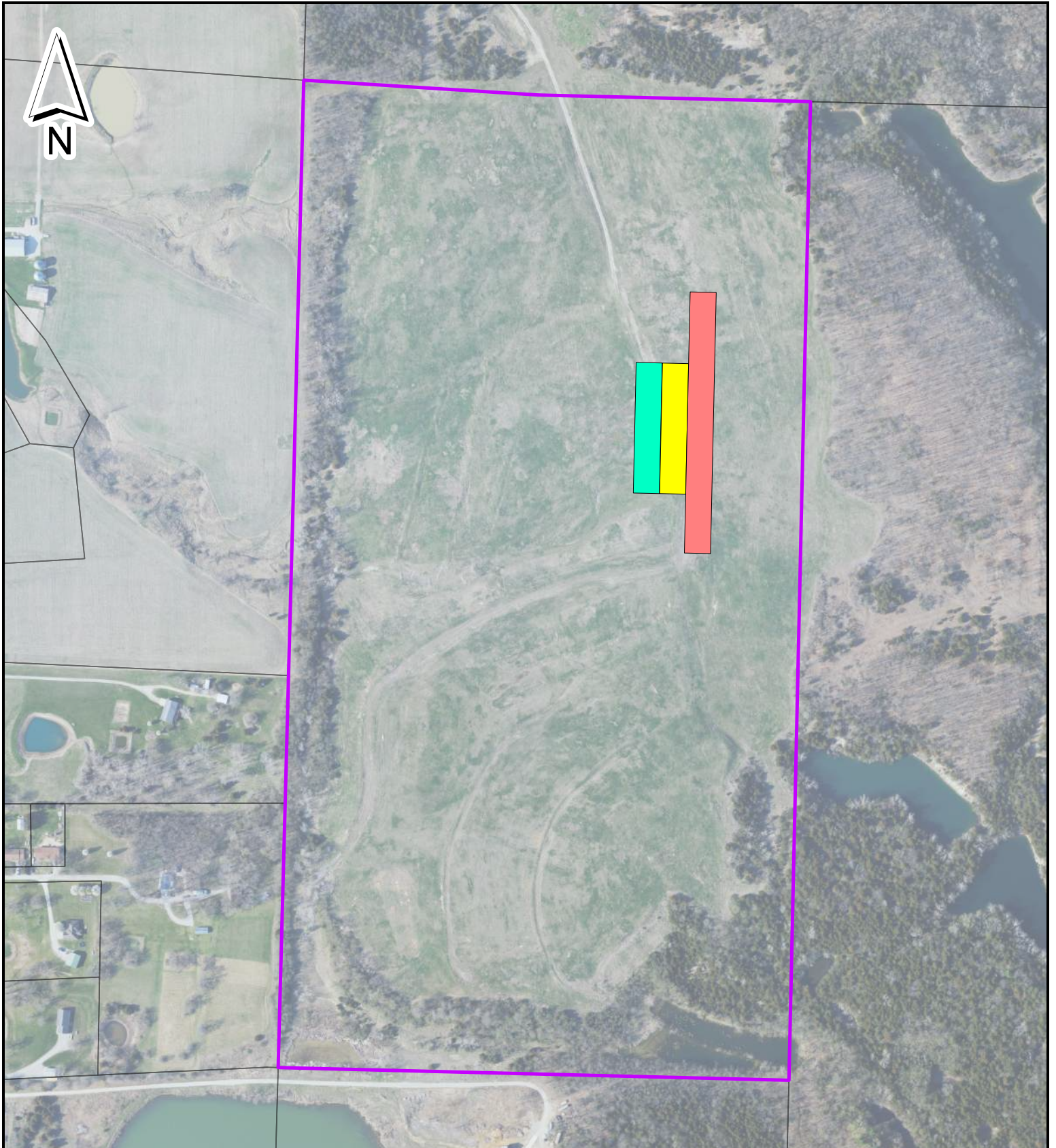





MMRCA Airport Location

Exhibit A

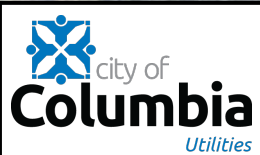
Date: 9/30/2024





Legend	
	Parking Area 80ft x 400ft Gravel placement to occur in phases
	Pilot "Pit" Area 80ft x 400ft May contain "shelter and on-grade concrete slabs"
	Runway/Landing Strip 80ft x 800ft Grass covered

Parcel Information Property of Boone County, MO
2023 Orthophoto Source: Boone County, MO



MMRCA Airport Layout

Exhibit B

Date: 9/30/2024

