FIRST AMENDMENT TO
RIGHT OF USE LICENSE PERMIT
(North Airspace and Roof Overhang)

THIS FIRST AMENDMENT TO RIGHT OF USE LICENSE PERMIT (this "First Amendment") by and between **Broadway Lodging, LLC**, a limited liability company organized under the Missouri Limited Liability Company Act ("Licensee"), and the **City of Columbia, Missouri**, a constitutional charter municipality of the State of Missouri ("City") is made effective as of the date that this First Amendment is last signed by both parties ("Effective Date"). City and Licensee are each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Licensee owns a tract of land at or near 1111 Broadway, Columbia, Missouri, legally described as follows:

> All of Lot 1-A of the Final Plat of Hickman's Addition, Plat No. 1-A, a minor replat subdivision located in the southwest quarter of Section 7, Township 48 North, Range 12 West, Columbia, Boone County, Missouri dated August 15, 2011, recorded in Plat Book 45 at Page 31 and containing .50 acres more or less

and which contains a structure currently operated as a hotel (the "Existing Hotel Tower"); and

WHEREAS, Licensee owns a second tract of land at or near 1104 East Walnut, Columbia, Missouri, legally described as follows:

> All of Lot Three (3) of Ditter Subdivision as shown by the Plat thereof recorded in Plat Book 36 at Page 64 of Boone County, Missouri, containing .25 acres more or less

and upon which Licensee desires to construct a second hotel structure (the "New Hotel Tower"); and

WHEREAS, on October 11, 2019, Broadway Lodging Two, LLC and City entered into a Right of Use License Permit (the "Original Permit") that authorized Broadway Lodging Two, LLC's use of certain City property, consisting of portions of City Right-of-Way adjacent to the New Hotel Tower, in order for Broadway Lodging Two, LLC to construct, install, maintain and/or operate certain private facilities or improvements described and depicted in Exhibit A-1, attached to this First Amendment and incorporated herein by reference (the "Private Facilities"); and

WHEREAS, Broadway Lodging Two, LLC and Licensee entered into an Agreement and Plan of Merger whereby Broadway Lodging Two, LLC was merged into and with Licensee with Licensee remaining as the surviving entity; and

WHEREAS, Licensee has requested a change in the location of Rights-of-Way that are subject to the Right of Use for the Private Facilities, particularly, Licensee has requested authorization for the TYP. BALCONY 3rd - 7th in the North Airspace to be extended from five feet to six feet; and

WHEREAS, the Parties wish to formally amend the Original Permit to change the location of the Rights-of-Way subject to Right of Use for the Private Facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. **Exhibit A-2:** Parties agree to amend Exhibit A-2 of the Original Permit (Depiction of Private Facilities to be constructed in Right of Way), by replacing it in its entirety with the Depiction of Private Facilities to be constructed in Right of Way attached hereto as Exhibit A-2, and made a part of this Amendment.

2. **Exhibits B-1 and B-2:** Parties agree to amend Exhibit B of the Original Permit, inclusive of Exhibit B-1 (Legal Description of Rights-of-Way subject to Right of Use) and B-2 (Depiction of Rights-of-Way set forth in Legal Description on Exhibit B-1), by replacing it in its entirety with the Legal Description and Depiction of Rights-of-Way attached hereto as Exhibits B-1 and B-2, respectively, and made a part of this Amendment.

3. **Owner**: Parties agree that after the effective date of this First Amendment, "Licensee," as used in the Original Permit and this First Amendment, shall mean Broadway Lodging, LLC.

4. **Ratification and Approval.** Except as amended hereby, the Original Permit is and shall remain in full force and effect in accordance with the provisions thereof.

5. **Counterparts and Electronic Signatures.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this First Amendment, shall be deemed to have the same legal effect as original signatures on this First Amendment.

6. **Conflicting Provisions.** In the event of any inconsistency between the terms and provisions of the Original Permit and this First Amendment, the terms and provisions of this First Amendment shall prevail.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day set forth below each of their signatures.

CITY OF COLUMBIA, MISSOURI

By: _____ SSC
De'Carlon Seewood, City Manager

ATTEST: Date: _____

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/rgt

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 20____, before me appeared De'Carlon Seewood, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____.

BROADWAY LODGING, LLC

By: _____
Name: David Parmley
Title: Manager

STATE OF MISSOURI)
) **SS**
COUNTY OF BOONE)

On this 18th day of January, 2024, before me appeared **DAVID PARMLEY,** to me personally known, who, being by me duly sworn, did say that he is the Manager of **BROADWAY LODGING, LLC** a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My commission expires: 3/29/26.

JANE M RIPPETO
Notary Public - Notary Seal
STATE OF MISSOURI
County - Boone
Commission # 14862185
My Commission Expires: 03/29/2026

EXHIBIT A-1
Description of Private Facilities to be constructed in Right of Way

North Airspace and Roof Overhang

Right of use to construct, maintain and use improvements on the New Hotel Tower for the construction and maintenance of balconies on the North Façade, a canopy on the North Façade and an architectural roof overhang near the top of the structure on both the North and East Façades (the "North and East Airspace") above the areas described in Exhibit B-1 and depicted on Exhibit B-2. The private facilities authorized to be constructed, maintained and used within the North and East Airspace shall be balconies, awnings and related structures as depicted on Exhibit A-2, which is an excerpt from the Architectural Plans created by LLW Architects for The Broadway Phase II - Expansion (the "Architectural Plans"). Provided however, nothing contained herein shall authorize construction of any private facilities over the right-of-way to any point which extends past the edge of the sidewalk and curb constructed on Walnut Street adjacent to the New Hotel Tower.

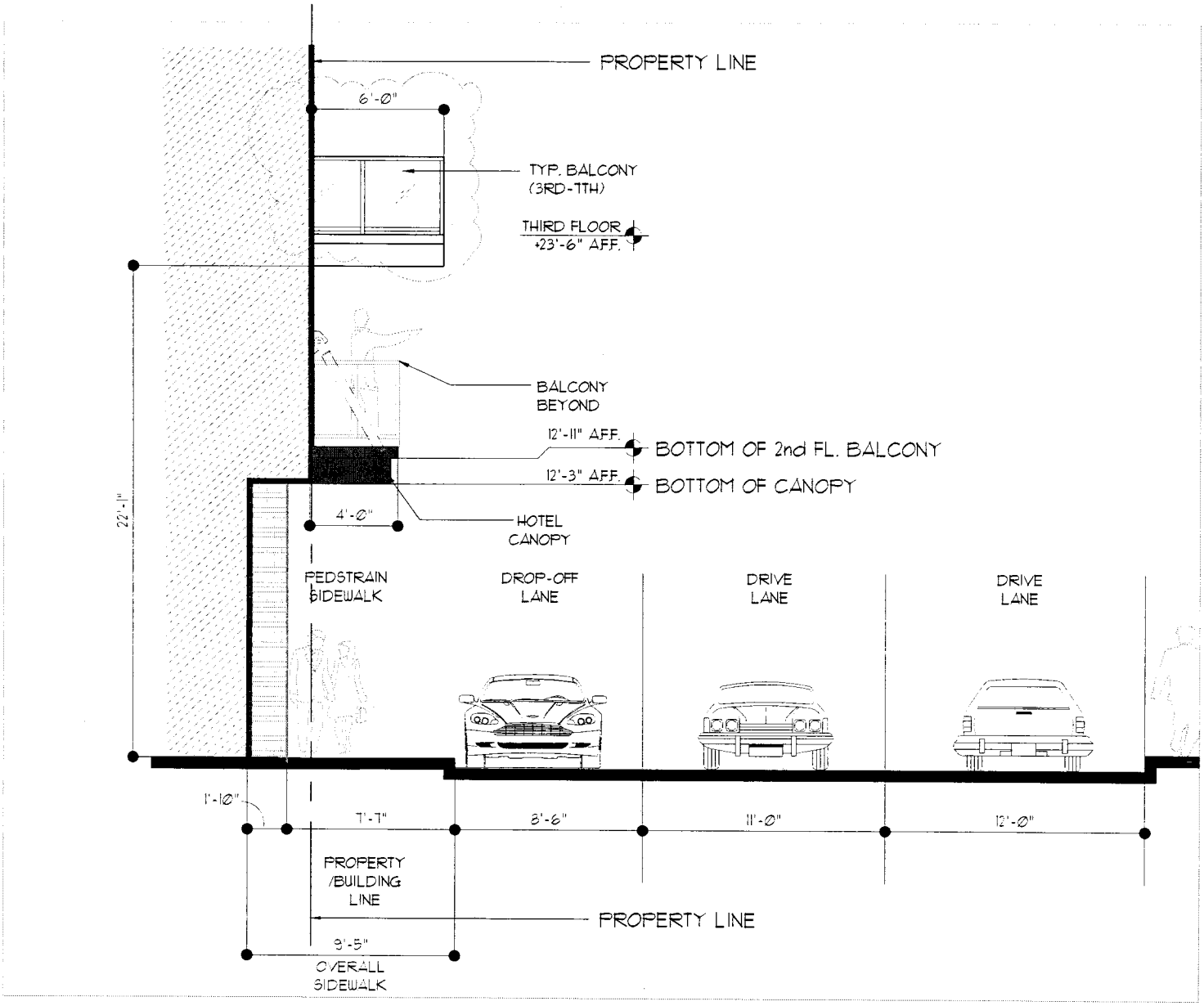
City also grants to Licensee reasonable rights of ingress and egress within the North and East Airspace and the space and land below same as are necessary for the construction, maintenance, repair, replacement or removal of the improvements located within the North and East Airspace.

EXHIBIT A-2

Depiction of Private Facilities to be constructed in Right of Way

803 MOUNT MORIAH
SUITE 100B
MEMPHIS, TN 38117
(901) 683-7175 p.
(901) 683-2385 f.
ltw@ltwarchitects.com

RIGHT OF USE LICENSE PERMIT
NORTH AIRSPACE
EXHIBIT A-2
PAGE # 1/2

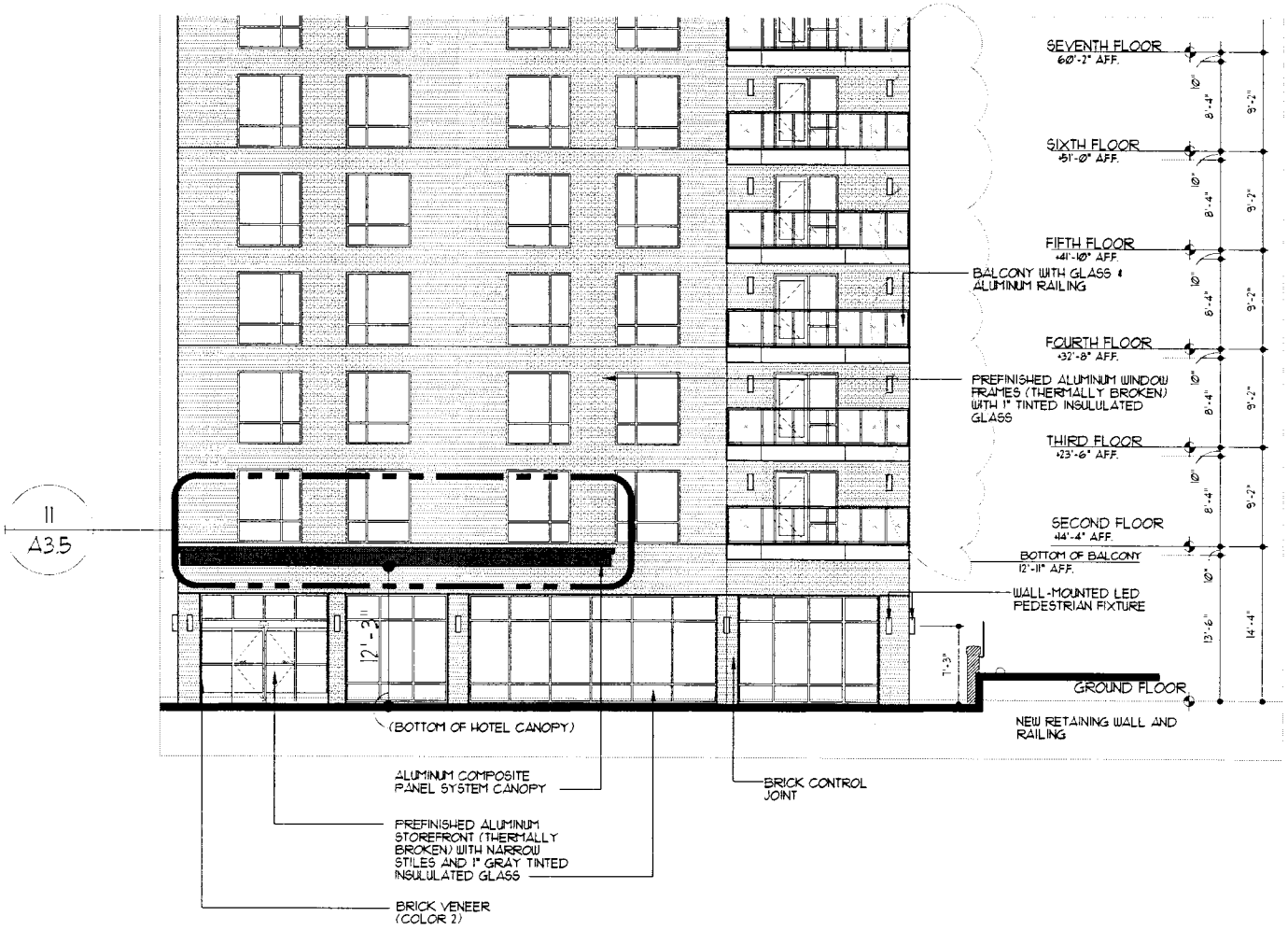


THE BROADWAY
A DOUBLETREE BY HILTON

NORTHEAST CORNER ELEVATION

PHASE II - EXPANSION
COLUMBIA, MISSOURI
08/22/2019
rev. 11/21/2023

803 MOUNT MORIAH
SUITE 100B
MEMPHIS, TN 38117
(901) 683-7175 p.
(901) 683-2385 f.
ltw@ltwarchitects.com



THE BROADWAY
A DOUBLETREE BY HILTON

EAST ELEVATION
SHEET A3.2

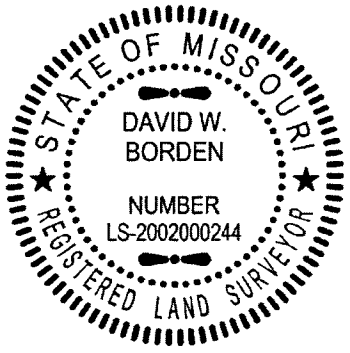
PHASE II - EXPANSION
COLUMBIA, MISSOURI
08/19/2019
rev. 11/21/2023

EXHIBIT B-1
Legal Description of Rights-of-Way Subject to Right of Use

ONE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 48 NORTH, RANGE 12 WEST IN COLUMBIA, MISSOURI AND BEING PART OF LOT 3, SHORT STREET GARAGE PLAT 2 RECORDED IN BOOK 46, PAGE 10 AND RIGHT OF WAY FOR WALNUT STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, DITTER SUBDIVISION RECORDED IN BOOK 36, PAGE 64 AND WITH THE EAST LINE THEREOF, N 1°07'55"E, 20.15 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND WITH SAID EAST LINE, N 1°07'55"E, 129.70 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE WITH THE NORTH LINE, N 88°42'45"W, 74.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE LEAVING SAID NORTH LINE, N 1°17'40"E, 6.00 FEET; THENCE S 88°42'50"E, 23.58 FEET; THENCE S 1°17'10"W, 1.51 FEET; THENCE S 88°42'45"E, 54.91 FEET; THENCE S 1°17'15"W, 134.19 FEET; THENCE N 88°42'45"W, 4.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 948 SQUARE FEET.

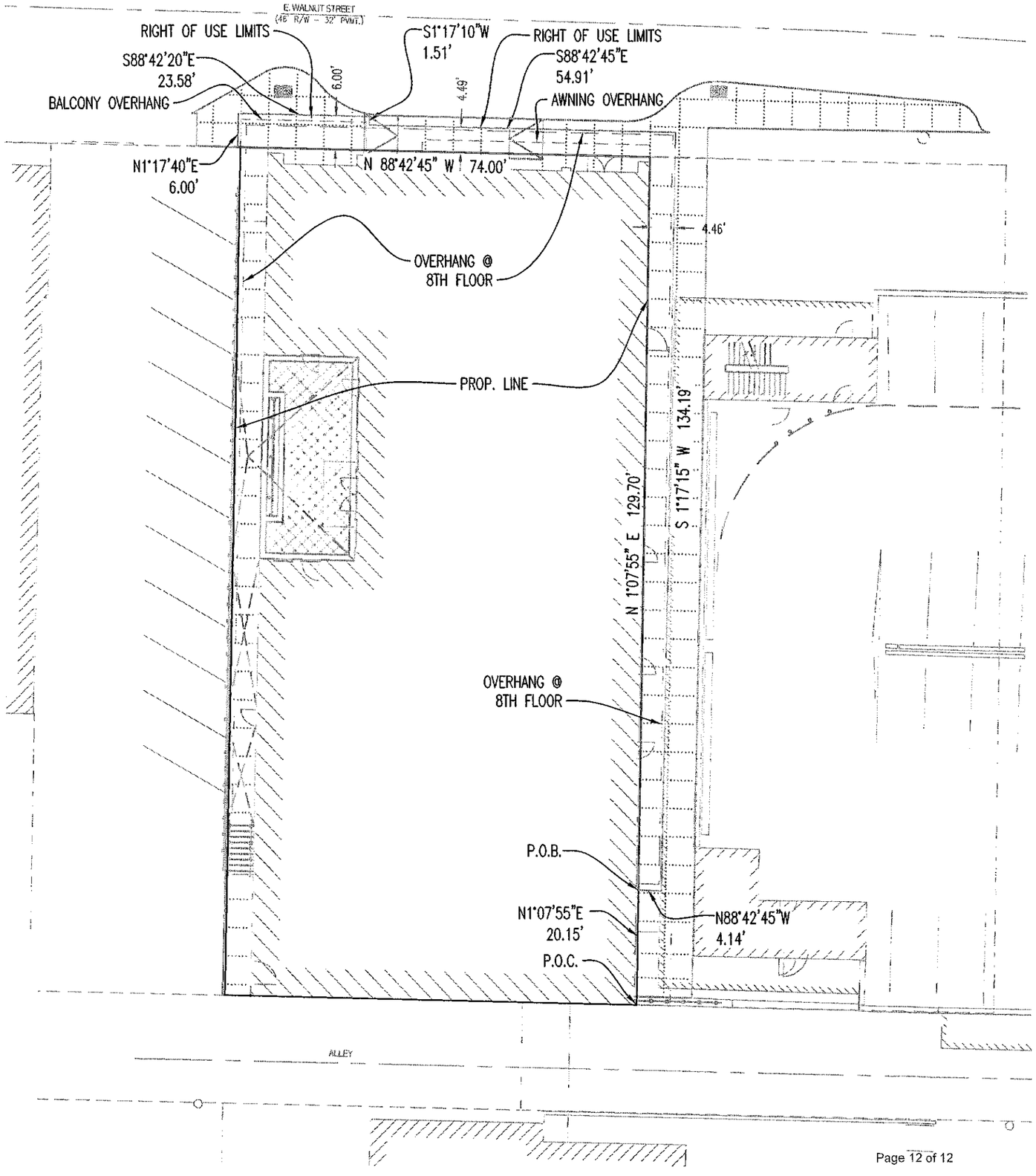


DAVID W. BORDEN, PLS–2002000244

12-21-23
DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304 DATE: 12/21/2023 PROJECT: 150415	RIGHT OF USE-AWNINGS SECTION 7, T48N, R12W COLUMBIA, BOONE COUNTY, MISSOURI

EXHIBIT B-2
Depiction of Rights-of-Way set forth in Legal Description on Exhibit B-1



COLUMBIA BROADWAY II

AWNINGS/BALCONIES/ROOF OVERHANGS/RELATED STRUCTURES AIRSPACE - RIGHT OF USE

SCALE: 1" = 20'

BEARINGS ARE REFERENCED TO GRID NORTH, OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE), OBTAINED FROM GPS OBSERVATION.

PREPARED BY:

CROCKETT

ENGINEERING CONSULTANTS
1000 W. Nifong Boulevard Building #1
Columbia, Missouri 65203
(573) 447-0292

www.crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151304