

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the date set forth below by and between **Discovery Office Park, L.L.C., and Discovery Office Park North, L.L.C.** (collectively, "Licensor") and the City of Columbia, Missouri, a municipal corporation (hereinafter "Licensee").

RECITALS

Whereas, Licensor is the owner of certain real estate and parking areas located at 4210, 4215, 4220, 4230, and 4240 Philips Farm Road, Columbia, Missouri (the "Facility").

WHEREAS, Licensor proposes to allow Licensee access to the Facility to use the Facility for parking/shuttle purposes only; and

WHEREAS, Licensor is willing to provide Licensee with a license to utilize the Facility for the aforementioned purpose, subject to this Agreement.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

Licensor grants to Licensee, and Licensee accepts, a license for purposes of utilizing the Facility for parking, subject to compliance at Licensee's sole cost and expense with all governmental laws, rules and regulations..

To the extent not prohibited by law and without waiving sovereign immunity, Licensee agrees to be solely responsible for loss or damage to its personal property, or personal property of its employees, guests or invitees, while on and/or at the Premises. Licensee will indemnify and save harmless the Licensor against all liability, including liability arising from death or injury to person or property during the term of this Agreement, caused by any act or omission of the Licensee or its employees, guests or invitees. Licensor shall not be liable for any damage or loss to person or property caused by other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same arises solely from the omission, fault, negligence or other misconduct of the Licensor. If permitted by law, the Licensee shall maintain a commercial general liability policy in not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and shall name Licensor as additional insured. 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.

The term of this license shall be for a period commencing at 5:30 a.m. on November 22, 2025 and terminating at 1:30 p.m. on November 22, 2025.

If Licensor or Licensee participate in any legal action regarding the terms of this Lease the prevailing party shall be reimbursed by the losing party for the attorney's fees incurred and court costs as well as other expenses of litigation.

The laws of Missouri shall govern this Agreement and the parties agree that any action shall be heard by the Boone County, Missouri Circuit Court.

No amendment to any provision of this Agreement shall be effective unless in writing and signed by both parties. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

Neither party shall assign (including the engagement of subcontractors) any of its rights or obligations under this Agreement without the prior written consent of the other party.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Agreement as of the date set forth below

Licensee:

Licensor:

City of Columbia, Missouri

Discovery Office Park, L.L.C. and Discovery Office Park North, L.L.C.

By: De'Carlton Seewood, City Manager

By:  Date: 10/5/25

By:  Date: 10/5/25

Approved as to Form:

By: _____

By: _____

Nancy Thompson, City Counselor