

**FIRST AMENDMENT TO
RIGHT OF USE LICENSE PERMIT
(Conduits)**

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, 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; 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 B:** 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 Exhibit B, and made a part of this Amendment.

2. **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.

3. **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.

4. **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.

5. **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: _____
De'Carlton Seewood, City Manager

SSC

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'Carlton 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: _____.

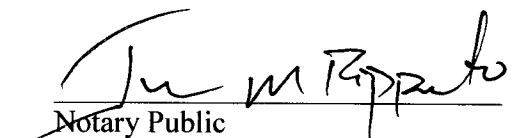
BROADWAY LODGING, LLC

By: 
Name: David Parmley
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 16th day of January, 2021, 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: 3/29/24

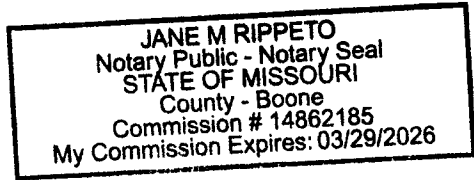


EXHIBIT A-1

Description of Private Facilities to be Constructed in Right of Way

Conduits

Right of use to install, maintain and use conduits which may contain wires, lines, cables, or similar facilities under the ground below the area (“Conduit Right of Use Area”) described in **Exhibit B-1** and depicted on **Exhibit B-2**. Such conduits will connect the Existing Hotel Tower and the New Hotel Tower and shall be installed in a manner as to avoid contact or conflict with existing utilities within the Conduit Right of Use Area. The precise location of such existing utilities is unknown and will remain unknown until the area is excavated but shall be generally in the area depicted on Exhibit B-2.

Licensee shall provide City with as-built plans of such facilities following installation.

EXHIBIT B-1

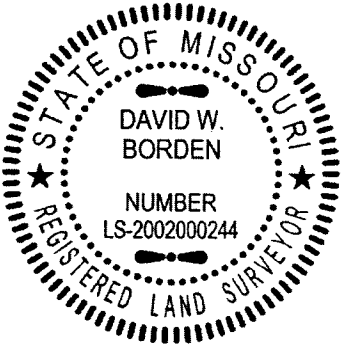
Legal Description of Rights-of-Way subject to Right of Use

[Insert legal description for "Right of Use – S. Conduits"]

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 48 NORTH, RANGE 12 WEST IN COLUMBIA, MISSOURI AND BEING PART OF THE RIGHT OF WAY FOR THE PUBLIC ALLEY ADJOINING DITTER SUBDIVISION RECORDED IN BOOK 36, PAGE 64 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, SHORT STREET GARAGE PLAT 2 RECORDED IN BOOK 46, PAGE 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 3, DITTER SUBDIVISION RECORDED IN BOOK 36, PAGE 64 AND WITH THE SOUTH LINE THEREOF, N 88°42'45"W, 30.85 FEET; THENCE LEAVING SAID SOUTH LINE, S 1°17'15"W, 18.94 FEET TO THE SOUTH LINE OF SAID ALLEY RIGHT OF WAY, SAID POINT BEING ON THE NORTH LINE OF LOT 1-A OF HICKMAN'S ADDITION, PLAT NO. 1-A RECORDED IN BOOK 45, PAGE 31; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, N 88°42'45"W, 16.23 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, N 1°17'15"E, 18.94 FEET TO THE SOUTH LINE OF SAID LOT 3, DITTER SUBDIVISION; THENCE WITH SAID SOUTH LINE, S 88°42'45"E, 16.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 307 SQUARE FEET.



[Handwritten Signature]

 DAVID W. BORDEN, PLS-2002000244
 11-21-23
 DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	RIGHT OF USE-S. CONDUITS SECTION 7, T48N, R12W COLUMBIA, BOONE COUNTY, MISSOURI
	DATE: 11/21/2023	
	PROJECT: 150415	

EXHIBIT B-2

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

[Insert Crockett drawing of “South Conduits – Right of Use”]

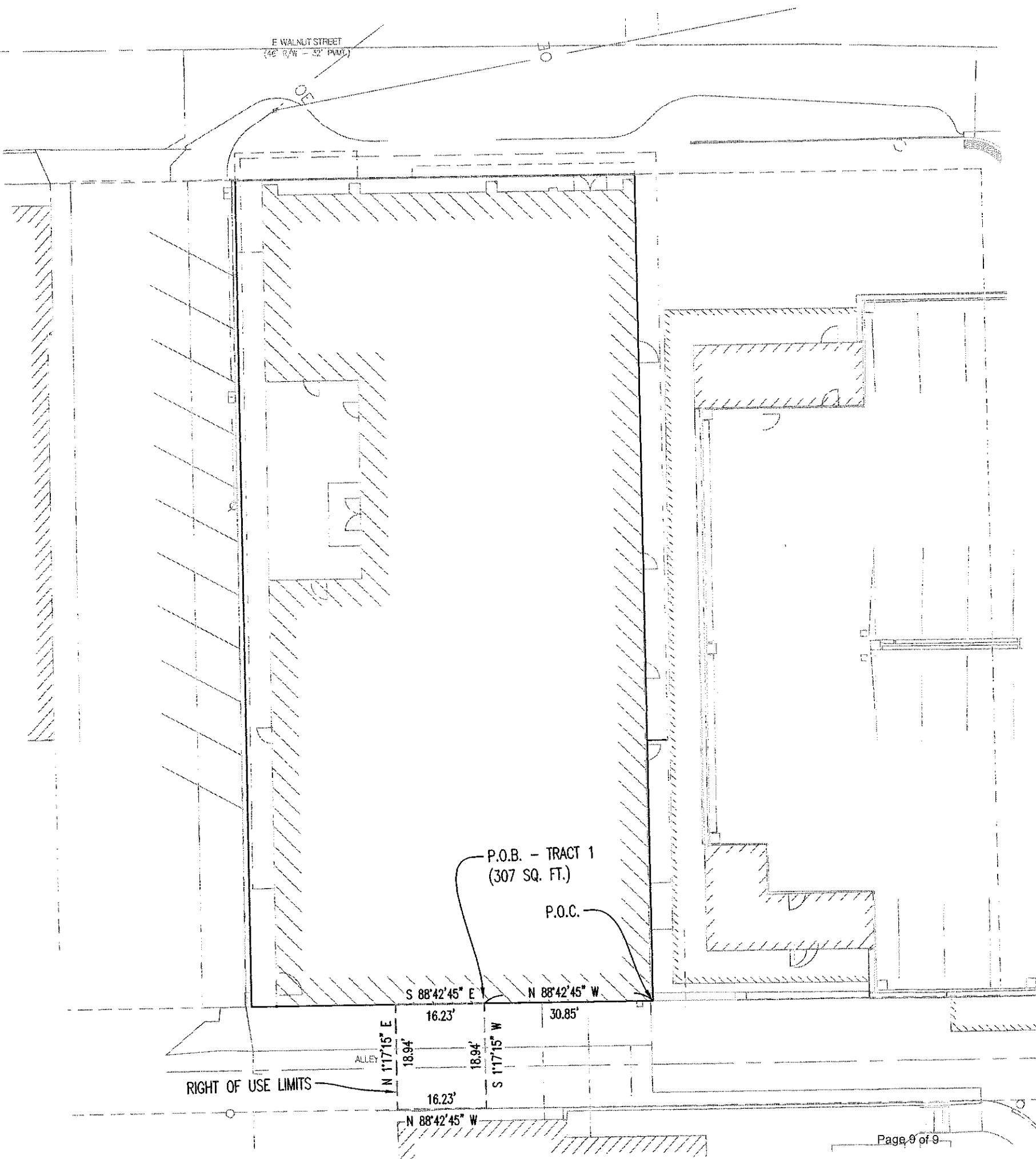
COLUMBIA BROADWAY II

SOUTH CONDUITS - 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

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Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151304