RIGHT OF USE LICENSE PERMIT

THIS RIGHT OF USE LICENSE PERMIT ("Permit") is made effective as of the date that this Permit is last signed by both parties ("Effective Date") by and between, ESS Properties, LLC, a limited liability company ("Licensee"), and the City of Columbia, Missouri, a constitutional charter municipality of the State of Missouri ("City").

RECITALS:

WHEREAS, Licensee has requested consent from City authorizing the use of City Rights-of-Way to construct, install, maintain, and/or operate certain private facilities or improvements described and depicted in Exhibit A, attached to this Permit and incorporated herein by reference (the "Private Facilities"); and

WHEREAS, Licensee understands and agrees that it is the intention of City that this License does not grant a lease or an easement, and does not create any type of transferable business interest in City property for the benefit of Licensee, and does not subordinate City's use of the property to Licensee; and

WHEREAS, City and Licensee desire to provide for the terms and conditions under which such Permit may be granted for Licensee to; use such Rights-of-Way.

NOW THEREFORE, this Permit is granted subject to the following conditions and stipulations:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Permit are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public with which Licensee may be required to comply.

1.2 Permit Subject to Provisions of City Code. Licensee agrees as a part of issuance of this Permit to abide by applicable provisions of the City Code of the City of Columbia, Missouri, and to be subject to the enforcement by the City as provided therein. This Permit may establish Licensee obligations that are supplementary to the City Code, and nothing in this Permit shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the City Code.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Nature of Rights Granted by this Permit. This Permit shall not convey title to Licensee, equitable or legal, in the Rights-of-Way, and gives only a license to occupy Rights-of-Way for the purposes and for the period stated in and subject to the requirements of this Permit. This Permit also shall not grant the right to use facilities owned or controlled by the City or a third-party without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Licensee from obtaining appropriate access or agreements before locating on facilities controlled or owned by the City or a third party.

2.2 Grant. Licensee is hereby granted the nonexclusive license to construct, operate, and maintain the Private Facilities in, through and along the City's Right-of-Way described in Exhibit B of this Permit (the "Rights-of-Way"), subject to the terms and conditions of this Permit. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. The City may revoke this license at will, at any time, for any reason or no reason at all, subject to notice of such revocation. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity, including the City.

2.3 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. Licensee shall construct and maintain its Private Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements and fee payments, in effect as of the Effective Date or adopted after the Effective Date. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Private Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Permit shall in all matters be subordinate to the City's use of and rights to the same, and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City.

2.4 No Interference. Licensee shall construct and maintain its Private Facilities to be so located, constructed and maintained as to cause minimum interference with the proper use of all Rights-of-Ways and so as not to materially interfere with other users of the Rights-of-Way. Except as may otherwise be provided, Licensee shall provide reasonable notice to all adjacent property owners affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and any standard specifications, drawings, and procedures adopted by the City, and any permits issued by the City.

2.5 Licensee Responsible for Costs. Licensee shall be responsible for all reasonable, actual and documented costs incurred by the City that are directly associated with Licensee's installation, maintenance, repair, operation, use, and replacement of its Private Facilities within the Rights-of-Way that are not otherwise accounted for as part of the permit fees established pursuant to the City Code. Cost billed to Licensee may include a reasonable charge for City staff time. Costs due to the City shall be due immediately upon the City providing Licensee an invoice for payment and any costs due to the City that are more than thirty days (30) past due shall bear interest at a rate of one and one-half percent (1.5%) per month until paid in full. Any costs, license fees, or other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. Licensee acknowledges that any costs, license fees, or other compensation required herein shall in no way be deemed a tax of any kind.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Permit shall remain in effect until canceled by the City or be otherwise effective for a shorter term as set forth in Exhibit C, attached hereto and incorporated by reference ("Term"), subject to earlier termination or forfeiture as provided in this Permit. This Permit shall remain in effect during the Term unless terminated by either Licensee or City, upon six (6) months written courtesy notice to the other.

SECTION 4. THE PRIVATE FACILITIES

4.1 Permits Required. This Permit does not grant Licensee or any of its officers, agents or employees the right to cut, break, excavate or damage the street or sidewalk pavement within the Rights-of-Way depicted on Exhibit B without City consent. Prior to exercising its right granted hereunder, Licensee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the Rights-of-Way. Additionally, the Licensee shall present its construction plans or diagrams locating the proposed Private Facilities to the City Public Works Department and City Water and Light Department and any existing utility company using facilities located within Rights-of-Way depicted on Exhibit B. Licensee shall excavate in or install Private Facilities in the Rights-of-Way in locations and in a manner only as authorized by a specific permit granted by the City.

4.2 Responsibility for Private Facilities. Licensee will be responsible for all costs of any future repairs, maintenance or replacements to the Private Facilities. Licensee shall keep the Private Facilities in good working order and condition and shall not permit the Private Facilities to deteriorate to a state of disrepair or to become a nuisance to the public health, safety, and general welfare.

4.3 Abandonment of Private Facilities. If the Private Facilities are ever abandoned or removed by Licensee, all rights herein granted shall cease and terminate and Licensee shall have no further right of interest therein except that, upon abandonment, Licensee remains responsible for all of Licensee's Private Facilities left in place and any costs to remove the Private Facilities, store the Private Facilities, or to otherwise restore and/or clean up affected Rights-of-Way. If the Private Facilities are abandoned and removed by the City, Licensee must take possession of the Private Facilities within ninety (90) days of removal, otherwise the City may take possession and dispose of the Private Facilities in its sole discretion.

4.4 Relocation or Removal of Facilities. The City may, in its exercise of the public interest, require that Licensee, at Licensee's sole cost and expense, relocate or reinstall any of Licensee's Privates Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of facilities to be relocated and a reasonable time to relocate such facilities. Licensee shall forthwith remove or relocate such facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If the Licensee fails to relocate the Private Facilities within the time set forth in the City's notice, the City may relocate or remove the Private Facilities and bill the Licensee for any such costs incurred by the City in relocating or removing the Private Facilities. If the Private Facilities are damaged in anyway by the construction, repair, maintenance, modification, or relocation of street, sidewalk, utility or other public facilities in the Right-of-Way, Licensee will repair or replace the Private Facilities at its own cost and hold the City harmless for any of the costs associated with the repair or replacement or any other costs associated with any damages to the Private Facilities.

4.5 Protection of Public Facilities/Improvements and Restoration to the Land. Licensee shall responsible for all damages to the Rights-of-Way and any public facilities caused directly or indirectly by Licensee's construction, operation, and maintenance of the Private Facilities in, through and along the City's Right-of-Way. If the Licensee fails to repair or restore the Rights-of-Way or public facilities promptly after causing such damage, the City may repair or restore the Rights-of-Way or public facilities and bill the Licensee for any such costs incurred by the City in so repairing or restoring. Licensee shall perform all restoration and repairs in manner consistent with standards and specification provided by the City and shall guarantee for a period of four (4) years the

restoration of the Rights-of-Way against sagging, buckling, deterioration, and other premature failures of the restoration in any area where Licensee restored the Rights-of-Way. Licensee shall take measures to prevent damage to any facilities or improvements on adjacent land to the Rights-of-Way. If any damage is caused by Licensee, its employees, contractors or agents, Licensee shall ensure the damage to such land or property is repaired, the land is restored and any damaged property is repaired or replaced, to the satisfaction of the property's owner. In addition, the Licensee shall restore damaged areas and the Rights-of-Way to the satisfaction of City, including but limited to the following: bringing the ground to its original contour and removing all ruts; reseeding or re-sodding or re-pouring any surface disturbed; replace any trees or landscaping; and replacing any improvements of City or others. Unless otherwise directed by the Director of Public Works, all repairs and restoration shall be completed in accordance with the City of Columbia Street, Storm Sewer, and Sanitary Specifications and Standards, as may be amended, or other successor documents, on file with the Director of Public Works.

4.6 Damage to Private Facilities. Licensee agrees by exercising its rights under this Permit that if the Private Facilities are damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of any public facilities or utilities located in the right of way, Licensee will be solely responsible for the repair or replacement of the Private Facilities at the sole cost of Licensee and will hold the City harmless for any costs associated with the repair or replacement or any other costs associated with the damage to the Private Facilities.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Permit. Licensee shall not sell, transfer, lease, or assign this Permit or its rights under this Permit, in whole or in part, without obtaining the City's prior consent. Notwithstanding the foregoing sentence, Licensee may transfer or assign this Permit or its rights under this Permit, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.

5.2 Licensee as Abutting Land Owner. If Licensee is the fee owner of land ("Abutting Land") directly abutting the Rights-of-Way described in Exhibit B, this Permit may be transferred to heirs, assigns, and successors in interest of Licensee to the Abutting Land with the written consent of the Director of Public Works, notwithstanding Subsection 5.1 above.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Permit, including the provisions of the Code, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Permit, including the provisions of the City's Code of Ordinances, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void. If the City believes that the failure of the Licensee will be cured by the licensee, the City may give a written notice that shall set forth in detail the neglect or failure complained of by the City and the time frame in which the City expects the failure to be cured. If the default is cured to the satisfaction of the City and the Licensee is otherwise in compliance with the Permit the forfeiture of the Permit will be avoided and the City may reinstate the license. Notwithstanding any provision herein, if the City Manager determines, in the Manager's sole

discretion, that the public's health, safety or welfare could be at risk, by Licensee use of the License or any action contravening such License, the Manager may immediately terminate the Permit and have the Licensee notified of such action. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which a party may be entitled at law, in equity or under this Permit.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Permit, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Enforcement; Attorneys' Fees. The City shall be entitled to enforce the terms and conditions of this Permit through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Licensee is determined judicially to have violated the terms of this Permit.

7.3 Relationship of the Parties. Under no circumstances shall this Permit be construed as one of agency, partnership, joint venture, or employment between the parties.

7.4 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Permit, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Permit in reliance upon its independent and personal investigation and understanding of the power of authority of the City to grant this Permit; provided further that the Licensee acknowledges by its acceptance of this Permit that it has not been induced to accept this Permit upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Permit not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Permit that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Permit. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION AND INSURANCE.

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City granted this Permit to Licensee, the rights granted to Licensee, or the activities performed, or failed to be

performed, by Licensee under this Permit, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Permit.

8.2 Licensee, at its sole cost and expense, hereby agrees to purchase insurance in such amounts as reasonably required by the City to protect the public for use of the Rights of Way by Licensee and to name the City as an additional insured. Licensee shall provide City with a certificate of insurance evidencing compliance with the insurance requirements on or before January 1 of each calendar year. Such insurance requirements shall be set forth in Exhibit D, attached hereto and incorporated herein by reference. The City may alter the minimum insurance requirements set forth in Exhibit C by giving written notice to Licensee at least 90 days in advance of such change.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under of with respect to this Permit (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

ESS Properties, LLC
2301 I-70 Drive NW
Columbia, MO 65202

If Notice to City:

City of Columbia
Attn: Director of Public Works
701 E. Broadway
Columbia, MO 65205

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1. Once notice is given for gate removal Licensee is responsible to construct sidewalk on both sides of Hackberry Road to the property line as shown on Exhibit B.

SECTION 10. MISCELLANEOUS

10.1 This Permit and all Exhibits constitute the entire understanding of the parties as to the subject matter of this Permit, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole of this License, or construing this document to be anything but a License shall cause this document to be void. The invalidity of any part of any provision of this Permit shall not affect the validity of any other provision.

10.3 No term or condition of this Permit will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Permit.

10.5 This Permit is for the benefit of the parties and not for any other person or entity. This Permit creates no third-party beneficiary rights.

10.6 The parties acknowledge they each have full authority to sign this Permit and commit to the terms and conditions thereof.

IN WITNESS WHEREOF, the parties execute the Permit herein as of the date signed below.

CITY OF COLUMBIA, MISSOURI

Mike Matthes, City Manager

Dated:

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

LICENSEE

ESS PROPERTIES, LLC
(Name of Licensee)

By:
Printed Name: PETE GRATHWOHL
Title: VICE-PRESIDENT
Date: 4/27/17

ATTEST:
Angela C Regan
Secretary or Witness

(CORPORATE SEAL, if any)

Exhibit A: Description of private facilities, accompanied by depiction

ESS Properties, LLC intends to use the space outlined on the attached depiction for the installation and operation of a cantilever gate.

As the attachment shows, the gate and all its appurtenances will be installed at Station 2+63 in the Right-Of-Way along Hackberry Road.

CANTILEVER
WIND GATES

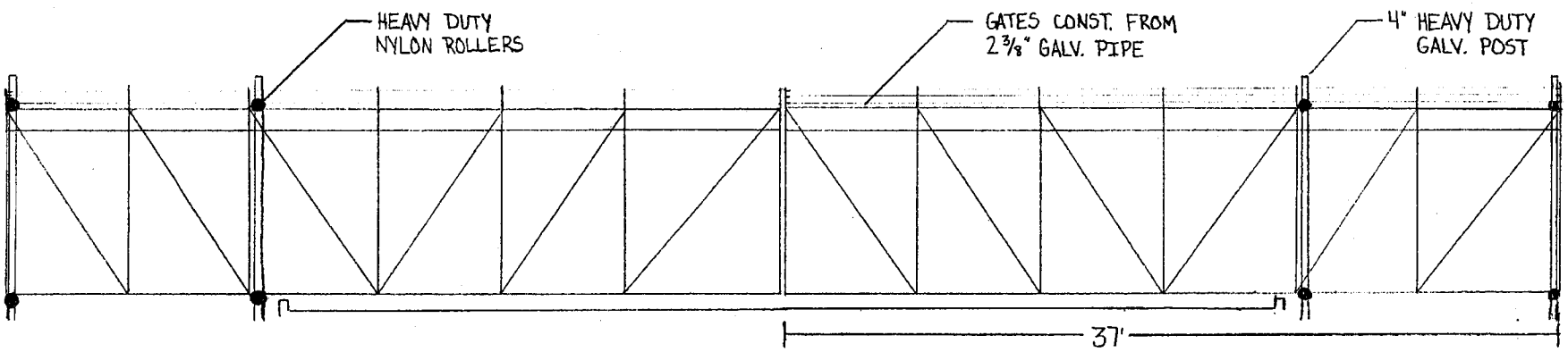
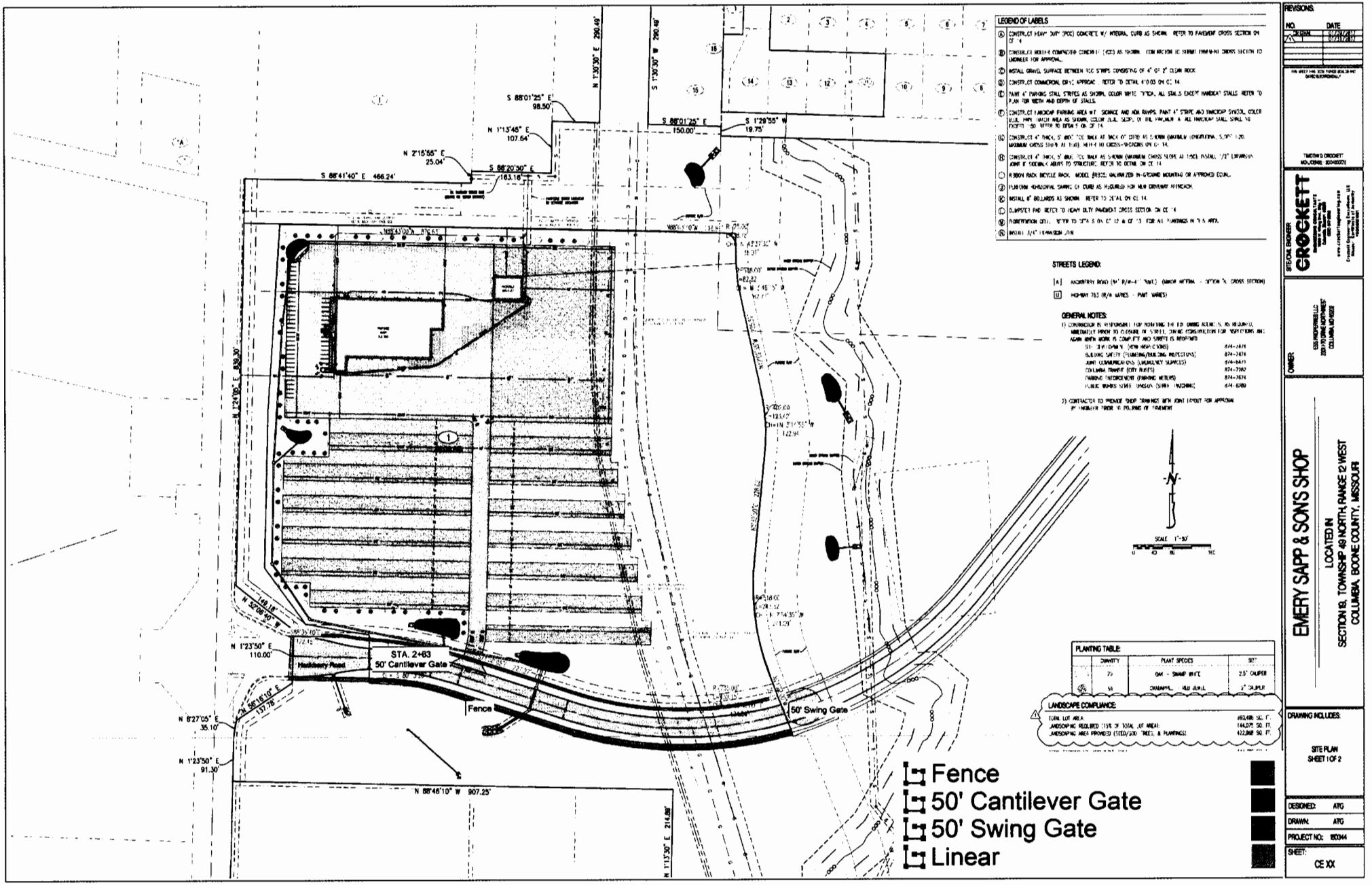


Exhibit B: Description of rights of way, accompanied by depiction

ESS Properties, LLC intends to use the space outlined on the attached depiction located at Station 2+63 in the Right-Of-Way of Hackberry Road.

We will be using an area approximately five feet wide across the entire Right-Of-Way for the installation of the gate and all its appurtenances. The fence will be 6' in height.



LEGEND OF LABELS

- (A) CONSTRUCT HEAVY DUTY (PCC) CONCRETE W/ INTEGRAL CURB AS SHOWN. REFER TO PAVEMENT CROSS SECTION ON CE 14
- (B) CONSTRUCT HOT-MIX COMPACTED CONCRETE (CC) AS SHOWN. CONTRACTOR TO SUBMIT PAVEMENT CROSS SECTION TO ENGINEER FOR APPROVAL.
- (C) INSTALL GRAVEL SURFACE BETWEEN PCC STRIPS CONSISTING OF 4" OF 2" CLEAN ROCK
- (D) CONSTRUCT COMMERCIAL DRIVE APPROAC REFER TO DETAIL 4100.03 ON CE 14
- (E) PAINT 4" PARKING STALL STRIPES AS SHOWN, COLOR WHITE TYPICAL. ALL STALLS EXCEPT HANDICAP STALLS REFER TO PLAN FOR WIDTH AND DEPTH OF STALLS.
- (F) CONSTRUCT HANDICAP PARKING AREA W/ SIGNAGE AND ADA RAMPS. PAINT 4" STRIPE AND HANDICAP SYMBOL, COLOR BLUE. PAINT HATCH AREA AS SHOWN, COLOR BLUE. SLOPE OF BIL PAVILION A ALL HANDICAP STALL SHALL NOT EXCEED 1:50. REFER TO DETAIL 5 ON CE 14
- (G) CONSTRUCT 4" THICK, 5' WIDE PCC WALK AT BACK OF CURB AS SHOWN (MAXIMUM LONGITUDINAL SLOPE 1:20, MAXIMUM CROSS SLOPE AT 1:48). MEET ADA CROSS-SLOPES ON CE 14.
- (H) CONSTRUCT 4" THICK, 5' WIDE PCC WALK AS SHOWN (MAXIMUM CROSS SLOPE AT 1:50). INSTALL 1/2" EXPANSION JOINT IF SIDEWALK ABUTS TO STRUCTURE. REFER TO DETAIL ON CE 14.
- (I) RIBBON RACK BICYCLE RACK. MODEL #8822, GALVANIZED IN-GROUND MOUNTING OR APPROVED EQUAL.
- (J) PUDDOM HORIZONTAL SAWING OF CURB AS REQUIRED FOR MUR DRIVEWAY APPROACH.
- (K) INSTALL 6" BOLLARDS AS SHOWN. REFER TO DETAIL ON CE 14.
- (L) DUMPSTER PAD REFER TO HEAVY DUTY PAVEMENT CROSS SECTION ON CE 14
- (M) FLORESTATION CITY. REFER TO SITE'S ON CE 12 & CE 13. FOR ALL PLANTINGS IN R.O.W. AREA.
- (N) INSTALL 3/4" EXPANSION JOIN

STREETS LEGEND:

[A] HACKBERRY ROAD (64' R/W-44' PAVE) (MINOR ARTERIAL - OPTION "A" CROSS SECTION)

[U] HIGHWAY 763 (R/W VARIES - PAVE VARIES)

GENERAL NOTES:

1) CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE FOLLOWING AGENCIES 72 HOURS (3 WORKING DAYS) MINIMUM PRIOR TO CLOSURE OR STREET, DRIVE CONSTRUCTION FOR VERIFICATION AND AGAIN WHEN WORK IS COMPLETE AND STREET IS RESTORED

STREET DEPARTMENT (SIGNS AND CLOSURES)	874-7474
BUILDING SAFETY (PLUMBING/BUILDING INSPECTIONS)	874-7474
JOINT COMMUNICATIONS (EMERGENCY SERVICES)	874-8473
COLUMBIA TRANSIT (CITY BUSES)	874-7362
PARKING ENFORCEMENT (PARKING METERS)	874-7674
PUBLIC WORKS STREET DIVISION (SIGNS - PAVEMENT)	874-6260

2) CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH JOINT LAYOUT FOR APPROVAL BY ENGINEER PRIOR TO POURING OF PAVEMENT

PLANTING TABLE:

	QUANTITY	PLANT SPECIES	SIZE
	23	OAK - SWAMP WHITE	2.5" CALIPER
	59	CRAMPEL - RED JEWEL	2" CALIPER

LANDSCAPE COMPLIANCE:

TOTAL LOT AREA:	693,486 SQ. FT.
LANDSCAPING REQUIRED (15% OF TOTAL LOT AREA):	144,075 SQ. FT.
LANDSCAPING AREA PROVIDED (SEED/SOD, TREES, & PLANTINGS):	422,868 SQ. FT.

REVISIONS:

NO.	DESCRIPTION	DATE
1		01/27/2021
2		01/27/2021

"MOTHING CROCKETT" MO LICENSE: 2004000721

CIVIL ENGINEER: CROCKETT

OWNER: ESS PROPERTIES LLC 2201 P 50 DRIVE NORTHWEST COLUMBIA, MO 65202

EMERY SAPP & SON'S SHOP

LOCATED IN SECTION 18, TOWNSHIP 49 NORTH, RANGE 12 WEST COLUMBIA, BOONE COUNTY, MISSOURI

DRAWING INCLUDES:

SITE PLAN SHEET 1 OF 2

DESIGNED:	ATG
DRAWN:	ATG
PROJECT NO:	180344
SHEET:	CE XX

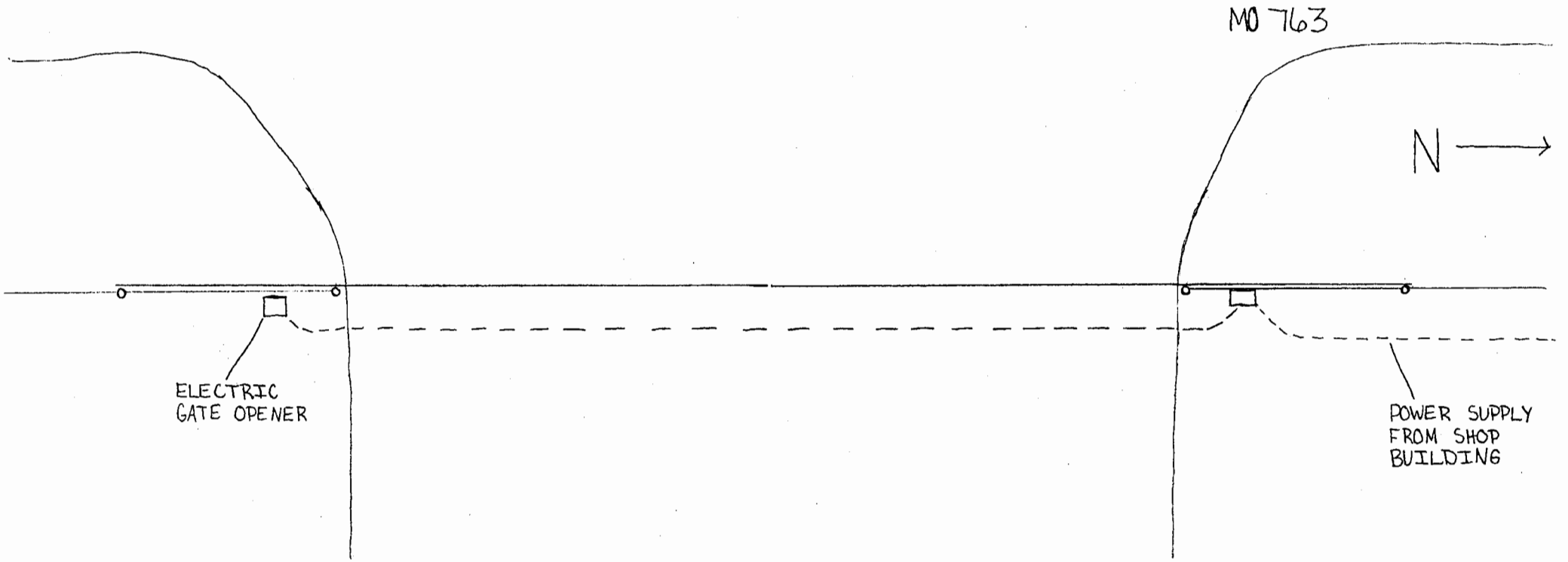

MO 763
N
ELECTRIC
GATE OPENER
POWER SUPPLY
FROM SHOP
BUILDING

Exhibit C: Term, Compensation, and Additional Terms and Conditions

Compensation will be defined as $50 in order to complete work within the City of Columbia rights of way.

Term: Perpetual, Subject Termination or Forfeiture

EXHIBIT D

Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

4/1/2018 | DATE (MM/DD/YYYY) 5/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Old Republic General Ins Corporation	24139
INSURED 1327109	ESS PROPERTIES LLC 2301 I-70 DRIVE NW COLUMBIA MO 65202	INSURER B : Houston Casualty Company	42374
		INSURER C : Travelers Property Casualty Co of America	25674
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14627711 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	A7CG97541707	4/1/2017	4/1/2018	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X $50,000 PD & BI DED.						MED EXP (Any one person)	$ 5,000
	X PRODUCTS-COMP/OP						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y	N	A 7CA97541707	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	X MCS90							$ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR	Y	N	H16XC5043402.	4/1/2017	4/1/2018	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED [ ] RETENTION $.							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	A7CW97541707	4/1/2017	4/1/2018	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	CONTRACTORS EQUIPMENT LEASED/RENTED	N	N	QT6304299B952TIL17	4/1/2017	4/1/2018	BLANKET-$44,619,877; $1,000,000 PER ITEM $10,000 DED.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF COLUMBIA IS NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14627711
CITY OF COLUMBIA
701 E. BROADWAY
COLUMBIA MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joyce M Agnello

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