RIGHT OF USE PERMIT FOR TRANSIT SYSTEM PURPOSES

THIS RIGHT OF USE PERMIT FOR TRANSIT SYSTEM PURPOSES, made on the _____ day of _____, 2017, by and between The Curators of the University of Missouri, a public corporation of the State of Missouri (hereinafter referred to as "University")*, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, (hereinafter referred to as "City")**, City mailing address is Post Office Box 6015, Columbia, MO 65205.

* grantor ** grantee

WITNESSETH:

That University, in consideration of the sum of Ten Dollars ($10.00), and other valuable considerations, to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, the right to construct, operate and maintain a bus shelter, including related facilities to include trash and signage, and the right for members of the public to wait, board and de-board buses at the shelter in and over that portion of the Property, over the following described real estate, situated in the County of Boone, State of Missouri, and described as follows:

LEGAL DESCRIPTION

A four (4) sided parcel of land along the south line of a tract of land described in a warranty deed in Book 3955 at Page 115, said tract also being Tract 1 of Tract Spilt Survey as recorded in Warranty Book 3903 at Page 77, both of the Boone County Records; situate in the northeast quarter (1/4) Section 36, Township 48 North, Range 13 West, in Boone County, Missouri; said parcel being described as follows:
COMMENCING at the southeast corner of said tract; thence along the south line of said tract, also being the north right-of-way line of Southampton Drive, S.89°53'35"W., 207.57 feet; thence along a curve to the left having a radius of 663.11 feet a distance of 323.53 feet (the chord of said curve having bearing and distance of S.75°54'55"W., 320.33 feet) to the POINT OF BEGINNING ; thence continuing along said curve a distance of 26.00 feet (the chord of said curve having bearing and distance of S.60°48'55"W, 26.00 feet); thence leaving said line N.28°55'10"W., 12.29 feet; thence N.61°36'05"E., 26.00 feet; thence S.28°55'10"E., 11.93 feet to the POINT OF BEGINNING and containing 313 square feet all within a fifteen (15) foot utility easement as described in warranty book 778 at page 585 (the "Utility Easement").

(As shown on attached "Exhibit A")

Subject to any restrictive covenants, easements and encumbrances, whether or not of record, including but not limited to the Utility Easement, the City, shall have the right to erect and maintain a bus shelter, this grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate for the purposes of exercising any of the rights herein granted. City agrees that this right of use permit and the exercise of the rights granted under this instrument shall not interfere with the construction, placement, operation or maintenance of the facilities under the Utility Easement.

Now, therefore, City and University agree as follows:

The University agrees that the equipment installed on the above described premises at the City's expense shall remain the property of the City, removable at the option of the City.

City shall be solely responsible for construction and maintenance of the improvements upon the above-described land utilizing the highest quality materials and craftsmanship. City will be responsible for the condition of the bus shelter, and the costs of any damage, future repairs or replacements which results from City's installation of equipment or any other usage under this agreement. City also agrees to pay for any damage done to the property of University that results from City's future operations and activities on the above described property. University shall not be responsible for any of the cost of any work done or facilities constructed or maintained or other activities of City permitted by this agreement.

If said bus shelter is abandoned, all rights herein granted shall cease and terminate without any further action required of University or City, and City or its successor or permitted assigns will have no further right or interest therein or thereto. Unless earlier abandoned, this permit shall remain in effect until canceled by the University, which shall be obligated to notify the City one (1) year in advance of the cancellation. Upon any termination of this Agreement, City will promptly prepare and record an instrument reflecting the termination of this Agreement and the rights granted hereunder. At the option of the University, upon any termination of this Agreement, City shall remove the improvements and restore the property which is the subject of this right to use permit to the condition it was in prior to the date hereof.

City agrees that it will be responsible for settling or defending all claims for injuries which occur on the property which is the subject of this right to use permit. City agrees that it will maintain a policy of commercial general liability insurance or program of self-insurance in the amount of not less than $1,000,000 combined single limit, for the duration of this right of use permit. If City fails to maintain the insurance coverage specified herein with regard to the property which is the subject of this right of use permit, then its rights under this right of use permit shall cease and it will no longer have any rights to use the property which is the subject of this right of use permit.

This agreement is for the sole benefit of the City and the University. Nothing in this Agreement is intended to confer any rights or remedies to any third party. This Agreement may not be assigned by the City without the written consent of the University.

By accepting this agreement and exercising the rights herein granted, City acknowledges and agrees to the terms and conditions herein provided.

University covenants that it is the owner of the above described land, subject to liens and encumbrances of the record at the date of this easement, and that it has the right and authority to make and executed this easement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

[Signature Pages Follow]

The Curators of the University of Missouri

By: _____

Name and title Edward J. Knollmeyer
Assistant Vice President - Management Services

Approved as to legal form
4/13/2017

ATTEST: _____

Name and title Secretary of the Board of Curators
CINDY S. HARMON

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this 1st day of May in the year 2017, before me, a Notary Public in and for said state, personally appeared, Edward J. Knollmeyer, who being by me duly sworn, acknowledged that they are the Asst. Vice President - Management Serv. of The Curators of the University of Missouri, a public corporation, and that said instrument was signed in behalf of said public corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____
Notary Public

PAULA J. SCHLAGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: January 22, 2018
Commission Number: 14399235

00086624-4

City of Columbia

By: _____
Name and title

Approved as to legal form

_____

ATTEST: _____
Name and title

STATE OF MISSOURI)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 2017, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of City of Columbia, Missouri, a municipal corporation and that said instrument was signed in behalf of said municipal corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____
Notary Public

Acknowledged and agreed:

State Farm Mutual Automobile Insurance Company

By: Director Corporate Real Estate
Name and title: Ray Johnson

STATE OF Illinois)
)ss.
COUNTY OF Mclean)

On this 24th day of April in the year 2017, before me, a Notary Public in and for said state, personally appeared, Ray Johnson, who being by me duly sworn, acknowledged that they are the Director-Corporate Real Estate of State Farm Mutual Automobile Insurance Company and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Kathleen S. Thompson
Notary Public

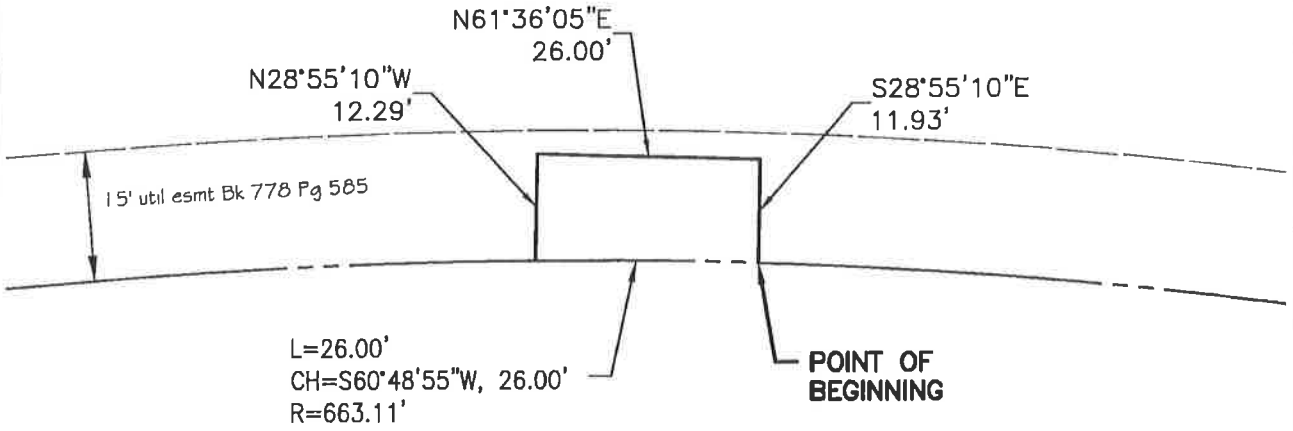
OFFICIAL SEAL
KATHLEEN S THOMPSON
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires Mar. 07, 2020

00086624-4

EXHIBIT "A"

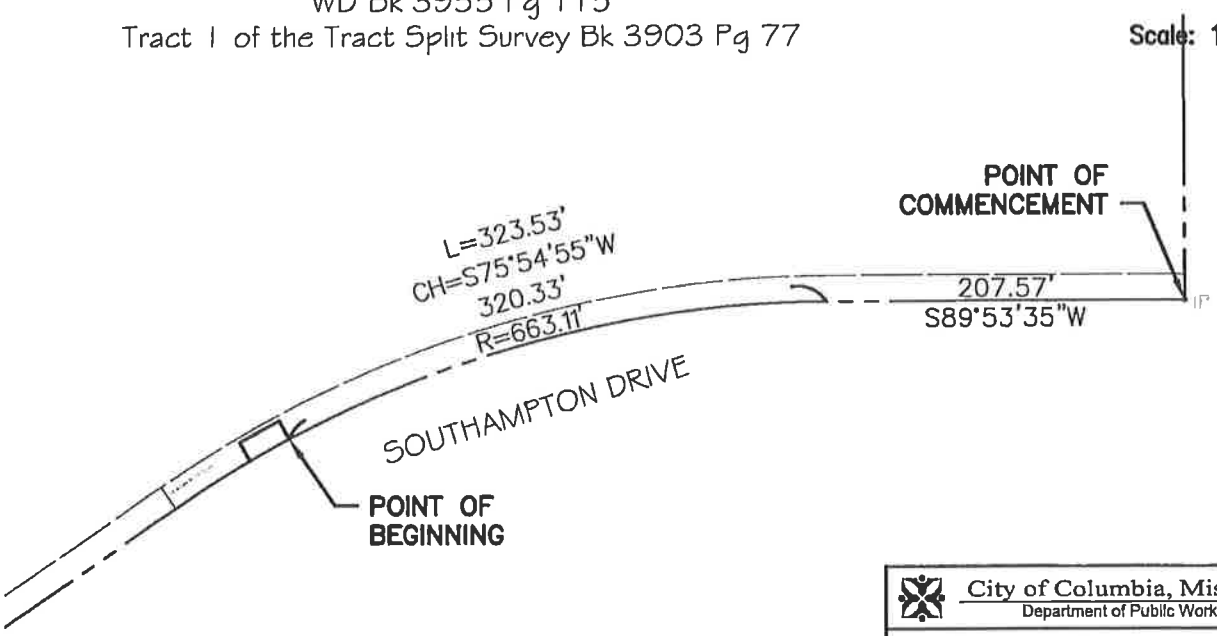
The Curators of the University of Missouri
WD Bk 3955 Pg 115
Tract 1 of the Tract Split Survey Bk 3903 Pg 77

Scale: 1"=20'



The Curators of the University of Missouri
WD Bk 3955 Pg 115
Tract 1 of the Tract Split Survey Bk 3903 Pg 77

Scale: 1"=100'



City of Columbia, Missouri
Department of Public Works

SOUTHAMPTON DRIVE
BUS SHELTER PAD

Scale: As Shown	Dwn: B.F.R.	Date: 1/6/17

o:\caddproj\sidewalk\bus shelters 18-01-15\design\southampton\southampton.dwg