

## LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City or Grantor", granting **E. RITTER COMMUNICATIONS HOLDINGS, LLC** hereinafter known as "Licensee or Grantee", permission to use and place certain improvements on City property which is located at 202 N. Kingshighway, in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensee a license to use and place certain improvements to-wit:

Placement of approximately Two Hundred Feet (200') of fiber optic cable and facilities on City of Cape Girardeau property in the grassy area along the East side of the concrete drainage ditch located just East of Kingshighway and North of Themis Street.

2. Licensee, and their successors, heirs and assigns all agree as follows:
  - A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
  - B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
  - C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
  - D. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
  - E. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended ("RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended ("CERCLA") and toxic substances as defined in the Toxic Substances Control Act as amended ("TSCA"). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
  - F. Nothing in this agreement or actions of the City in granting permission to place said improvements or conduct of such activities on the described property shall be construed to give the Licensee, any irrevocable rights to keep said improvements or activities on such property. The City Council reserves the right for the City Manager to terminate this agreement and to order the removal of said improvements and/or the cessation of said activities in the future at the cost of Licensees, their successors and assigns, for any reason. In such event, Licensees, or their successors and assigns, agree to remove said

improvements and to cease such activities within thirty (30) days of notice. Should Licensees, or their successors, heirs or assigns fail to comply with any of the terms of this agreement, the City of Cape Girardeau reserves the right to make any repairs or alterations deemed necessary by the City of Cape Girardeau by giving Licensees, or their successors, heirs or assigns, thirty (30) days notice and such persons, successors, heirs or assigns hereby agree that they will pay for any costs incurred by the City for such repairs or alterations. If the Licensee fails to pay for any costs incurred by the City for such repairs or alterations, in addition to any other remedies the City may have, the City may also issue tax bills which shall become a lien against the land owned by the Licensee.

3. This license and the covenants herein contained shall run with the land and inure to and be binding upon the successors, heirs and assigns of the respective parties.

(Signature Page to Follow)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Manager Dr. Kenneth Haskin, MPA, IMCA-CM

ATTEST:

Bruce Taylor, Deputy City Clerk

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ and to me personally known, who, being by me duly sworn, did say that He/She is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that the said instrument was signed and sealed on behalf of said City by authority of its City Council and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Notary Public

My Commission Expires:

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 30<sup>th</sup> day of March, 2023.

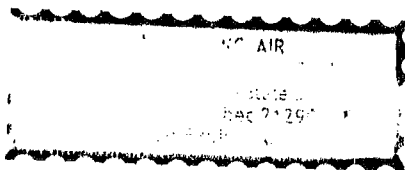
On this 30<sup>th</sup> day of March, 2023, Brad Wyatt, executed the within instrument On behalf of said limited liability company, and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

Brad Wyatt  
Signature

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this 30<sup>th</sup> day of March, 2023, before me appeared Brad Wyatt, to me personally known, who, being by me duly sworn, did say that He/She is an authorized representative, and that the said instrument was signed and acknowledged said instrument to be the free act and deed of the City of Cape Girardeau.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.



Rick H. Sinclair  
Notary Public Signature

My Commission Expires:

8-31-2025

