

LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, granting _____ permission to place certain improvements on City easements which are in _____ in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri.

1. The City of Cape Girardeau, Missouri, hereby grants to _____ a license to place certain improvements to wit:

2. Licensees, 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 _____, which may occur directly or indirectly from the placing of said improvements on City right-of-way.

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.

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 on City right-of-way.

D. That they will keep said improvements which are placed on the City right-of-way 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. Nothing in this agreement or actions of the City in granting permission to place said improvements on the described right-of-way shall be construed to give them any irrevocable rights to keep said improvements on such right-of-way. The City Council reserves the right to order the removal and cause said improvements to be removed in the future at the cost of them, or their successors and assigns, should the City Council determine this to be in the best interest of the City. In such event, they or their successors and assigns, agree to remove said improvements within thirty (30) days of notice. Should they 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 them, 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 and upon their failure to pay such costs the City may issue tax bills which shall become a lien against the land now owned by them.

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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this ___ day of _____.

Property Owner

Property Owner

Scott Meyer, City Manager

ATTEST:

Gayle L. Conrad, City Clerk

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

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

My Commission Expires:

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

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Notary Public

My Commission Expires: