

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this 13th day of August, 2024, by and between **MCQUADE ENTERPRISES, LLC**, a Missouri limited liability company, hereinafter referred to as **Licensor**, and **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as **Licensee**,
WITNESSETH:

WHEREAS, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. Licensor hereby grants Licensee a license to maintain and repair a mural located on the exterior of the north wall of the real property situated in the County of Cape Girardeau, State of Missouri, and described as follows, to-wit:

Part of Lot Four (4) in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed in Plat Book 1 at Page 21, being on the Northwest corner of said Lot, fronting 53 feet on High Street by 123 ½ feet on Main Street, and in the form of a parallelogram; as conveyed and being the same property in a Deed from J. L. Hinkle and J. W. Williams to the Hinkle-Williams Mercantile Company, recorded April 3, 1899, in Book 34 at Page 291. Subject to building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

2. The Licensee, its agents, or employees may work on the north wall of the above-described property solely for purposes of maintaining and repairing the mural situated on said property during the period beginning January 1, 2025, and continuing until December 31, 2025.

3. Licensor, its agents and employees, shall not alter, cover, or obscure the mural on said property during the duration of this Agreement except in times where it is required for repairs or improvements to the building.

4. Any changes or additions, not including maintenance or repairs, to the mural by Licensee, its agents, or employees shall be completed only with the written approval of the Licensor, which shall not be unreasonably withheld by Licensor.

5. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LICENSOR:

MCQUADE ENTERPRISES, LLC

By: _____

Member

By: _____

Member

LICENSEE:

CITY OF JACKSON, MISSOURI

By: _____

Mayor

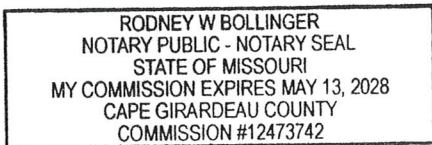
ATTEST:

City Clerk

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

On this 13th day of August, 2024, before me personally appeared Micky McQuade and Courtney McQuade, to me known to be the persons who executed the within document as members of McQuade Enterprises, LLC, a Missouri limited liability company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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.



Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: May 13, 2028

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

On this ____ day of _____, 2024, before me personally appeared Dwain Hahs, to me known, who, being by me first duly sworn, did say that he is the Mayor of the City of Jackson, Missouri, a municipal corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen and said Dwain Hahs 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 said county and state the day and year first above written.

_____, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: _____