

REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY is granted this ____ day of _____, 2025, (the "Effective Date") by the City of Moberly, Missouri, a Missouri Statutory Third Class City, ("City"), whose address is 101 West Reed Street, Moberly, Missouri 65270, to Norfolk Southern Railway Company, ("Licensee"), whose address is 1200 Peachtree Street, NE 12th Floor, Atlanta, Georgia 30309-3579.

WHEREAS, City owns right-of-way located near the intersection of Moulton Street and Coates Street in Moberly, Missouri and more particularly described and depicted on the attached Exhibit 1. This right-of-way is collectively referred to herein as the "Premises"; and

WHEREAS, Licensee desires to use the Premises for the installation, construction and maintenance of a Signal Arm as part of the Coates Street Railroad Crossing of Licensee's railway line; and

WHEREAS, pursuant to the Moberly City Code and the laws of the State of Missouri, the City is vested with power and authority over the use of municipally owned streets, sidewalks, rights-of-way and other public places; and

WHEREAS, the City is willing to grant a revocable license to Licensee to allow Licensee to install, use and maintain the Improvement as depicted in Exhibit 1 with certain conditions and stipulations; and

WHEREAS, the intent of this License is to authorize on a revocable basis the installation, use and maintenance of the Signal Arm within the Licensed Premises without cost or liability to the City.

LICENSE

1. **Grant of Revocable License.**

The City hereby grants to Licensee a non-exclusive revocable authorization (the "License") to install, use and maintain the Signal Arm on the Licensed Premises provided, however, that as conditions to the License, the Licensee shall install, use and maintain the Signal Arm only within the boundaries of the area depicted on Exhibit 1. This license gives Licensee permission to use the Premises for the specific purpose of installing the Signal Arm. It does not transfer any interest in real property to the Premises. It is a personal license and not transferable to any other person or entity.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the City to any person. The City may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the City.

2. **Design, Installation, Operation, Maintenance and Additional Improvement.**

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Signal Arm. Upon revocation of the License as provided herein and upon City's demand, Licensee shall pay all costs and perform all removal of the Signal Arm from the Licensed Premises and, as applicable, shall pay all costs of and be responsible for returning the Premises to substantially the same condition as it existed on the Effective Date.

b. The License shall not be construed to abridge, limit or restrict the City in exercising its right to make full use of the Licensed Premises encroached upon as a public right-of-way nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Licensed Premises.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private improvements located within the Licensed Premises due to activities authorized by this License.

d. Licensee shall maintain the Improvement in a good and attractive condition during the term of this License.

e. City reserves unto itself and its permittees, the permanent right to construct, maintain or replace under the Premises, any pipe, electrical, telecommunications, utilities or any other facilities of like character now installed or hereinafter to be installed. City further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purpose of maintaining the public road or in the vicinity of the Premises.

3. Repair of Damages.

Licensee shall promptly repair all damage to the Licensed Premises caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the City may cause repairs to be made at Licensee's expense unless the Licensee makes such repairs upon the City's request.

4. Term.

This License shall commence upon the Effective Date and shall terminate on such date as the Licensee no longer uses the Premises for the purpose described herein, or upon Licensee's request so long as Licensee removes all Improvements and returns the Licensed Premises to substantially similar condition as that prior to installation of the Improvement.

5. Revocation.

a. In addition to, and including, the termination triggers mentioned in Section 4, the City may also revoke this License upon thirty (30) days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee, by failing to abide by any of the conditions upon which this Licensee was granted.

(ii) The failure by Licensee to maintain the Improvement in a good and attractive condition, after Licensee has failed to cure such breach for a period of thirty (30) days from receipt of written notice of such breach by Licensee from City.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Improvement and restore the Licensed Premises to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Improvement by the 30th day after the City delivers notice of revocation, the City may remove or cause the Improvement to be removed. The City may collect the cost of removal from the Licensee and Licensee agrees to pay such cost promptly upon written demand therefore.

6. Notice.

Every Notice required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered by hand, or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification.

The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, elected officials or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sub-licensees, or lessees due to Licensee's use of the Premises.

8. Miscellaneous Provisions.

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by either party.

b. Assignment. This License may not be assigned by the Licensee to any other party unless agreed to in writing by the City.

c. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party.

d. Governing Law, Venue, and Enforcement. This License shall be governed by and interpreted according to the law of the State of Missouri. Venue for any action arising under this License shall be in the Circuit Court of Randolph County, Missouri.

e. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the City by the statutes or common law of the State of Missouri for sovereign immunity.

CITY OF MOBERLY, MISSOURI

By: Michael Bugalski, City Manager

ATTEST:

Shannon Hance, MRCC, City Clerk

NORFOLK SOUTHERN RAILWAY COMPANY
A Virginia Corporation

By:

ATTEST:

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

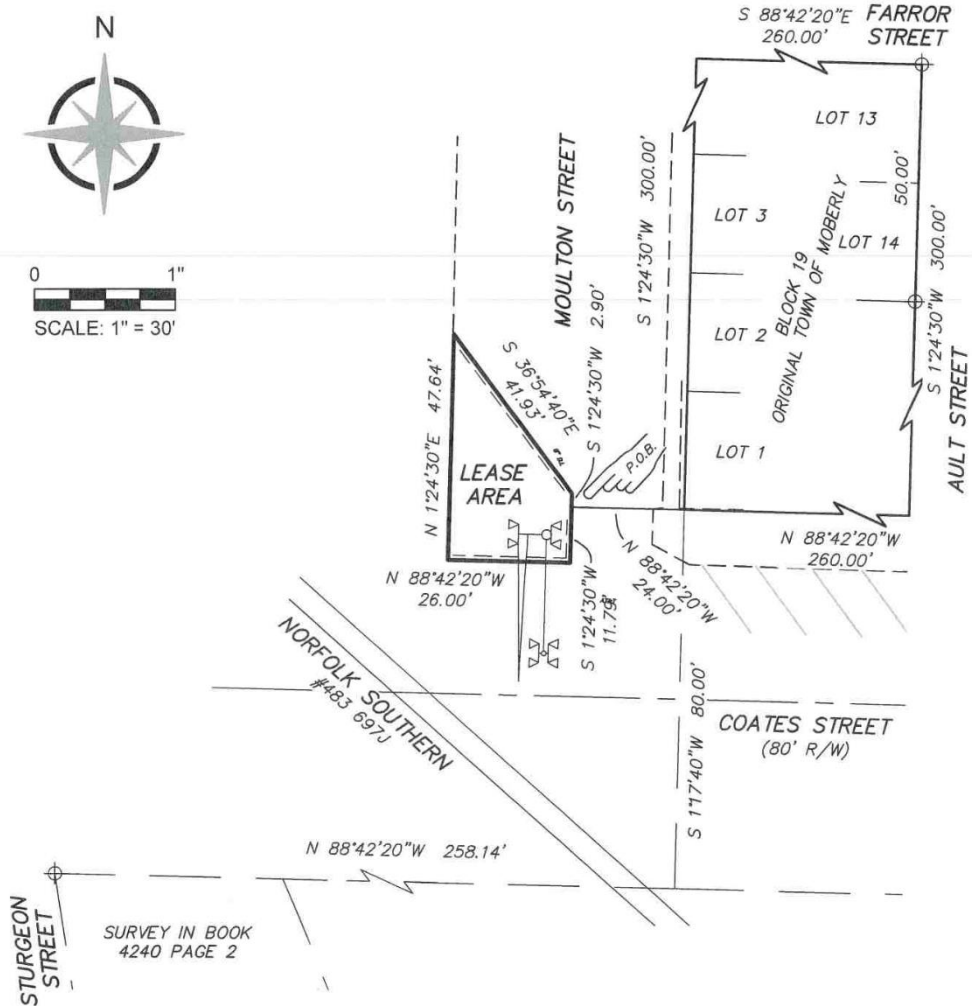
On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, to me personally known, who being by me duly sworn, did say he is the _____, of Norfolk Southern Railway Company, a Virginia Corporation, and that said instrument was signed and sealed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in _____, the day and year last above written.

Notary Public

My commission expires: _____

EXHIBIT 1



BEARINGS ARE REFERENCED TO
THE MISSOURI STATE PLANE
COORDINATE SYSTEM OF 1983.

MOULTON ST. & COATES ST.
ORIGINAL TOWN OF MOBERLY
RANDOLPH COUNTY, MISSOURI
SECTION 1 T53N R14W

EXHIBIT "A"

SHEET 2 OF 2
ES&S PROJECT NO. 16556



ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
MISSOURI L.S. CORP. #2004004672
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655
EMAIL: FCARROZ@ESS-INC.COM



MOULTON ST. & COATES ST. LEASE AREA

OWNER: CITY OF MOBERLY, MISSOURI
NORFOLK SOUTHERN #483 697J

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1 T53N R14W IN MOBERLY,
RANDOLPH COUNTY, MISSOURI, BEING PART OF MOULTON STREET AND COATES STREET RIGHT-OF-WAYS.

STARTING AT THE SOUTHWEST CORNER OF BLOCK 19 OF THE ORIGINAL TOWN OF MOBERLY, MISSOURI
AT THE NORTHEAST CORNER OF THE INTERSECTION OF MOULTON STREET AND COATES STREET; THENCE
N 88°42'20"W 24.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, S 1°24'30"W 11.79 FEET; THENCE N 88°42'20"W 26.00 FEET;
THENCE N 1°24'30"E 47.64 FEET; THENCE S 36°54'40"E 41.93 FEET; THENCE S 1°24'30"W 2.90 FEET
TO THE POINT OF BEGINNING AND CONTAINING 810 SQUARE FEET.

BEARINGS ARE REFERENCED TO
THE MISSOURI STATE PLANE
COORDINATE SYSTEM OF 1983.

MOULTON ST. & COATES ST.
ORIGINAL TOWN OF MOBERLY
RANDOLPH COUNTY, MISSOURI
SECTION 1 T53N R14W

EXHIBIT "A"

SHEET 1 OF 2
ES&S PROJECT NO. 16556



ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
MISSOURI L.S. CORP. #2004004672
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655
EMAIL: FCARROZ@ESS-INC.COM



