

RESOLUTION NO. 09-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND HITEC FARMS LLC (HITE).

WHEREAS, City wishes to enter into an Agreement with Hite to grant a license for access across a portion of Clinton Regional Airport property; and

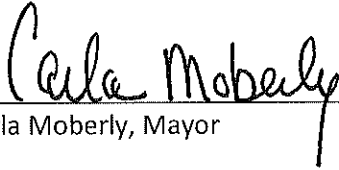
WHEREAS, Hite wishes to enter into an Agreement with City to grant a license for use of a portion of Hite property for FAA equipment; and

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with HITEC Farms is hereby approved.

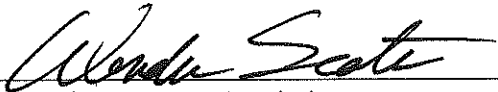
Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 7th day of July, 2026.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



RECIPROCAL LICENSE

THIS RECIPROCAL LICENSE AGREEMENT (the "Agreement") is made as of the 7th day of July, 2026, by and between **HITEC FARMS LLC**, a Missouri limited liability company ("Hite"), and **CITY OF CLINTON**, a municipal corporation ("City"). Hite and City are each a "Party" and collectively the "Parties."

RECITALS:

WHEREAS, Hite is the owner of certain real property situated in Henry County, Missouri, as shown on Exhibit "A" attached hereto and incorporated by reference herein (the "Hite Property");

WHEREAS, City is the owner of certain property situated in Henry County, Missouri that is adjacent to the Hite Property, as shown on Exhibit "B" attached hereto and incorporated by reference herein (the "City Property"); and

WHEREAS, City has agreed to allow airport equipment and certain other improvements to be located on a portion of the Hite Property (the "Facilities Area"); and

WHEREAS, Hite desires access to the City Property for the limited purpose of a cross country running course more particularly described herein; and

WHEREAS, the Parties desire to grant to each other non-exclusive licenses for both pedestrian and vehicular access and other purposes, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10:00) and the mutual benefits to be realized by the Parties hereto, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above Recitals are true and correct and are hereby incorporated herein by reference.
2. Grant of License by Hite.

Hite hereby grants to City a non-exclusive license (the "Hite License") on, over, and across that portion of the Hite Property where airport related equipment and any related improvements are located (the "Facilities Area"), as shown on Exhibit "C" attached hereto and incorporated by reference herein, for the purpose of accessing, operating, inspecting, repairing, replacing, observing, using and maintaining such equipment and improvements, together with related pedestrian and vehicular ingress and egress over and across the Hite Property as reasonably necessary to access the Facilities Area from the public rights-of-way abutting the Hite Property, by City and by its tenants and their respective employees, contractors, agents, invitees, guests, customers, and/or sublicensees/permittees (as applicable). The Hite License is a contractual permission and does not convey any estate or interest in real property. The Hite License rights are subject to the provisions contained in this Agreement.

3. Grant of License by City.

City hereby grants to Hite a non-exclusive license (the "City License") on, over, and across the City Property, as shown on Exhibit "D" attached hereto and incorporated by reference herein, for the purpose of designing, constructing, improving, using, and maintaining a cross country running course over and across the City Property, and including the use of vehicles and other farm/construction equipment reasonably necessary for such work by Hite and its tenants and their respective employees, contractors, agents, invitees, guests, customers, and sublicensees/permittees (as applicable). The City License is a contractual permission and does not convey any estate or interest in real property. The City License rights are subject to the provisions contained in this Agreement and any reasonable written rules, safety requirements, and operational directives issued by City or the airport operator.

4. Use of Licenses.

Neither Party shall obstruct, block, or unreasonably interfere with the license rights created by this Agreement. Except as expressly permitted by this Agreement, no Party shall make any material changes to the presently existing improvements within the applicable License Areas without the prior written consent of the other Party. Each Party's use of the other Party's property shall be conducted in a manner that does not create an unsafe condition or nuisance and shall comply with applicable law. In addition, Hite acknowledges that the City Property is associated with a public-use airport and that City may be subject to federal obligations and FAA oversight relating to the safe and efficient operation of aircraft and the protection of navigable airspace. Accordingly, Hite's use of the City Property under this Agreement shall be conducted in a manner that does not create an obstruction, hazard, distraction, or other condition that would interfere with airport operations or violate applicable FAA requirements (including, without limitation, applicable Airport Improvement Program grant assurances).

- a. **Airport Operations; FAA Compliance; Restrictions.** Notwithstanding anything in this Agreement to the contrary, the City License is intended as a limited, non-aeronautical permission across the City Property as described in Section 3, and is granted only to the extent such use does not interfere with or impair airport operations or the safe and efficient use of navigable airspace. Hite acknowledges that City must operate and maintain the airport in compliance with applicable Federal Aviation Administration ("FAA") requirements, including without limitation applicable Airport Improvement Program grant assurances and other federal obligations, and applicable regulations governing the safe and efficient use of navigable airspace, including 14 C.F.R. Part 77. Without limiting the foregoing, (i) City retains the right to restrict, suspend, or temporarily close access to all or any portion of the City Property used under the City License when City reasonably determines such action is necessary or advisable for airport safety, security, maintenance, emergency response, construction, or regulatory compliance; (ii) City may require Hite to relocate, reroute, modify, remove, or restore any portion of the trail/course and any related improvements placed by or for Hite on the City Property if City reasonably determines such action is necessary or advisable to maintain compliance with FAA requirements, airport planning/layout, airspace protection standards, or safe airport operations (with costs to be borne by Hite to the extent attributable to Hite's improvements or activities); and (iii) Hite shall not place, permit, or allow any structure, obstacle, lighting, fencing, signage, spectator facilities, tents, bleachers, temporary structures, drones/UAS operations, amplified sound systems, or other improvements or activities on the City Property that could create an obstruction, distraction, hazard, or operational concern for aircraft or airport users, except as approved in writing by City in advance for a limited purpose and time. For clarity, construction and maintenance vehicles and equipment used by or for Hite in the ordinary course of permitted course work are allowed; however, Hite shall not store equipment, park vehicles for extended periods, or allow public/spectator vehicle traffic on the City Property, except as expressly approved by City in writing for a limited purpose and time.
- b. **FAA Reviews; No Interference with Federal Obligations.** The Parties acknowledge that the City License is intended to be compatible with the airport's federal obligations and may, depending on the status of the City Property and the nature, location, and duration of the use, be subject to FAA review, notification, approval/consent, and/or other conditions (including environmental review). This Agreement shall be interpreted and applied so as to preserve City's compliance with all applicable FAA grant assurances and other federal obligations, and nothing herein shall be construed as (i) a sale, transfer, or disposal of airport property; (ii) a grant of any exclusive right; or (iii) an agreement to permit any use that would violate, impair, or require the release of any federal obligation. If any FAA determination,

approval, consent, or release is required for the City License or any aspect of Hite's contemplated use, then Hite's rights under the City License shall be conditioned upon obtaining such FAA action, and the City License may be suspended or terminated (as to the affected portion) if such FAA action is denied, withdrawn, or made subject to conditions that are not feasible for the Parties to implement. Hite shall reasonably cooperate with City in connection with any FAA or other governmental review, including by providing plans, descriptions, and schedules, and by executing such reasonable instruments and acknowledgements as City may request to document the limited, subordinate nature of the City License for airport compliance purposes. Hite shall comply with all airport rules, safety and security requirements, and operational directives issued by City or the airport operator. Except for (i) course equipment, fences, signs, or any other improvements on the City Property that extend above grade in a manner that could create an airspace/operational concern, or (ii) any activity that could reasonably require notice to the FAA under 14 C.F.R. Part 77 (including via FAA Form 7460-1 or any successor process), Hite's grading, mowing, and other ordinary course-construction and maintenance work on the City Property shall not require City's prior written approval. For work described in clauses (i) and (ii), Hite shall provide City reasonable advance written notice and shall not proceed unless and until City confirms in writing that the work may proceed subject to any reasonable safety/operational conditions or any other FAA requirements.

- c. **Permissive Use; No Dedication; No Prescriptive Rights.** The licenses granted under this Agreement are permissive and revocable contractual rights only. No use by either Party (or by any invitee, guest, customer, participant, or other third party) shall be deemed to constitute a dedication to the public, nor shall any such use create or support any easement by implication, necessity, prescription, or otherwise. Each Party retains title to, and exclusive control over, its respective parcel, subject only to the limited license rights expressly stated in this Agreement.

5. **Maintenance and Fencing.**

- a. **Upkeep.** Each Party agrees, at its own cost and expense, to keep and maintain the licensed areas on the other Party's Parcel in a good, safe and clean condition, including the removal of any trash.
- b. **Fencing Removal.** Hite may remove the wire fence and fenceposts that run along the boundary of the City Property and the land owned by Hite, provided that upon 90 days written notice to Hite by the City, Hite must replace such fence with a like kind fence in a manner acceptable to the City, and any costs of such fence replacement shall be exclusively borne by Hite.

6. **Indemnification and Insurance Obligations.**

- a. **Insurance Obligations.** At all times thereafter during the term of this Agreement, each Party shall maintain comprehensive general liability and property damage insurance in the amount of at least \$517,306 per person and \$3,448,710 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo. City agrees to name Hite as an additional insured and protecting Hite against any and all claims for injuries (including death) to persons and/or damages to property occurring in, upon or about the portions of the License Areas located on City's Parcel.
- b. **Indemnification.** Each Party having rights with respect to an License granted under this Agreement shall indemnify, defend and hold harmless the other Party from and against all claims, actions, proceedings, costs, losses, damages, expenses and liability (including reasonable attorney's fees and cost of suit) incurred as a result of the injury or death to any

person, or damage to any property as a result of the negligent, intentional or willful acts or omissions of the indemnifying Party, or its agents, permittees or others acting on behalf of such Party.

7. Remedies.

In the event of a default by any Parcel owner under the terms of this Agreement, the non-defaulting party shall have the right to seek specific performance and to recover damages incurred by the non-defaulting party as a result of such default; in addition to any and all other remedies available at law and in equity. The party prevailing in any legal proceeding to enforce this Agreement shall be entitled to recover from the party not prevailing in said legal proceedings reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate, collection and bankruptcy proceedings.

8. Term; Suspension; Termination.

This Agreement is effective as of the date first written above and shall continue until terminated as provided in this Section 8. Either Party may terminate this Agreement (and the licenses granted hereunder) upon thirty (30) days' written notice to the other Party. In addition, either Party may immediately suspend access to its property under this Agreement upon notice (which may be verbal if required for safety or operations, with written confirmation to follow) whenever such Party reasonably determines such suspension is necessary or advisable for safety, security, maintenance, emergency response, or construction. Notwithstanding the foregoing, City may suspend (in whole or in part) the City License immediately upon notice whenever City reasonably determines such suspension is necessary or advisable for airport safety, airport security, airport operations, regulatory compliance (including FAA compliance), or to meet City's federal obligations as an airport sponsor. City may also terminate the City License, in whole or in part, effective immediately if required for airport safety or compliance. Notwithstanding anything to the contrary, the City License shall automatically terminate (as to the affected portion) to the extent required by the FAA or any other governmental authority, or if City reasonably determines that continuation would violate or impair City's federal obligations or safe airport operations. Termination or suspension of any license shall not entitle the other Party to compensation, and the terminating/suspending Party shall have no liability for loss of use, lost profits, or consequential damages arising from such termination or suspension. Upon expiration or termination of the City License, Hite shall, at City's option and direction, promptly remove any trail/course improvements placed by Hite on the City Property and restore disturbed areas to a safe condition (ordinary wear and tear excepted), subject to any different written restoration plan approved by City. Upon expiration or termination of the Hite License, City's rights to access the Facilities Area shall continue as reasonably necessary to remove City's equipment and improvements located thereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner and form sufficient to bind them on the day and year first above written.

HITEC FARMS LLC, a Missouri limited liability company

By: Chris Hite, TRUSTEE

Name: Chris Hite

Title: Trustee, Revocable Living Trust of Christy
S. Hite, member

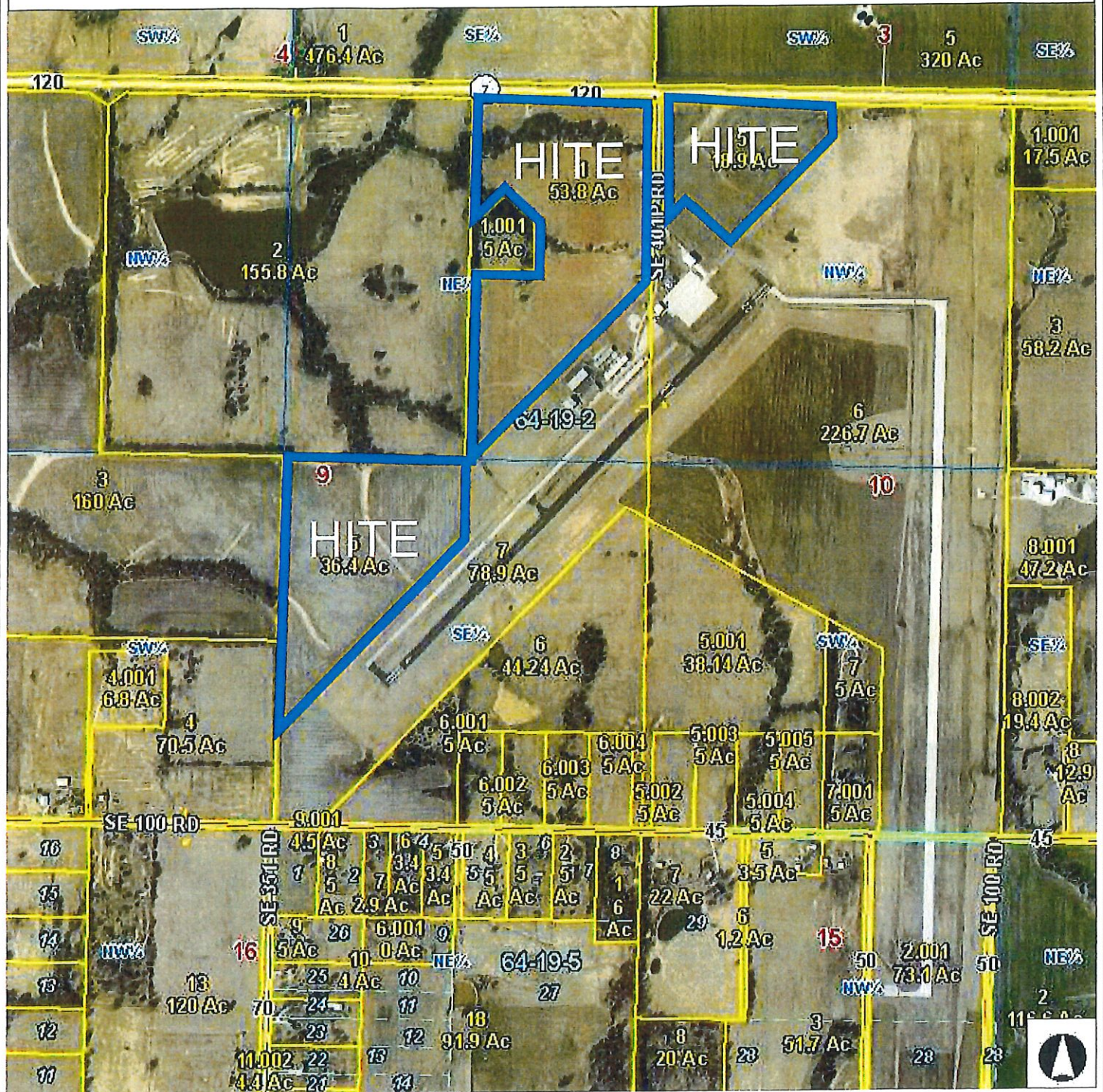
CITY OF CLINTON, a municipal corporation

By: Carla Moberly

Name: Carla Moberly

Title: Mayor

Hite Property (Exhibit A)



Legend

- | | |
|---------------------------|----------------------|
| Road Centerline | Right of Way |
| — <all other values> | Corporate Limit Line |
| == STATE LETTERED HIGHWAY | Surrounding Counties |
| == STATE NUMBERED HIGHWAY | Qtr Section |
| Parcel | County Boundary |
| Parcel Number/Acres | Map Index |
| Land Hook | Katv Trail |

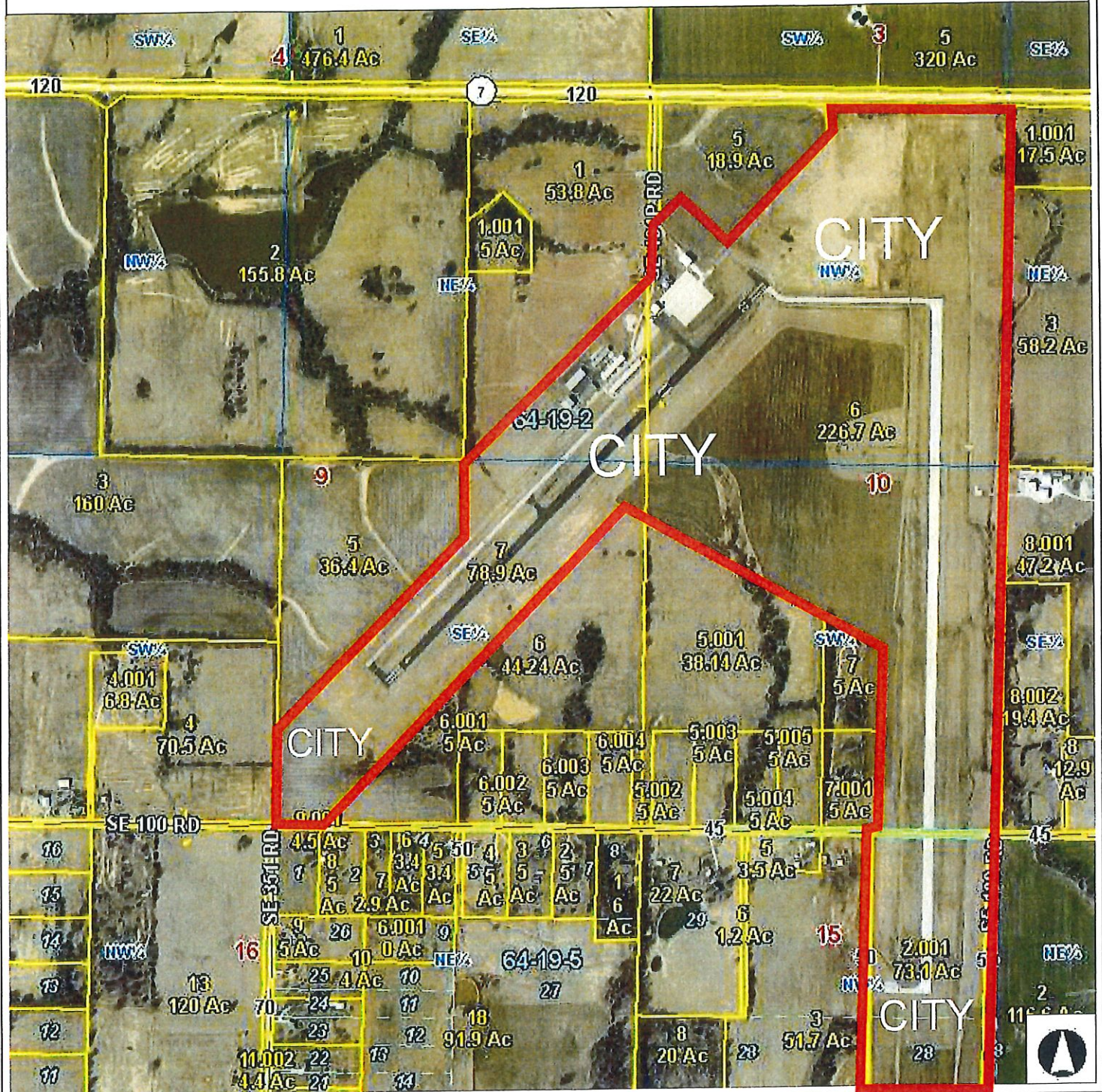
Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,008.8 0 1,004.38 2008.75178970944 Feet

City Property (Exhibit B)



Legend

- Road Centerline
- <all other values>
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- Parcel
- Parcel Number/Acres
- Land Hook

- Right of Way
- Corporate Limit Line
- Surrounding Counties
- Qtr Section
- County Boundary
- Map Index
- Katv Trail

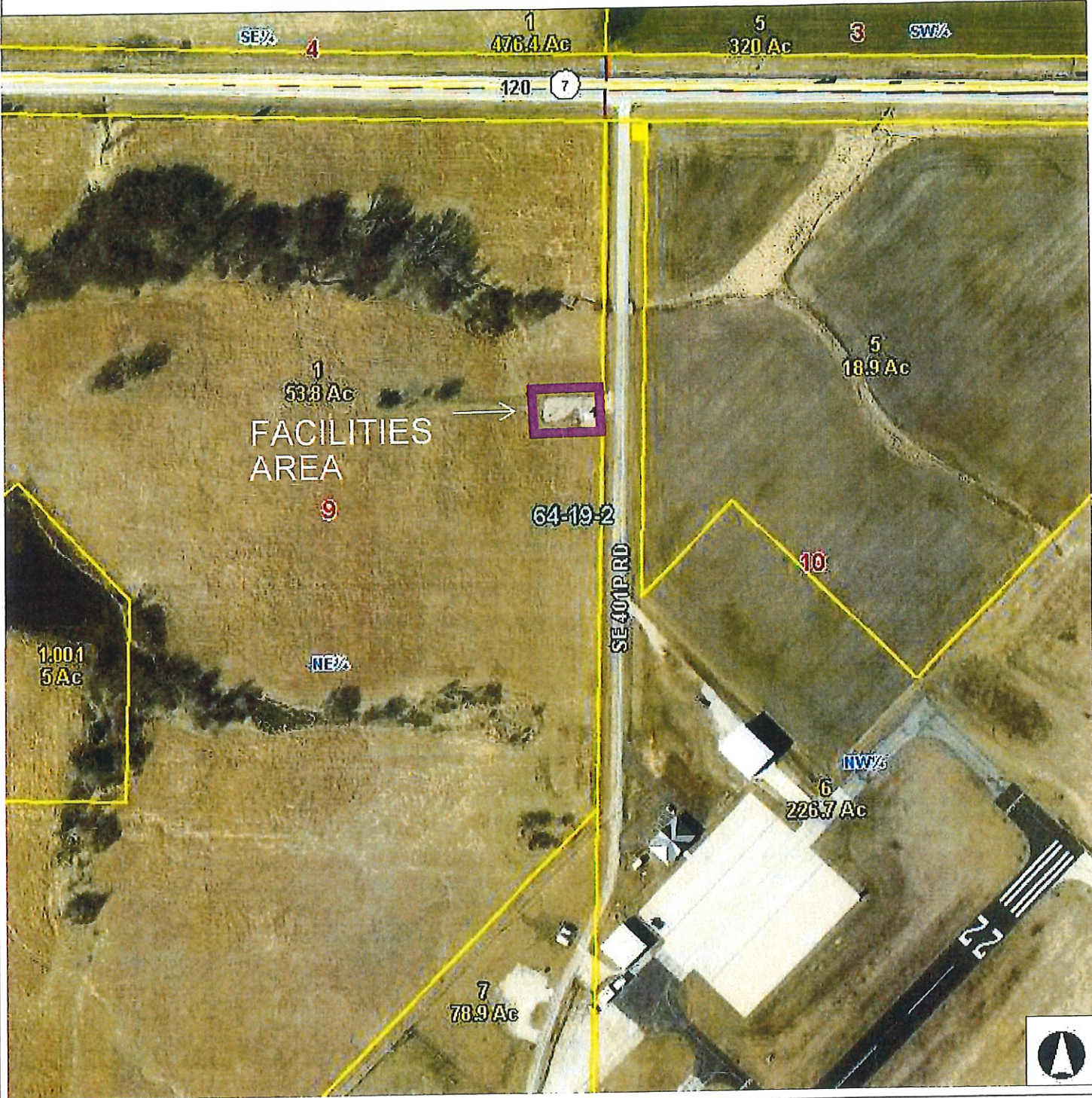
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Facilities Area (Exhibit C)



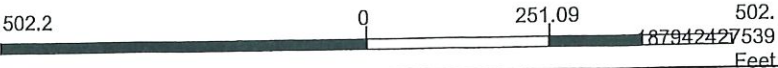
Legend

- | | |
|---------------------------|------------------------|
| — Road Centerline | — Lot |
| — <all other values> | — Tract |
| == STATE LETTERED HIGHWAY | — Right of Way |
| == STATE NUMBERED HIGHWAY | — Corporate Limit Line |
| ■ BLL | □ Surrounding Counties |
| ■ Parcel | □ Qtr Section |
| Parcel Number/Acres | □ County Boundary |

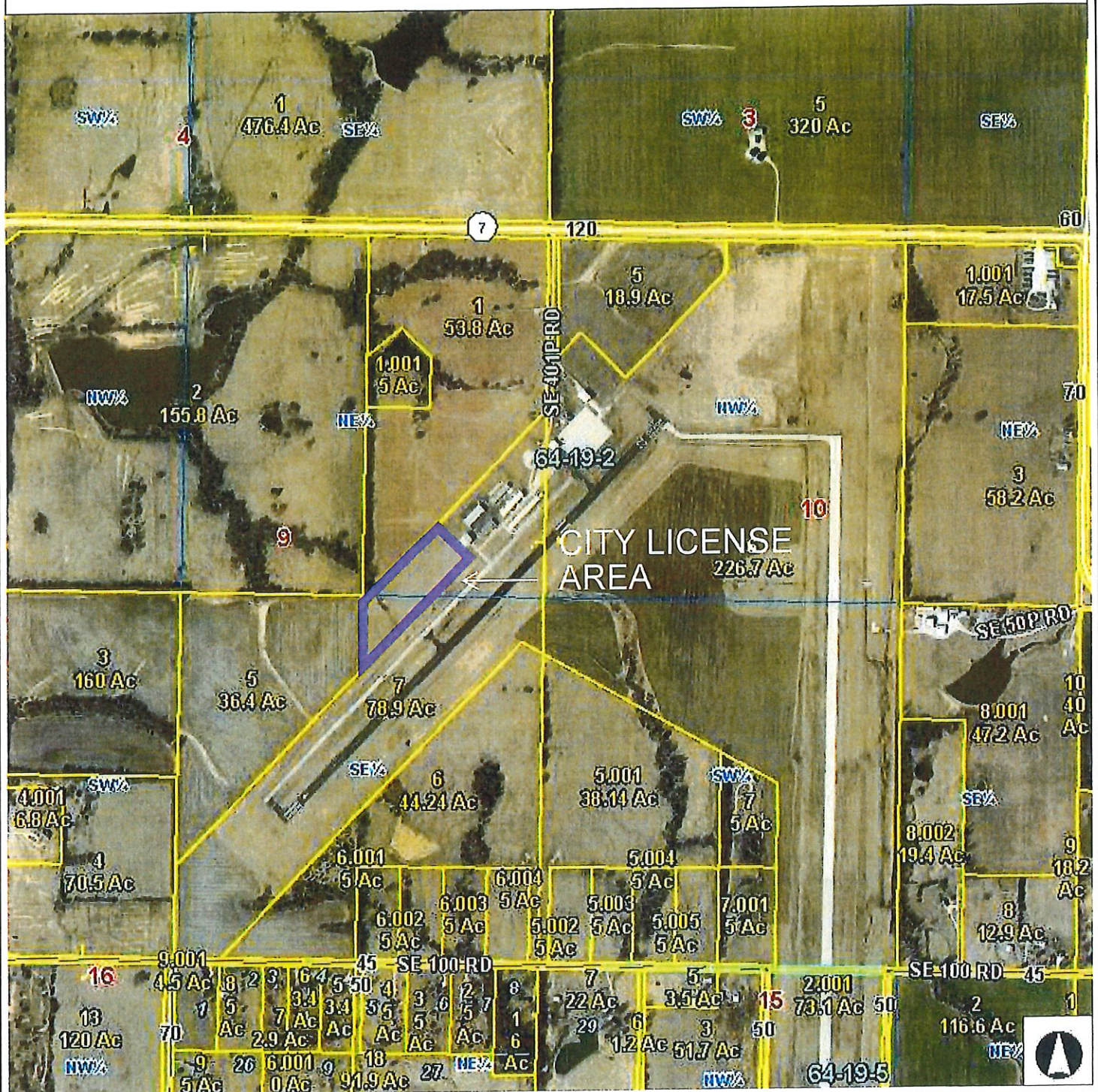
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City License Area (Exhibit D)



Legend

- Road Centerline
- <all other values>
- STATE LETTERED HIGHWAY
- STATE NUMBERED HIGHWAY
- Parcel
- Parcel Number/Acres
- Land Hook

- Right of Way
- Corporate Limit Line
- Surrounding Counties
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- Map Index
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Notes

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