

**AMENDMENT**  
to the  
**AGREEMENT FOR HANGAR GROUND LEASE RELOCATION**  
**AT COLUMBIA REGIONAL AIRPORT FOR OPERATIONS AT HANGAR 350**  
**(Hangar 730)**

This Amendment to the April 7, 2020 Agreement for Hangar Ground Lease Relocation at the Columbia Regional Airport for Operations at Hangar 350 (the "350 Relocation Agreement") between the **City of Columbia, Missouri** ("CITY"), and **Columbia Jet Center, Inc.**, ("CJC") is made as of the date of the last signatory noted below.

**RECITALS**

WHEREAS, on April 7, 2020, City and CJC entered into the 350 Relocation Agreement to move CJC's operations from Hangar 350 to a new Hangar 730 in order for the City to accommodate construction of a new airport terminal building; and

WHEREAS, as a part of the 350 Relocation Agreement CJC constructed and paid for additional improvements to the new Hangar 730; and

WHEREAS, the new Hangar 730 and all additional improvements will be used in conjunction with Lessee's fixed base operations at Columbia Regional Airport; and

WHEREAS, the Parties hereto desire to formally amend the 350 Relocation Agreement with this Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the 350 Relocation Agreement as amended or supplemented by this First Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 350 Relocation Agreement, as follows:

1. Paragraph 11 of the 350 Relocation Agreement shall be deleted in its entirety and replaced with the following:

11. CJC shall vacate Hangar 350 at its earliest opportunity and no later than April 26, 2021. Contingent upon the City Council's authorization of this First Amendment and the amendment of the Agreement for Ground Lease by the Fixed Base Operators at the Columbia Regional Airport (hereinafter collectively referred to as the "Amended Agreements") at the City Council meeting on May 3, 2021, CJC shall surrender all legal rights, title and interest to Hangar 350 and its contents, and the parties further agree that the City may commence demolition and removal of Hangar 350 at the City's earliest opportunity following approval of the Amended Agreements. In the event the City Council does not approve all of the Amended Agreements on May 3, 2021, this First

Amendment shall be void and unenforceable and CJC shall have the right to continued occupancy of Hangar 350 under the terms and conditions set forth in the 350 Relocation Agreement.

2. Paragraph 9 of the 350 Relocation Agreement shall be deleted in its entirety and replaced with the following:

9. All terms of the Lease, other than the lease location, square footage and term, shall continue to apply to Hangar 730. The per square foot rental rate shall be unchanged except as otherwise allowed by the Lease. The total initial rental rate for Hangar 730 shall be at the same per square foot rate currently charged for rent at Hangar 350 at the time of vacation of Hangar 350 by CJC; however, such monthly rate shall be calculated based upon the square footage of the new Hangar 730 leased area.

- a. The square footage of the Hangar 730 leased areas shall be 50,007 square feet, as indicated in Exhibit C attached hereto. Subsection 3.03 Rent of the Lease shall be amended to reflect the new square footage of Hangar 730.

- b. The legal description of the ground lease for the new Hangar 730 shall be as set forth in Exhibit E attached hereto and made a part hereof by reference. Article I – Premises of the Lease shall be deleted and replaced with the following:

Lessor hereby leases to Lessee for its exclusive use as an addition to its fixed base operations and for no other use except as agreed to by the Lessor under provisions set forth herein, a tract of land approximately 188.79 feet by 264.88 feet, which is more specifically described as follows:

A PARCEL LOCATED UPON THE COLUMBIA REGIONAL AIRPORT PROPERTY BEING DESIGNATED AS GROUND LEASE 730;  
SITUATE IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE ON A DIRECT LINE N 78°50'08"W, 2,186.67 FEET TO THE SOUTHERLY CORNER OF GROUND LEASE 200 (PREVIOUSLY DESIGNATED AS TRACT A); THENCE ALONG THE EAST LINE OF SAID GROUND LEASE, THE EXTENSION THEREOF, THE EAST LINE OF GROUND LEASE 170, THE EAST LINE OF GROUND LEASE 150, THE EAST LINE OF GROUND LEASE 120, THE EAST LINE OF GROUND LEASE 100 AND THE EAST LINE OF GROUND LEASE 80 AND 90 AND THE EXTENSION THEREOF N.21°12'10"E., 1,177.38 FEET TO A POINT THAT IS 710 FEET SOUTH AND PERPENDICULAR TO THE CENTERLINE OF THE CROSSWIND

RUNWAY; THENCE ALONG A LINE THAT IS 710 FEET SOUTH AND PARALLEL TO SAID RUNWAY N.44°45'25"W., 390.38 FEET TO THE NORTH EAST CORNER OF GROUND LEASE 40; THENCE WITH THE NORTH LINE OF SAID GROUND LEASE 40 N.44°45'25"W., 124.00 FEET TO THE NORTH WEST CORNER OF SAID GROUND LEASE 40; THENCE CONTINUING WITH THE NORTH LINE OF SAID GROUND LEASE 40 EXTENDED N.44°45'25"W., 58.12 FEET; THENCE LEAVING SAID NORTH LINE EXTENDED S.45°14'35"W, 11.69 FEET TO A POINT ON A LINE THAT IS 721.69 FEET SOUTH AND PARALLEL TO THE CROSSWIND RUNWAY AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING LEAVING SAID LINE S.45°14'35"W., 188.79 FEET; THENCE N.44°45'25"W., 264.88 FEET; THENCE N.45°14'35"E., 188.79 FEET TO A POINT ON SAID LINE THAT IS 721.69 FEET SOUTH AND PARALLEL TO SAID RUNWAY; THENCE WITH SAID LINE S.44°45'25"E., 264.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.15 ACRES.

c. The first sentence of Subsection 3.02 Renewal Options of the Lease shall be deleted and replaced with the following:

This lease and Agreement may be automatically renewed for three (3) additional five (5) year terms followed by one additional renewal term which shall run from May 31, 2035 and shall terminate on December 31, 2045, at 11:59 p.m., subject however to earlier termination provisions contained in this Agreement. For clarification, the renewal terms shall be as follows:

Original Agreement – June 1, 1995 to 11:59 p.m. on May 31, 2020  
First Renewal – May 31, 2020 to 11:59 p.m. on May 31, 2025  
Second Renewal – May 31, 2025 to 11:59 p.m. on May 31, 2030  
Third Renewal – May 31, 2030 to 11:59 p.m. on May 31, 2035  
Fourth Renewal – May 31, 2035 to 11:59 p.m. on December 31, 2045

3. Paragraph 12 of the 350 Relocation Agreement shall be removed and replaced with the following:

12. The City will maintain all areas of the apron as being built pursuant to this agreement ("New Apron") from the point that is eighteen (18) feet out from the front of the Hangar 730 structure. Should the first eighteen (18) feet of pavement from the front of the Hangar 730 structure need structural repair, City shall repair and or replace the pavement. Lessee shall be responsible for routine maintenance, such as snow removal and cleaning, of the first eighteen (18) feet from the front of Hangar 730 as shown approximately in Exhibit D.

4. All other terms of the 350 Relocation Agreement shall remain unchanged and in full force and effect.
5. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to the 350 Relocation Agreement, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**COLUMBIA JET CENTER, INC.**

By: \_\_\_\_\_  
Tom Harrison, President  
4/23/21  
Date: \_\_\_\_\_

ATTEST:

By:   
Corey Wiermann

Exhibit E

to the

**AGREEMENT FOR HANGAR GROUND LEASE RELOCATION  
AT COLUMBIA REGIONAL AIRPORT FOR OPERATIONS AT HANGAR 350**

(Legal Description of Hangar 730)

A PARCEL LOCATED UPON THE COLUMBIA REGIONAL AIRPORT PROPERTY BEING DESIGNATED AS GROUND LEASE 730;

SITUATE IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE ON A DIRECT LINE N 78°50'08"W, 2,186.67 FEET TO THE SOUTHERLY CORNER OF GROUND LEASE 200 (PREVIOUSLY DESIGNATED AS TRACT A); THENCE ALONG THE EAST LINE OF SAID GROUND LEASE, THE EXTENSION THEREOF, THE EAST LINE OF GROUND LEASE 170, THE EAST LINE OF GROUND LEASE 150, THE EAST LINE OF GROUND LEASE 120, THE EAST LINE OF GROUND LEASE 100 AND THE EAST LINE OF GROUND LEASE 80 AND 90 AND THE EXTENSION THEREOF N.21°12'10"E., 1,177.38 FEET TO A POINT THAT IS 710 FEET SOUTH AND PERPENDICULAR TO THE CENTERLINE OF THE CROSSWIND RUNWAY; THENCE ALONG A LINE THAT IS 710 FEET SOUTH AND PARALLEL TO SAID RUNWAY N.44°45'25"W., 390.38 FEET TO THE NORTH EAST CORNER OF GROUND LEASE 40; THENCE WITH THE NORTH LINE OF SAID GROUND LEASE 40 N.44°45'25"W., 124.00 FEET TO THE NORTH WEST CORNER OF SAID GROUND LEASE 40; THENCE CONTINUING WITH THE NORTH LINE OF SAID GROUND LEASE 40 EXTENDED N.44°45'25"W., 58.12 FEET; THENCE LEAVING SAID NORTH LINE EXTENDED S.45°14'35"W, 11.69 FEET TO A POINT ON A LINE THAT IS 721.69 FEET SOUTH AND PARALLEL TO THE CROSSWIND RUNWAY AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING LEAVING SAID LINE S.45°14'35"W., 188.79 FEET; THENCE N.44°45'25"W., 264.88 FEET; THENCE N.45°14'35"E., 188.79 FEET TO A POINT ON SAID LINE THAT IS 721.69 FEET SOUTH AND PARALLEL TO SAID RUNWAY; THENCE WITH SAID LINE S.44°45'25"E., 264.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.15 ACRES.

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