

RIGHT-OF-USE AGREEMENT
WilTel Communications, LLC

This Right-of-Use Agreement by and between the City of Columbia, Missouri, a municipal corporation, 701 E. Broadway, Columbia, Missouri (hereinafter "City") and WilTel Communications, LLC, (formerly Williams Communications, Inc.), a corporation authorized to do business in the State of Missouri, (hereinafter "WilTel") is entered into on the date of the last signatory noted below.

WHEREAS, Williams Pipeline Company owns and operates two parallel petroleum pipelines within its own easements which run through the City of Columbia and additionally more specifically, across, under and through portions of tracts of land owned by the City of Columbia; and

WHEREAS, WilTel wishes to use one of the pipelines for communications purposes, which use would be an additional and not previously permitted use of the City owned tracts; and

NOW, THEREFORE,

1. City agrees that WilTel may occupy and use the previously existing Williams Pipeline Company petroleum pipeline easement across, under and through City property for underground communications purposes. The right of use is conditional upon WilTel obtaining the prior written permission of Williams Pipeline Company and shall not be construed to limit or otherwise infringe upon the rights granted to Williams Pipeline Company. Should WilTel lose or be denied the right to use the Williams Pipeline Company easement for communications purposes then this agreement shall cease and terminate and the rights granted herein shall revert to the City, and all amounts paid by WilTel shall be retained by City with no pro rata refund.
2. This agreement shall be for the right of WilTel to use the pipeline for communication purposes, crossing five (5) City owned tracts of land set out more particularly as follows:
 - a. A tract known as City Waste Water Treatment Unit 3 along Perche Creek in Boone County; the tract and WilTel route through it as set out in Exhibit A to this agreement.

b. A tract known as Cosmo-Bethel Park on Bethel Road in southern Columbia; the tract and WilTel route through it as set out in Exhibit B to this agreement.

c. A tract adjacent to and south of Nifong Road approximately a half (1/2) mile east of Providence Road in southern Columbia; the tract and WilTel's route through it as set out in Exhibit C to this agreement.

d. A tract known as Rock Quarry Park on Grindstone Avenue in southern Columbia; the tract and WilTel's route through it as set out in Exhibit D to this agreement.

e. A tract known as Grindstone substation on Ponderosa Road near Old Highway 63 in southern Columbia; the tract and WilTel's route through it as set out in Exhibit E to this agreement.

The exhibits to this agreement listed above are attached hereto and incorporated herein as if fully set out.

3. Access to and from the easements shall be along the easements or by any existing roads upon the premises. WilTel agrees to restore any damage to the premises and such adjacent lands, gates, or roads caused by its use thereof.

4. The term of this agreement shall be for ten (10) years. This agreement shall automatically renew for an additional ten (10) years unless the agreement is allowed to end by either party giving the other notice of its intent to allow the agreement to end at least six (6) months prior to the expiration of the current term.

5. WilTel shall pay the City the amount of fifteen thousand dollars (\$15,000.00) for the agreement term of ten (10) years and upon automatic renewal of this agreement, WilTel shall pay twenty thousand dollars (\$20,000.00) for the ten (10) year renewal term. All amounts due under this agreement shall be paid to the City within thirty (30) days of the execution of this agreement and its renewal respectively.

6. WilTel agrees to comply with all State and Federal laws relating to the exercise of rights herein granted. WilTel agrees to indemnify and hold City harmless from and against all third party claims which may result from the construction, operation and maintenance by WilTel, its agents or subcontractors, of said easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.

7. During the term of this Agreement WilTel at its sole cost, agrees to purchase and maintain insurance provided by a carrier authorized to do business in Missouri in the following amounts:

- a. Workers compensation coverage in compliance with Missouri State statutes.
- b. Commercial general liability at a limit of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate.
- c. Business auto liability at a limit of no less than \$2,000,000 each occurrence.
- d. City of Columbia shall be an additional insured with respect to the project to which these maintenance requirements pertain and a memorandum of insurance which is available at www.centurylink.com/moi evidencing coverages shall be provided to the City.

8. WilTel's right to quiet enjoyment of the easement shall not be interfered with by City except that whenever City determines that public improvements are necessary for the public benefit, such as, but not limited to, road, sewer, storm sewer or utility improvements, and such improvements will require the relocation of WilTel's facilities, lines and pipeline it occupies or in which the facilities or lines are located, WilTel shall forthwith move its lines, facilities or the pipeline at its own expense.

9. This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between City and WilTel that modify, alter or amend this Agreement.

10. Any notices required pursuant to this agreement shall be in writing and sent by US mail prepaid as follows:

If to City:

City of Columbia, Missouri
Attn: Director of Public Works
P.O. Box 6015
Columbia, Missouri 65205-6015

If to WilTel:

WilTel Communications, LLC
Century Link Communications NIS/ROW
1025 Eldorado Blvd.
Building 2, Floor 1, Room 31A – B13
Broomfield, CO 80071

With a copy to:
City of Columbia, Missouri
Attn: Law Department
P.O. Box 6015

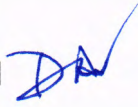
Columbia, Missouri 65205-6015

11. No Waiver of Immunities: In no event shall the language of this agreement constitute or be construed as a waiver or limitation for City's rights or defenses with regard to all applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this Agreement to be signed as effective on the date of the last signatory noted 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

WILTEL COMMUNICATIONS, LLC

By: *Danett Kennedy*
Danett Kennedy (Oct 2, 2020 15:13 MDT)

Name: Danett Kennedy

Title: Sr. Manager NIS/ROW

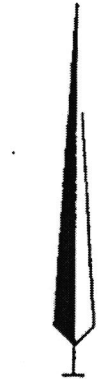
Date: Oct 2, 2020

ATTEST:

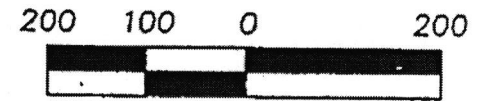
By: *Richard Prescott*
Richard Prescott (Oct 2, 2020 14:56 PDT)

Name: Richard Prescott

OWNER: TRACT #601
CITY OF COLUMBIA
(TREATMENT PLANT)



SCALE : 1"=200'



N65°43'21"E
122.20'

EXIST. PIPELINE AS FIELD LOCATED
N21°02'59"W-908.24'

EAST LINE OF SURVEY NO. 5887

APPROX. PERCHE CREEK

PROPOSED 10' PERM. ESMT. &
PROP. 30' TEMP. CONST. ESMT.

N89°27'25"E 397.04'
S84°07'08"E 75.90'
N16°51'51"W-55.11'
N39°06'32"E-28.34'
N89°24'49"E-476.61'

SOUTH LINE SEC. 7-47-13

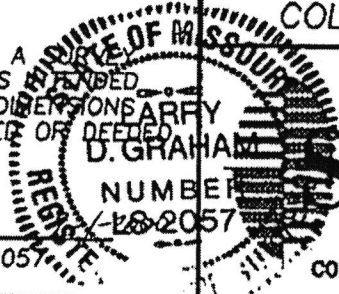
EXIST. PIPELINE AS FIELD LOCATED

TRUE POINT OF BEGINNING OF SUBJECT TRACT

JOB NO. 103142 | DATE 1-31-00 | BY sdc

EXHIBIT DRAWING
WILLIAMS COMMUNICATIONS
PART OF SOUTH HALF
SEC. 7, TWP. 47 N, RNG. 13 W
COLUMBIA, BOONE CO., MISSOURI

THIS EXHIBIT DOES NOT REPRESENT A TRUE AND CORRECT COPY OF THIS LEGAL DESCRIPTION, AND IS INTENDED FOR VISUAL PURPOSES ONLY. THE DIRECTIONS SHOWN HEREON ARE EITHER PLATTER OR DEEDED DISTANCES.



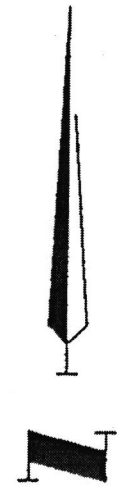
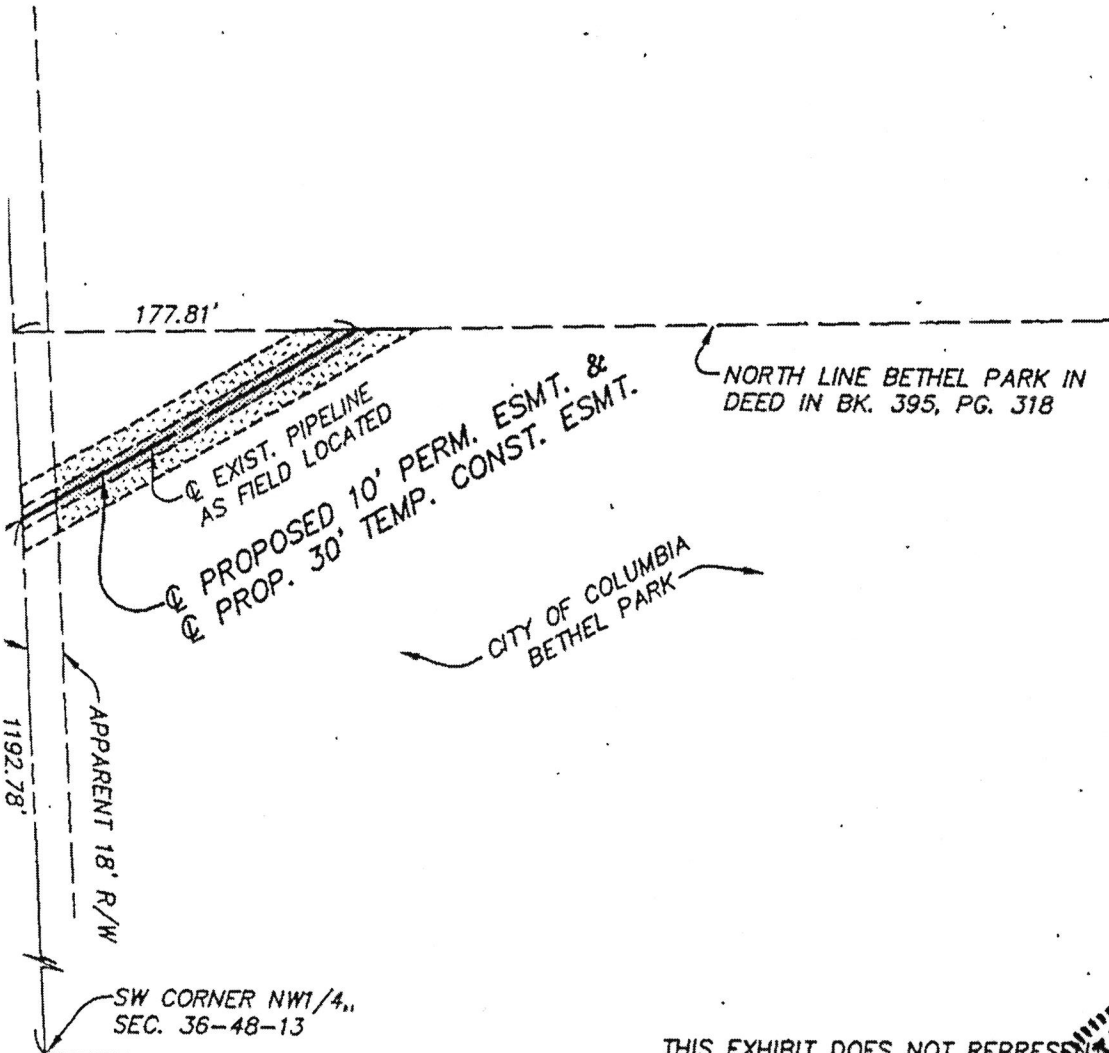
BY: *Larry D. Graham*
LARRY D. GRAHAM, MO LS-2057

SHAFFER, KLINE & WARREN, INC.

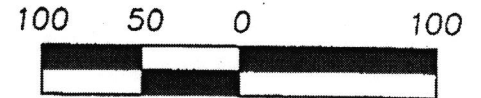
CIVIL ENGINEERS - LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING - LANDSCAPE ARCHITECTURE
11100 W. 91st STREET, OVERLAND PARK, KANSAS 66214
OFFICE: 913-888-7800 FAX: 913-888-7868
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3± SQ.FT.
10620± SQ.FT.

OWNER: TRACT #687
CITY OF COLUMBIA
(BETHEL PARK)



SCALE : 1"=100'



-  = PERMANENT EASEMENT
-  = TEMPORARY CONSTRUCTION EASEMENT

JOB NO. 103142	DATE 1-31-00	BY sdc
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EXHIBIT DRAWING
WILLIAMS COMMUNICATIONS
PART OF NW1/4
SEC. 36, TWP. 48 N, RNG. 13 W
COLUMBIA, BOONE CO., MISSOURI

THIS EXHIBIT DOES NOT REPRESENT A SURVEY OF THIS LEGAL DESCRIPTION, AND IS INTENDED FOR VISUAL PURPOSES ONLY. THE DIMENSIONS SHOWN HEREON ARE EITHER REATED OR DERIVED DISTANCES.



BY: 
LARRY D. GRAHAM, MO LS-2057

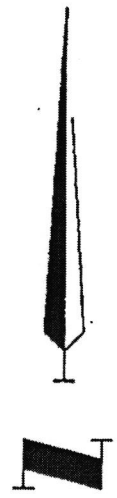
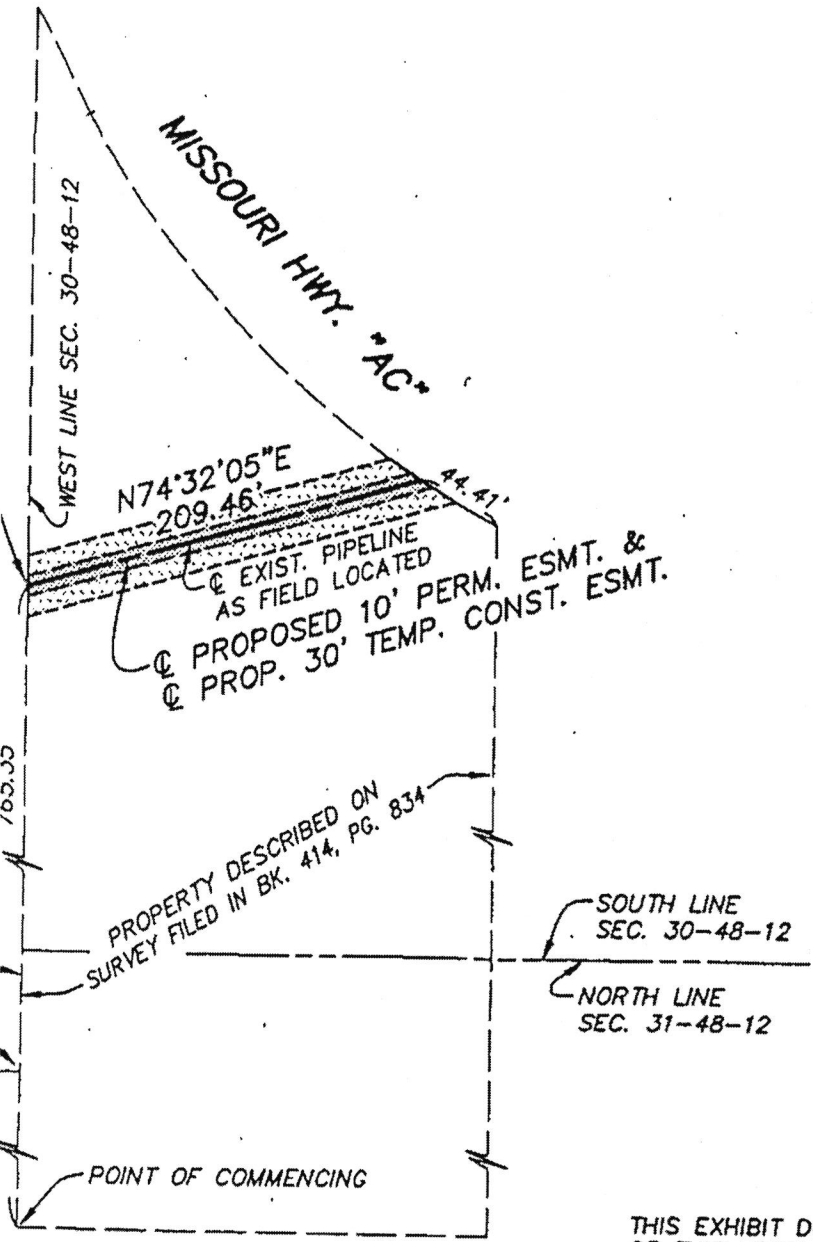


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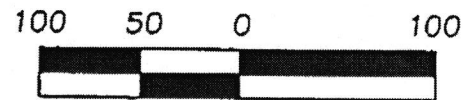
REVISED 3-14-00 CORRECTED NORTH LINE sdc



1786± SQ.FT.
3573± SQ.FT.

OWNER: TRACT #705
CITY OF COLUMBIA



SCALE : 1"=100'



-  = PERMANENT EASEMENT
-  = TEMPORARY CONSTRUCTION EASEMENT

JOB NO. 103142	DATE 1-31-00	BY sdc
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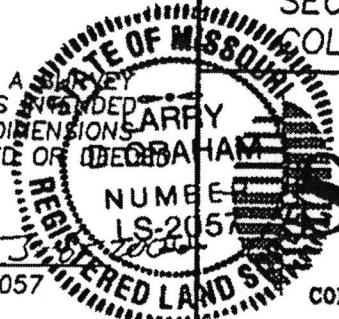
EXHIBIT DRAWING
WILLIAMS COMMUNICATIONS
 PART OF SW1/4
 SEC. 30, TWP. 48 N, RNG. 12 W
 COLUMBIA, BOONE CO., MISSOURI

SHAFER, KLINE & WARREN, INC.

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 TRAFFIC & TRANSPORTATION ENGINEERING
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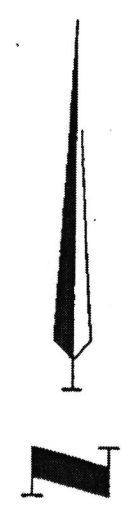
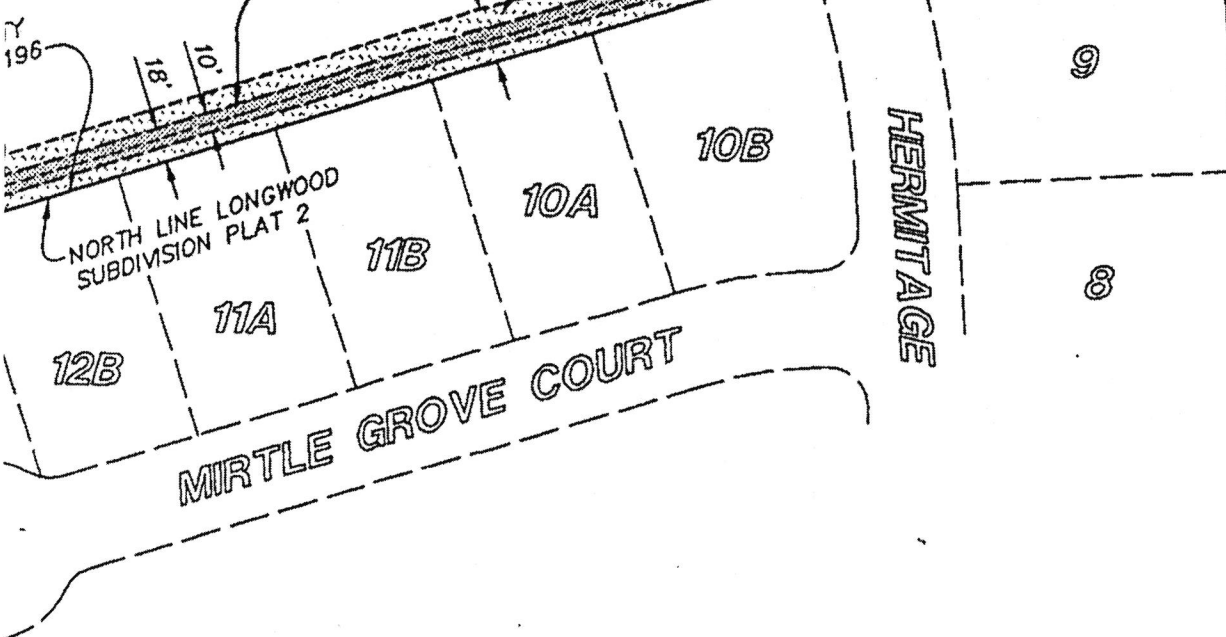
BY: *Larry D. Graham*
 LARRY D. GRAHAM, MO LS-2057

SQ.FT.
 195± SQ.FT.

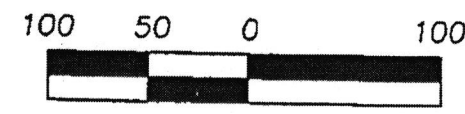
OWNER: TRACT #720
CITY OF COLUMBIA

EAST LINE OF PROPERTY
DESC. IN BK. 942, PG. 196

PROPOSED 10' PERM. ESMT.
PROP. 28' TEMP. CONST. ESMT.



SCALE : 1"=100'



- = PERMANENT EASEMENT
- = TEMPORARY CONSTRUCTION EASEMENT

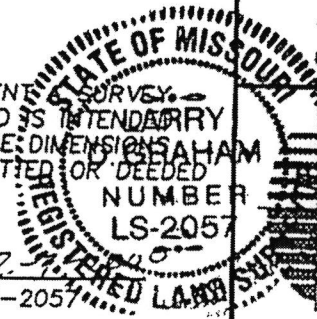
JOB NO. 103142	DATE 1-31-00	BY sdc
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WILLIAMS COMMUNICATIONS		
PART OF SE1/4		
SEC. 30, TWP. 48 N, RNG. 12 W		
COLUMBIA, BOONE CO., MISSOURI		

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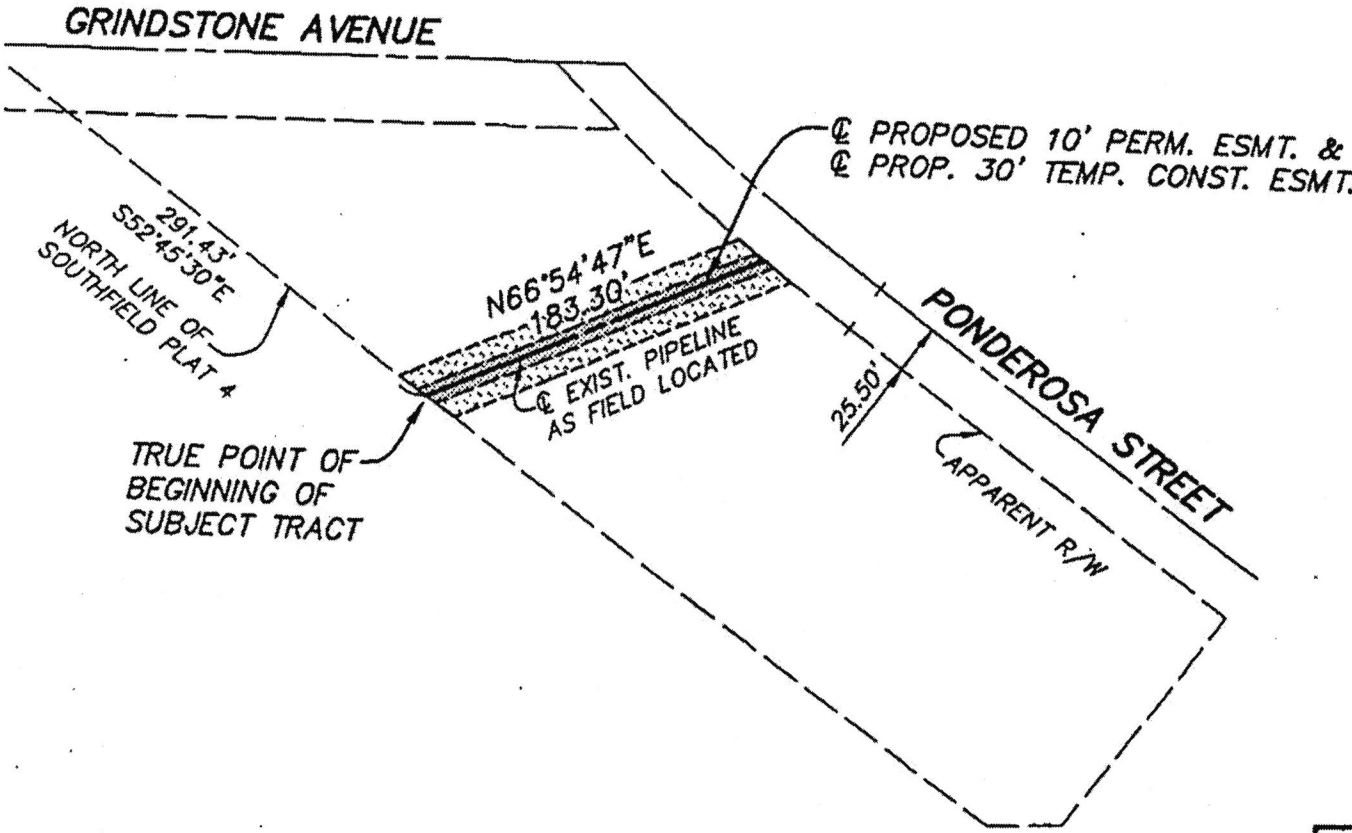
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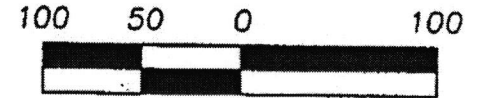
BY: Larry D. Graham
 LARRY D. GRAHAM, MO LS-2057

± SQ.FT.
 5125± SQ.FT.

OWNER: TRACT #752
CITY OF COLUMBIA



SCALE : 1"=100'



- = PERMANENT EASEMENT
- = TEMPORARY CONSTRUCTION EASEMENT

JOB NO. 103142	DATE 1-31-00	BY sdc
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EXHIBIT DRAWING
WILLIAMS COMMUNICATIONS
 PART OF SW1/4
 SEC. 29, TWP. 48 N, RNG. 12 W
 COLUMBIA, BOONE CO., MISSOURI

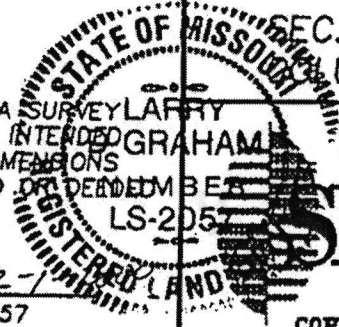
SHAFER, KLINE & WARREN, INC

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 OFFICE: 913-888-7800 FAX: 913-888-7861

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THIS EXHIBIT DOES NOT REPRESENT A SURVEY LARRY D. GRAHAM REGISTERED LAND SURVEYOR MISSOURI LS-2057

BY:
 LARRY D. GRAHAM, MO LS-2057



3± SQ.FT.
 3667± SQ.FT.