

**FIRST AMENDMENT TO TOWER AGREEMENT
GRISSUM BUILDING**

THIS FIRST AMENDMENT to Antenna Agreement (“Amendment”) is executed this _____ day of _____, 2016 by and between City of Columbia, Missouri, a Missouri Municipal Corporation, having an address of P.O. Box 6015 Columbia, Missouri 65205 (“Grantor” hereinafter referred to as “City”) and Cellco Partnership d/b/a Verizon Wireless (hereinafter “Lessee”).

WHEREAS, City and Lessee and its predecessors and assignors, are parties to a certain Tower Agreement dated October 2, 2006 (“Agreement”) for Lessee’s use of a portion of real estate (hereinafter referred to as “Leased Premises”) located at 1313 Lakeview Street, Columbia, Missouri and,

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company (“**American Tower**”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, City and Lessee desire to amend and supplement the Agreement as provided herein,

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree to the following modifications to the Agreement:

1. Lessee shall pay to City the sum of Fifteen Thousand Dollars (\$15,000.00) as a one-time lump sum payment within thirty (30) days of the signing of this Amendment. Such sum shall be in addition to the rents required under the terms of this Amendment. This one-time payment is subject to the following conditions precedent: (a) Lessee’s receipt of this Amendment executed by the City, on or before December 31, 2016; and

(b) receipt by Lessee of an original Memorandum (as defined herein) executed by the City.

2. Notwithstanding anything to the contrary contained in the Agreement or this Amendment, the Parties agree the Agreement originally commenced on October 2, 2006, and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Agreement (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Agreement is otherwise scheduled to expire on October 1, 2021. In addition to any Existing Renewal Term(s), the Agreement is hereby amended to provide Lessee with the option to extend the Agreement for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Agreement, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless either party elects not to renew the Agreement at least six (6) months prior to the commencement of the next Renewal Term (as defined below) by written notice to the other party. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The City hereby agrees to execute and return to Lessee an original Memorandum of Agreement in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by City, which forms shall be supplied by Lessee to City.

3. City shall be able to terminate this Agreement in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee's receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) days of Lessee's actual receipt of notice thereof, and Lessee requires additional time to completely cure said default, time to cure said default may be extended upon mutual agreement of the parties.

4. On October 2, 2021 the annual rent will be increased to Twenty Five Thousand Nine Hundred Twenty Dollars (\$25,920.00) per year. During the term of the Agreement, as extended pursuant to this Amendment, annual rent installments shall be paid by October 23rd of each year and may be paid by electronic funds transfer, as long as City provides any requested documentation required for electronic funds transfer, otherwise paid by check. The annual rent shall increase by twenty percent (20%) upon the commencement of each Renewal Term.

5. The parties' notice addresses in Section 11 of the Agreement are hereby amended as follows:

If to City:

City Manager's Office
Attn: Legal Department
P.O. Box 6015
Columbia, MO 65205-6015

If to Lessee:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

ATC Sequoia LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

and

ATC Sequoia LLC
c/o American Tower
Attn: Legal Department
116 Huntington Ave; 11th Floor
Boston, MA 02116

6. Section 17. (Insurance) of the Agreement is deleted in its entirety and replaced with the following:

"Lessee will procure and maintain a commercial general liability insurance policy with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence, and two million dollars (\$2,000,000.00) general aggregate coverage, and an excess liability insurance policy with a limit of five million dollars (\$5,000,000.00). Coverage to be provided shall be an insurance company authorized to do business in the State of Missouri."

7. Lessee shall and hereby does indemnify and hold City harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from Lessee's use of the Leased Premises and the use of the Leased Premises by Lessee's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of City or any of City's employees, agents, contractors, and/or invitees.

8. Venue for any litigation involving the Agreement will be in Boone County, Missouri Circuit Court or the U.S. District Court for the Western District of Missouri.

9. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

10. City represents and warrants to Lessee that the City is the sole owner in fee simple title to the Leased Premises and easements and the City's interest under the Agreement and that consent or approval of no other person is necessary for the City to enter into this Amendment.

11. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

12. Nothing in the Agreement shall be deemed to be a waiver of either sovereign immunity or public official immunity by the City.

13. The Agreement shall be deemed to meet the Commercial Lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall either affirm the Agreement and bring all payments current or reject the Agreement and remove all towers and equipment within the period allows by applicable law.

14. Lessee shall have the right to record this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their respective duly authorized representatives as of the date first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this day of _____, 2016, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires:

Cellco Partnership d/b/a Verizon Wireless:

BY: ATC Sequoia, LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

**Edward P. Maggio, Jr.
Senior Counsel, US Tower**

10/17/16

STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

On this 17th day of October, 2016, before me, a notary public, appeared Edward P. Maggio, Jr. to me personally known, who being by me duly sworn did say that they are the Senior Counsel of ATC Sequoia, LLC, a Delaware limited liability company, and that this instrument was signed on behalf of said limited liability company and further acknowledged that they executed the same as their free act and deed for the purpose therein stated and that they have been duly granted the authority by said limited liability company to execute the same.



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

Renee Byrd
Notary Public

My commission expires: 4/27/2023

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from the City's deed (or deeds) that include the land area encompassed by the Agreement and Lessee's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by the City as described in a deed (or deeds) to the City of which the Leased Premises is a part thereof with such Parent Parcel being described below:

All of Lot Fifty (50), the East Half (E 1/2) of Lot Fifty-five (55), and all of Lots Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59) and Sixty (60) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri.

A part of Lot Fifty-one (51) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri, said part being described by the warranty deed to the City of Columbia, Missouri, dated August 31, 1981 and recorded in Book 488, Page 149, Records of Boone County, Missouri.

A part of Lot Fifty-one (51) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri, said part being described by the warranty deed to the City of Columbia, Missouri, dated March 22, 1985 and recorded in Book 526, Page 81, Records of Boone County, Missouri.

A part of Lot Fifty-one (51) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri, said part being described by the warranty deed to the City of Columbia, Missouri, dated February 14, 1986 and recorded in Book 564, Page 517, Records of Boone County, Missouri.

A part of Lot Fifty-one (51) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri, said part being described by the warranty deed to the City of Columbia, Missouri, dated June 30, 1986 and recorded in Book 592, Page 732, Records of Boone County, Missouri.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Agreement or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Agreement which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) 3,600 square feet; (ii) Lessee's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

An irregular shaped Lease Area and an irregular shaped Access/Utility Easement, situated in the Southwest Quarter of Section 6, Township 48 North, Range 12 West, Columbia, Boone County, Missouri, more particularly described as follows:

COMMENCING at the Northwest Corner of a tract of land described by survey performed by Nathanael Surveys & designs for Lovelace and Associates, dated May 26, 2006 (Nathanael E. Kohl LS #2615), said point bears South 27°55'24" West, a distance of 50.18 feet from Lovelace and Associates Control Point #1 (½" Rebar w/ Red Control Cap), said point also bears South 83°59'17" West, a distance of 474.74 feet from Lovelace and Associates Control Point #2 (½" Rebar w/ Red Control Cap); thence South 82°23'50" East, a distance of 125.58 feet to the POINT OF BEGINNING of said irregular shaped Lease Area; thence North 32°10'08" East, a distance of 17.58 feet; thence South 89°15'30" East, a distance of 40.83 feet; thence South 00°44'30" West, a distance of 50.00 feet; thence North 89°15'30" West, a distance of 50.00 feet; thence North 00°44'30" East, a distance of 35.00 feet to the POINT OF BEGINNING. Containing 2,431 square feet, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

AND an irregular shaped Access/Utility Easement, being more particularly described as follows:

BEGINNING at the Northeast corner of the previously described Lease Area; thence South 89°15'30" East, a distance of 20.00 feet; thence South 00°44'30" West, a distance of 45.38 feet; thence South 06°26'05" East, a distance of 165.42 feet; thence South 89°15'30" East, a distance of 15.12 feet; thence South 00°44'30" West, a distance of 10.00 feet; thence North 89°15'30" West, a distance of 23.94 feet; thence North 06°26'05" West, a distance of 170.84 feet; thence North 89°15'30" West, a distance of 10.50 feet; thence North 00°44'30" East, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,855 square feet, more or less.

EXHIBIT B

FORM OF MEMORANDUM OF AGREEMENT

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sarah Kmiecik, Esq.
ATC Site No: 414648
ATC Site Name: COLP West Columbia MO
Assessor's Parcel No(s): 17-109-00-01-070-00-01

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Missouri
County of Boone

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Columbia, Missouri, a Missouri Municipal Corporation** ("**Grantor**" hereinafter referred to as "**City**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**").

NOTICE is hereby given of the Agreement (as defined and described below) for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Agreement.** City is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). City (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Tower Agreement Grissum Building dated October 2, 2006 (as the same may have been amended from time to time, collectively, the "**Agreement**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Agreement (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Agreement, and assuming the exercise by Lessee of all renewal options contained in the Agreement, the final expiration date of the Agreement would be October 1, 2036. Notwithstanding the foregoing, in no event shall the parties be

required to exercise any option to renew the term of the Agreement.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to City at: City Manager's Office, Attn: Legal Department, P.O. Box 6015, Columbia, MO 65205-6015; to Lessee at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Lessee have each executed this Memorandum as of the day and year set forth below.

CITY

City of Columbia, Missouri
a Missouri Municipal Corporation

Signature: _____
Print Name: Mike Matthes
Title: City Manager
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State of Missouri

County of Boone

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared Mike Matthes, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: **Edward P. Maggio, Jr.**
Date: **Senior Counsel, US Tower**
10/17/16

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 17th day of October, 2016, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Byrd
Notary Public
Print Name: Renee Byrd
My commission expires: 4/27/2023



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

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This Exhibit A may be replaced at Lessee's option as described below

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The Parent Parcel consists of the entire legal taxable lot owned by City as described in a deed (or deeds) to City of which the Leased Premises is a part thereof with such Parent Parcel being described below:

All of Lot Fifty (50), the East Half (E 1/2) of Lot Fifty-five (55), and all of Lots Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59) and Sixty (60) of E. C. More's Subdivision of One Hundred Fifty-one (151) acres in the south part of the Southwest Quarter (SW 1/4) of Section Six (6), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Book 87, Page 55, Records of Boone County, Missouri.

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BEGINNING at the Northeast corner of the previously described Lease Area; thence South 89°15'30" East, a distance of 20.00 feet; thence South 00°44'30" West, a distance of 45.38 feet; thence South 06°26'05" East, a distance of 165.42 feet; thence South 89°15'30" East, a distance of 15.12 feet; thence South 00°44'30" West, a distance of 10.00 feet; thence North 89°15'30" West, a distance of 23.94 feet; thence North 06°26'05" West, a distance of 170.84 feet; thence North 89°15'30" West, a distance of 10.50 feet; thence North 00°44'30" East, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,855 square feet, more or less.