

2019 CenturyLink Ground Lease  
Page 1 of 32

**LEASE AND AGREEMENT  
FOR GROUND SITE  
AT THE COLUMBIA REGIONAL AIRPORT**

**THIS LEASE AND AGREEMENT**, entered by and between the City of Columbia, Missouri, a municipal corporation of the State of Missouri, (hereinafter Lessor) and CenturyLink Communications LLC, a Missouri limited liability company (hereinafter Lessee) effective on the date of the last signature herein:

**WITNESSETH:**

In consideration of the lease of real property, covenants and agreements contained herein, the parties agree as follows:

WHEREAS, Lessor is the owner of the Columbia Regional Airport (“COU”).

WHEREAS, Lessee provides telephone and other communication services at COU and the surrounding area.

WHEREAS, Lessee wishes to have access to land at COU for the purpose of constructing housing for certain telecommunication equipment.

THEREFORE, Lessor and Lessee have agreed to enter into this lease for ground described herein and located at COU.

**ARTICLE I. PREMISES**

Lessor hereby leases to Lessee for their exclusive use for housing and accessing telecommunication equipment and for no other use except as agreed to by the Lessor under provisions set forth herein, tracts of land with one approximately 25 feet by 25 feet and the other approximately 25 feet by 35 feet, (“the Leased Premises”) which is located Angel Lane, and more specifically described as follows:

**DESCRIPTION TRACT 1:**

**A FOUR (4) SIDED PARCEL OF LAND UPON THE COLUMBIA REGIONAL AIRPORT PROPERTY BEING DESIGNATED AS GROUND LEASE CENTURYLINK;**

**SITUATE IN THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12 WEST,**

BOONE COUNTY, MISSOURI; SAID PARCEL BEING DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF COYOTE ACRES  
RECORDED IN PLAT BOOK 43 PAGE 30 OF THE BOONE COUNTY RECORDS  
SAID CORNER BEING S 1°15'30"W, 33.00 FEET FROM THE NORTHWEST  
CORNER OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF  
SAID SECTION; THENCE N 1°15'30"E, 3.00 FEET; THENCE S 89°03'10" E,  
10.00 FEET; THENCE S 89°03'10"E, 25.00 FEET; THENCE S 01°15'30"W, 35.19  
FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING S 1°15'30"W, 25.00 FEET;  
THENCE N 88°44'30"W, 25.00 FEET ; THENCE N 1°15'30"E, 25.00 FEET;  
THENCE S 88°44'30"E, 25.00 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 625 SQUARE FEET.

DESCRIPTION TRACT 2:

A FOUR (4) SIDED PARCEL OF LAND UPON THE COLUMBIA REGIONAL  
AIRPORT PROPERTY BEING DESIGNATED AS GROUND LEASE  
CENTURYLINK-2;

SITUATE IN THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST  
QUARTER (1/4) OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12 WEST,  
BOONE COUNTY, MISSOURI; SAID PARCEL BEING DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF COYOTE ACRES  
RECORDED IN PLAT BOOK 43 PAGE 30 OF THE BOONE COUNTY RECORDS  
SAID CORNER BEING S 1°15'30"W, 33.00 FEET FROM THE NORTHWEST  
CORNER OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF  
SAID SECTION; THENCE N 1°15'30"E, 3.00 FEET; THENCE S 89°03'10" E,  
10.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING S 89°03'10"E, 25.00 FEET;  
THENCE S 1°15'30"W, 35.19 FEET; THENCE N 88°44'30"W, 25.00 FEET;  
THENCE N 1°15'30"E, 35.05 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 878 SQUARE FEET.

## **ARTICLE II. OBJECTIVES AND PURPOSE OF LEASE**

### **Section 2.01. Use of Leased Premises.**

Lessee leases the Leased Premises described above for constructing and housing telecommunication equipment and a driveway to access the building from Angel Lane, all at its expense.

**Section 2.02. Prohibited Uses.**

The following activities are expressly prohibited.

1. Lessee will not conduct, use, rent or sublease all or any part of the Leased Premises or the improvements located thereon for any non-airport aviation activity or other purpose.
2. Automobiles, trucks and vehicles are prohibited from parking on the ramps or taxiways.
3. No airside work is permitted under this lease. If airside work is desired, a separate agreement must be drafted and entered.
4. No placement, maintenance or relocation of utilities outside of the Leased Premises without the approval in writing of the Airport Manager.
5. No road or lane of a road may be closed or altered in any way without express advance approval in writing from the Airport Manager.
6. No open-cut of pavement shall be permitted without express advance approval in writing from the Airport Manager.

**Section 2.03. Informational obligations and advanced approval.**

Prior to the preparation of detailed construction plans, specifications and architectural renderings of any additional improvements, Lessee shall first submit plans showing the general site plan, design and character of improvements and their locations, including drainage and roadways to the Building & Site Development Program for approval. Lessee's plans shall meet City of Columbia design standards for the type of development proposed.

Prior to the installation or construction of any such building, roadway, structure, addition or improvement on the Leased Premises, Lessee shall first submit to the Building & Site Development Program for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and

specifications. Lessor may place reasonable conditions on the approval of final detailed construction plans as it deems necessary. Lessee shall comply with such reasonable conditions considered by the Lessor to be necessary.

Lessee agrees to submit to the Federal Aviation Administration, FAA Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination prior to any commencement of any construction or alteration, as required by Part 77 of the Federal Aviation Regulations.

**This lease does not authorize the placement of utilities outside of the Leased Premises. Prior to placing any utilities outside the Leased Premises Lessee must obtain separate written authorization from the Airport Manager.** The following information must be submitted to the Airport Manager in advance of any construction or utility placement on COU property:

- a) Name of utility company; its contractors, and any agents.
- b) Address of utility company; its contractors, and any agents.
- c) Contact name and phone number (and a 24-hour emergency number).
- d) Location of work – be specific. (Include Key Map showing proposed location on airport property). Also include:
  - Plan view drawings (to scale)
  - Right-of-way lines or easement lines
  - Proposed utility and proposed utility appurtenances
  - Horizontal distance from the proposed utility to a well-defined feature of a transportation facility (such as edge of travel lanes
  - Limits of work area (including staging, access points, or other areas to be used)
  - Maximum allowable operating pressures of proposed gas mains and the locations of proposed shut-off valves
  - Above ground features such as existing structures, or poles within the work area

- Underground features such as utilities, drainage pipes, FAA cables, or communication lines within the proposed work area as can be reasonably be obtained by a review of existing records
- e) Proposed method of work and project schedule
- f) List of proposed materials
- g) Size of trench or excavation (width/length/depth) and proposed method of installation, function, type, and largest reamer if used
- h) How long is the project – provide start and completion dates
- i) Proposed working hours, if applicable
- j) Traffic control plan and notes (number and location of lanes to be closed, etc.)
- k) A plan for access to and from the site shall be submitted
- l) Plans as required by Section 3
- m) Any equipment (crane, boring mast, antenna, etc.) or process that will require a height greater than fifteen (15) feet above ground level
- n) List of subcontractors to be utilized during the term of the project
- o) Federal Aviation Administration (FAA) Form 7460 and Results Letter as required

**Section 2.4. Operational obligations.**

Lessee is required to comply with the following in its operations on the Leased Premises.

1. Lessee shall comply with Lessor's Airport Storm Water Pollution Prevention Plan ("SWPPP"), as amended. Lessee shall obtain the copy of the SWPPP at its own expense prior to breaking ground at the site.
2. Lessee shall obtain all required building permits in advance of beginning construction.
3. Lessee shall assure that all utilities are marked in accordance with Missouri law prior to any construction or excavation occurring on the COU property, including the Leased Premises.

4. After construction is completed, record drawings (As-Builts) must be submitted to the Airport Manager as well as any other government office required by law to receive such drawings.
5. Lessee may have temporary access to an area five feet beyond the Leased Premises, other than onto Angel Lane, during construction provided the area outside the premises is restored to its original condition, including plant growth, within 30 days of completing construction or such other time as is established by the Airport Manager. Angel Lane shall not be closed or altered in any way without express advance approval in writing from the Airport Manager.

### **ARTICLE III. TERMS AND COMPENSATIONS**

#### **Section 3.01. Initial Term:**

The initial term of this agreement shall commence on its execution and shall terminate at midnight, August 31, 2040, subject to earlier termination as herein provided.

#### **Section 3.02. Rent:**

1. Lessee shall pay an initial annual rent of \$0.08 per square foot for the Leased Premises (1503 sq. ft.) totaling \$120.24 per year or \$10.02 per month, for the use of the leased property. Rent shall be due in advance on the first day of every month.
2. Lessee shall not be required to pay rent on buildings or improvements, constructed on the Leased Premises, for the life of this agreement.

#### **Section 3.04. Adjustment of Rents and Commissions.**

1. That rate for rents and commissions may be increased effective October 1 of each year beginning in 2020. Notice of the amount of any increase shall be mailed or hand-delivered by the Lessor to Lessee to the address listed in Section 14.14 at least 30 days in advance of the increase being effective. The City's failure to provide notice 30 days prior to October 1 shall not prevent the City from increasing rates of rent, fees and charges, but shall cause a delay in the effective date of any increases until the first day of the month following the thirty-day notice period.
2. Adjustments shall be equal to the percent increase in the Consumer Price Index (C.P.I.) for All Urban Consumers (all items) for the 12 month period

ending on June 30th of each year, not to exceed 15% of the payment for the preceding year.

**Section 3.05. Security for Payment.**

If Lessee becomes delinquent, Lessor's Airport Manager may require Lessee to provide security for the rentals and commissions due hereunder. Lessee shall comply with any one of the following three options, at Lessee's sole discretion, within fourteen (14) days following the receipt of the written notice by the Lessor, for an amount equal to three (3) month's rentals, fees and charges:

1. Post with the City a surety bond, to be maintained throughout the term hereof. Such bond shall be issued by a sound indemnity company and shall be in a form and content satisfactory to City.
2. Deliver to City an irrevocable letter of credit drawn in favor of City. Said irrevocable letter of credit shall be kept in force throughout the term of this Agreement and shall contain terms and conditions satisfactory to City.
3. Prepay estimated total rent due for a three month period. The deposit will be refunded at the termination of the lease or if, in the sole discretion of the Airport Manager, the deposit is no longer necessary.

**Section 3.06. Past Due Amounts.**

A 1.5% per month Late Charge will be assessed on all rents and commissions that are over thirty (30) days past due.

**ARTICLE IV. ADDITIONAL REQUIREMENTS**

**Section 4.01. Requirement for Improvements on Leased Premises.**

No additional improvements of any nature shall be made or installed by Lessee without the prior written consent of the Lessor as herein provided. Lessee can make internal improvements on the Leased Premises without Lessor's consent as long as said changes meet the City of Columbia building code requirements.

**Section 4.02. Alterations to Premises.**

Lessee shall not remove any of the buildings or improvements on the premises leased hereunder without prior written approval of the Lessor.

**Section 4.03. Lien Indemnification.**

In the event any person or corporation shall attempt to assess a Mechanic's Lien against the Leased Premises, Lessee shall hold Lessor harmless from such claim, including the cost of defense.

**Section 4.04. As-built Drawings.**

Within ninety (90) days following completion of any additional improvements, Lessee shall present to Lessor a complete set of "as-built" drawings including, but not limited to, architectural renderings, specifications, plumbing, and electrical plans.

**Section 4.05. Ownership of Improvements.**

Upon completion of the full lease term, any building, fixture, structure, addition or improvement, excluding personal property, on the Leased Premises shall immediately become the property of Lessor, as owner, subject only to the right of Lessee to use during the term of this Agreement and shall remain the property of Lessor thereafter with the sole right, title and interest thereto.

**ARTICLE V. OBLIGATION OF LESSEE**

**Section 5.01. Net Lease.**

The use and occupancy of the Leased Premises by Lessee will be without cost or expense to Lessor. It shall be the sole responsibility of Lessee to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense.

**Section 5.02. Maintenance and Operation.**

Lessee shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Airport premises. Lessee shall repair all damages to the Leased Premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all equipment thereon, including any buildings and improvements, and shall repaint the buildings as necessary.

Lessee shall be responsible for and perform all maintenance, including but not limited to:

1. Janitorial services, providing janitorial supplies, window washing, and rubbish and trash removal.
2. Supply and replacement of light bulbs in and on all buildings, obstruction lights and replacement of all glass in building, including plate glass.
3. Cleaning of stoppages in plumbing fixtures, drain lines and septic system to the first manhole outside the Leased Premises.
4. Replacement of floor covering.
5. Maintenance of all building and overhead doors and door operating systems, including weather stripping and glass replacement.
6. Building interior and exterior maintenance, including painting, repairing and replacement.
7. Repair or replacement of equipment and utilities to include electrical, mechanical and plumbing in all buildings, including but not limited to air conditioning and heating equipment. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs are to be made by craftsmen skilled in work done and performing such work regularly as a trade.
8. Lessee shall be responsible for all snow removal on the Leased Premises and shall do so in a manner which does not interfere with airport operations or damage to property.
9. Lessee shall perform all maintenance on Lessee-constructed structures, pavements, equipment, and utilities to the point where connected to the main source of supply or the first manhole outside of the Leased Premises, or to the utility corridor.
10. Lessee shall advise Lessor and obtain Lessor's consent in writing before making changes involving structural changes to building or premises, modifications or additions to plumbing, electrical or other utilities. To prevent the voiding of roof bond(s) and to maintain correct records by Lessor, any penetration of the roof shall be considered a structural change.
11. Lessee is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by Lessee in the

electrical loading which would exceed such capacity, written consent shall be obtained from the Airport Manager.

12. Lessee shall maintain and re-lamp all lights in and on the building and on the Leased Premises.
13. Lessee shall provide and maintain hand fire extinguishers for the interior of all buildings, shop parking and storage areas in accordance with applicable safety codes.
14. Lessee shall maintain and replace all landscaping and grounds as originally approved and installed.

Lessor's Airport Manager, at his discretion, shall be the sole judge of the quality of maintenance; and Lessee, upon written notice by Lessor to Lessee, and shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, Lessor shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. No waste shall be committed or damage done to the property of Lessor.

#### **Section 5.03. Utilities.**

Lessee shall assume and pay for all costs or charges for utilities services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all Storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefore.

#### **Section 5.04. Trash, Garbage, Etc.**

Lessee shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

#### **Section 5.05. Signs.**

Lessee shall not erect, maintain, or display upon the outside of any improvements on the Leased Premises any billboards or advertising signs; provided, however, that

Lessee may maintain on the outside of said buildings, its own name(s) on signs, the size, location and design of which shall be subject to the requirements of the City of Columbia Code of Ordinances.

**Section 5.06. Nondiscrimination.**

The lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**Section 5.07. Affirmative Action.**

The lessee for itself, its personal representatives, successors in interest, and assigned, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**Section 5.08. Observance of Statutes, etc.**

The granting of this Agreement and its acceptance by Lessee is conditioned upon the right to use the Airport facilities in common with others authorized to do so, provided, however, that Lessee shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State, or Local statutes, ordinances, regulations, orders and standards applicable to Lessee or Lessor for the use of the Leased Premises, including but not limited to, rules and regulations promulgated from time to time by the Lessor/Manager for the administration of the Airport.

**Section 5.09. Hazard Lights.**

Lessee shall, at its expense, provide and maintain hazard lights on any structure erected by Lessee on the Leased Premises, if required by Lessor or Federal Aviation Administration regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

**Section 5.10. Airport Security.**

Lessee recognizes Lessor's required compliance with Federal Aviation Regulations concerning airport security and agrees to comply with Lessor's directives concerning airport security in relation to its use of the demised premises.

**ARTICLE VI. OBLIGATIONS OF LESSOR**

**Section 6.01. Operation as a Public Airport.**

Lessor covenants and agrees that at all times it will operate and maintain the Airport facilities, as defined hereinabove, as a public Airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under Federal Airport Act.

**Section 6.02. Ingress and Egress.**

Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway serving the area of the Leased Premises. Airport roadways shall be used jointly with other tenants of the Airport, and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as Lessor deems necessary.

**Section 6.03. Construction by Lessor.**

No facilities or improvements are to be constructed by Lessor under this Agreement.

**ARTICLE VII. LESSOR'S RESERVATIONS**

**Section 7.01. Improvement, Relocation or Removal of Structure.**

Lessor, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Lessee understands that the primary mission of Lessor with respect to the Airport is to provide for present and future operational needs of aviation. In the event Lessor requires the Leased Premises for expansion, improvements, development of the Airport, Lessor reserves the right, on a six (6) months' notice, to require the relocation of Lessee's improvements to another location on the Airport chosen by Lessor. The cost of relocation shall be borne by Lessee. Should Lessor have no suitable location for such relocation on COU property, Lessor may terminate the lease.

**Section 7.02. Inspection of Leased Premises.**

Lessor, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement. The Federal Aviation Administration, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for determining compliance with federal statutes, regulations, orders and grant conditions.

**Section 7.03. Subordination to U.S. Government.**

This Agreement shall be subordinate to the provisions of any existing or future agreement(s) between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor for Federal funds for the development of the Airport.

**Section 7.04. War or National Emergency.**

During the time of war or national emergency, Lessor shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

**Section 7.05. Airport Protection.**

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

**ARTICLE VIII. INDEMNITY AND INSURANCE**

**Section 8.01. Indemnification.**

Lessee agrees to fully indemnify, and save forever harmless the Lessor, his agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defenses thereof, based on or arising out of claims for damages to property or injuries to persons, including wrongful death, or damages to the environment including but not limited to investigation, field study, and clean-up cost assessed by any federal or state agency against the City of Columbia, Airport Management, or any of its agents or employees, and arising out of Lessee's use or occupancy of the Leased Premises; provided, however, that Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions, and Lessee shall have the right to investigate, compromise and defend the same; and provided, however, that

Lessee shall not be liable for any claims, actions, injuries, damage or loss occasioned solely by any negligence or intentional acts of Lessor, its agents or employees.

**Section 8.02. Public Liability and Automobile Insurance**

Lessee shall, at its expense, procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company reasonably acceptable to Lessor, public liability insurance, with independent contractor's coverage and contractual liability coverage, insuring Lessee, and the Lessor the City of Columbia as an additional insured, for personal injury and property damage, and such other insurance necessary to protect Lessor from such claims and action aforesaid. Without limiting its liability, Lessee agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than Missouri's annual sovereign immunity limits, as provided by the Missouri Department of Insurance per Missouri Revised Statute Section 537.610. Lessee shall furnish Lessor with evidence of coverage. Lessee's insurance program can be verified as complying with the insurance requirements herein by accessing [www.centurylink.com/moi](http://www.centurylink.com/moi) Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. Lessee shall maintain Automobile Liability insurance for all of Lessee's autos used in the performance of this Lease with combined single limits no less than \$2,000,000 for bodily injury and property damage.

**Section 8.03. Environmental Impairment Insurance.**

Lessee shall, at its expense, procure and keep in force at all times during the term of this agreement, from a financially sound and reputable company reasonably acceptable to Lessor, environmental impairment insurance, with contractual liability coverage, insuring Lessee, and the Lessor the City of Columbia as an additional insured, for claims alleging environmental impairment, to protect Lessee, and the Lessor from such claims and actions aforesaid. Without limiting its liability, Lessee agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than Missouri's annually adjusted sovereign immunity limits, as provided by the Missouri Department of Insurance per Missouri Revised Statute Section 537.610, which is officially published by the Missouri Secretary of State in the Missouri Register and may be available at website of the Department of Insurance. Lessee shall furnish Lessor with evidence of coverage. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

**Section 8.04. Fire and Extended Coverage Insurance.**

Lessee shall, at its expense, procure and keep in force at all times during the term of this Agreement with a company reasonably acceptable to Lessor, insurance on the improvements on the Leased Premises against loss and damage by fire, aircraft and extended coverage perils. Lessee shall furnish evidence of insurance in an amount no less than the replacement cost of the improvements.

**Section 8.05. Application of Insurance Proceeds.**

If the fixed improvements placed upon the Leased Premises shall be totally destroyed or extensively damaged and if Lessor and Lessee shall elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss shall be apportioned between Lessor and Lessee, with Lessor receiving the same proportion of such proceeds as the then expired portion of the Agreement term bears to the full Agreement term, and Lessee receiving the balance. The Agreement shall then be cancelled. If the damage results from an insurable cause and the Lessee shall elect to restore the same with reasonable promptness, it shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration, in which event this Agreement shall continue in full force and effect.

**Section 8.06. Destruction of Premises - Termination.**

In the event of damage to or destruction or loss of the building or buildings by an insured or uninsured risk, Lessee shall promptly repair, restore and rebuild said building or buildings as nearly as possible to the condition they were in immediately prior to such damage or destruction.

If the building or buildings shall be damaged in such manner as to render them unusable in whole or in part, the rental provided to be paid under the terms of this Agreement shall be abated or reduced proportionately during the period from the date of such damage or destruction until the work of repairing, restoring or reconstructing said building or buildings is completed.

**Section 8.07. No Waiver of Immunities**

In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**ARTICLE IX. CANCELLATION BY LESSOR**

**Section 9.01. Events of Default by Lessee**

Each of the following events shall constitute an "Event of Default by Lessee":

1. Lessee fails to pay rentals, fees and charges when due, and such default continues for a period of ten (10) days after receipt of written notice from Lessor that such non-payment constitutes an event of default.
2. Lessee fails after receipt of written notice from Lessor to keep, perform or observe any term, covenant or condition of this Agreement, other than as set forth in sub-section A (above) and such failure continues for thirty (30) days after such receipt, or if by its nature such Event of Default by Lessee cannot be cured within such thirty (30) day period, Lessee fails to commence to cure or remove such Event of Default by Lessee within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.
3. Lessee shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under another law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidation of all or substantially all of its property.
4. An Order for Relief shall be entered at the request of Lessee or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.
5. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Lessee and shall not be dismissed within thirty (30) days after the filing thereof.
6. By or pursuant to or under the City of any legislative act, resolution or rule, or any order of decree of any court or governmental board or agency, an officer, receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee and such possession or control shall continue in effect for a period of fifteen (15) days.

7. Lessee shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter other than through merger with a successor corporation.
8. The rights of Lessee hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in paragraph 3 through paragraph 7 above.

**Section 9.02. Remedies for Lessee' Default.**

1. Upon the occurrence of an Event of Default by Lessee, Lessee shall remain liable to Lessor for all arrearages of rentals, fees and charges payable hereunder and for all preceding breach(es) of any covenant herein contained. Lessor, in addition to the right of termination and to any other rights or remedies it may have at law or in equity, shall have the right of reentry and may remove all Lessee's persons and property from the leased premises. Upon any such removal, Lessee's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an Event of Default by Lessee, either terminate this Agreement or relet the leased premises and any improvements hereof or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rentals, fees and charges and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said leased premises. No reentry or reletting of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Agreement unless a written notice of such intention is given to Lessee. In reletting the leased premises, Lessor shall be obligated to make a good faith effort to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of Event of Default by Lessee.
2. Unless Lessor elects to terminate this Agreement, Lessee shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth hereinbefore.

3. In the event that Lessor relets the leased premises, rentals, fees and charges received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that portion of such rentals, fees and charges received from such reletting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during applicable period by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Lessee shall also pay to Lessor, as soon as ascertained, any costs and Expenses incurred by Lessor in such reletting not covered by the rentals, fees and charges received from such reletting.
4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between Lessor and Lessee with respect to any obligation or alleged obligation of Lessee to make payment(s) to Lessor, the payment(s) under protest by Lessee of the amount claimed by Lessor to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines all or any part of the protested payment was not due, then Lessor shall as promptly as reasonably practicable reimburse Lessee any amount determined as not due plus interest on such amount at the highest rate allowable under applicable state law.
5. Lessee shall pay to Lessor all reasonable costs, fees, and expenses incurred by Lessor in the exercise of any remedy upon an Event of Default by Lessee.

## **ARTICLE X. CANCELLATION BY LESSEE EVENTS OF DEFAULT BY LESSOR**

### **Section 10.01. Events of Default by Lessor.**

Each of the following events shall constitute an "Event of Default by Lessor":

1. Lessor fails after receipt of written notice from Lessee to keep, perform or observe any term, covenant or condition herein contained to be kept, performed, or observed by Lessor and such failure continues for thirty (30) days, or if by its nature such Event of Default by Lessor cannot be

cured within such thirty (30) day period, Lessor fails to commence to cure or remove such Event of Default by Lessor within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.

2. Lessor closes Airport to flights in general or to the flights of Lessee, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen Airport to such flights within sixty (60) days of such closure.
3. The Lessor is permanently closed as an airport by act of any federal, state or local government agency having competent jurisdiction.
4. Lessor is unable to use Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of Airport or any part thereof for Airport purposes, and such injunction remains in force for a period of at least sixty (60) days.
5. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of Airport and its facilities in such a manner as to substantially restrict Lessee from conducting its operations, and such restrictions shall continue for a period of at least sixty (60) days.

**Section 10.02. Remedies for Lessor's Defaults.**

Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to suspend or terminate this Agreement and all rentals, fees and charges payable by Lessee under this Agreement shall abate during a period of suspension or shall terminate, as the case may be. In the event that Lessee's operations at Airport should be restricted substantially by action of any governmental agency having jurisdiction thereof, then Lessee shall, in addition to the rights of termination herein granted, have the right to a suspension of this Agreement, or part thereof, and abatement of an equitable proportion of the payments due hereunder, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored.

## **ARTICLE XI. RIGHTS UNDER TERMINATION**

### **Section 11.01. Fixed Improvements.**

It is the intent of this Agreement that upon termination, the real estate, leasehold improvements and any alterations thereto shall be and remain the property of Lessor.

### **Section 11.02. Personal Property.**

Upon termination of this Agreement, Lessee shall remove all personal property from the Demised Premises within thirty (30) days after said termination and restore the Demised Premises to its original condition. If Lessee fails to remove said personal property, said property may thereafter be removed by Lessor at Lessee's expense.

## **ARTICLE XII. ASSIGNMENT AND SUBLETTING**

Lessee shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of Lessor (subject to Section 14.13), provided, however, that Lessee shall have the right to assign this Agreement in whole or in part to (i) an entity which controls, is controlled by or is under common control with Lessee, including affiliates of Lessee, or (ii) an entity which succeeds to all or substantially all of Lessee's assets or equity by purchase, merger, consolidation, or otherwise, or (iii) a party providing financing to the Lessee. .

## **ARTICLE XIII. QUIET ENJOYMENT**

Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements, and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Leased Premises for the term of aforesaid, free from molestation, eviction or disturbance.

## **ARTICLE XIV. GENERAL PROVISION**

### **Section 14.01. Non-Interference with Operations of Airport**

Lessee, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right

to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

Lessor shall maintain and keep in repair the Airport landing areas, including taxiways and aircraft parking apron and shall have the right to direct and control all activities of the Lessee in this regard.

**Section 14.02. Attorney's Fees.**

In any action brought by either party for the enforcement of the obligations of the other party, Lessor shall be entitled to recover interest and its reasonable attorney's fees.

**Section 14.03. Taxes.**

Lessee shall pay any leasehold interest tax assessed and all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to Lessee located on the Leased Premises, or other permitted portions of the Airport.

**Section 14.04. Right to Contest.**

Lessee shall have the right to contest the validity or amount of any tax, assessment or charge, lien, or claim of any kind in respect to the Premises. Lessee shall, if Lessor requires the same in writing and if the taxes or other assessments have not been paid under protest or otherwise escrowed or provided for, furnish reasonable security for the payment of all liability, costs and expenses at the end of the litigation, and Lessee, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder by the nonpayment thereof; provided, however, that Lessee shall not, under these provisions, permit the Premises or any buildings or improvements situated thereon, to be sold or forfeited, and failure by Lessee to do what is necessary to prevent any such sale or forfeiture within ten (10) days from the publication or receipt of notice for sale or forfeiture, shall be deemed to be a default hereunder, and Lessor may, at its option, pay any such sum as may be required to avoid the sale or forfeiture and seek reimbursement for its cost from Lessee.

**Section 14.05. License Fees and Permits.**

Lessee shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this agreement and the privileges extended hereunder.

**Section 14.06. Non Exclusive Rights.**

It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to Lessee or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.

**Section 14.07. Paragraph Headings.**

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

**Section 14.08. Interpretations.**

This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Boone County, Missouri.

**Section 14.09. Non-Waiver.**

No waiver of any condition or covenant in this instrument contained or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

**Section 14.10. Severability.**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 14.11. Binding Effect.**

This lease, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**Section 14.12. No Partnership.**

Nothing contained in this Lease shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

**Section 14.13. Duty to be Reasonable.**

Wherever in this Agreement the Lessor is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

**Section 14.14. Notices.**

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

Airport Manager  
Columbia Regional Airport  
11300 S. Airport Dr.  
Columbia, MO 65201

All payments required of Lessee by this Agreement shall be delivered by the due date to:

Columbia Regional Airport  
PO Box 6912  
ATTN: Treasury  
Columbia, MO 65205

And notices, consents and approvals to Lessee addressed to:

**Victoria Bucher**  
**Right of Way Agent**  
~~425 N. 3<sup>rd</sup> Street~~ 33 N. MAIN ST  
~~Leesburg, FL 34748~~ WINTER GARDEN, FL  
**352-431-2641** 34787

or such place as either party shall, by written directive, designate in the manner herein provided.

**Section 14.15. Discrimination Complaints.**

All complaints against Lessee of discrimination on the basis of race, color, national origin, sex, age or religion related in any way to Lessee's operations at COU shall be reported to COU's Title VI Coordinator, within three (3) calendar days of the tenant receiving the complaint.

Title VI complaints may be on the COU's Complaint form or any other written format. All complaints should contain the Complainant name, contact information, name of the tenant employee the complaint is against, and a description of the incident. All complaints shall be reported to the following by mail or by email:

Mail:

City of Columbia  
Law Department  
ATTN: Title VI Coordinator  
P.O. Box 6015  
Columbia, MO 65205

Email:

ColumbiaRegional@Como.Gov

**Section 14.16. Limited English Proficiency Resources.**

COU employees and tenants will provide individuals with a limited English proficiency with access to CTS Language Link, a free phone service that provides interpreting services for foreign languages. Notice to customers of this service is located on signage in the terminal and on the COU website.

**ARTICLE XV. REQUIRED FEDERAL CONTRACT PROVISIONS FOR LEASES**

**Section 15.01. General Civil Rights Provisions**

The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity

conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

**Section 15.02. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal

Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Section 15.03. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program**

1. The Lessee for itself and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements

imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the license and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

**Section 15.04. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

- A. The Lessee for itself and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to leases, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

**Section 15.05. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

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- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**Section 15.06. Clean Air and Water Pollution Control**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Lessor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Lessee have caused this instrument to be executed on its behalf by its duly authorized officers and its corporate seal affixed and the City of Columbia, by resolution of its City Council giving authority so to do, has caused this instrument to be executed by its City Manager on behalf and its corporate seal affixed, on the day and year first above written. This instrument has been executed in duplicate.

LESSOR:  
CITY OF COLUMBIA, MISSOURI

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

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

LESSEE:  
CENTURYLINK COMMUNICATIONS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

