

Market: KS/MO
 Cell Site Number: COL013F
 Cell Site Name: Columbia East
 Fixed Asset Number: 10011049

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Columbia, Missouri, a municipal corporation, having a mailing address of 701 East Broadway, P.O. Box 6015, Columbia, MO 65201 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns that certain property located at 1160 Cinnamon Hill Lane, Columbia, MO 65201, as more particularly described in **Exhibit 1** attached hereto (the "**Property**"). Landlord has constructed a water tower on the Property, known as Shepard Water Tower (the "**Tower**"). Pursuant to that certain Commercial Mobile Radio Service Antenna Agreement dated September 7, 2000, Landlord leased to Tenant (or its predecessor in interest) a portion of the Property adjacent to the Tower for the installation of a 190' monopole (the "**Monopole**"). Landlord desires to grant to Tenant the continued right to use such portion of the Property in accordance with this Agreement. Upon the Effective Date, this Agreement hereby supersedes and replaces in its entirety that certain Commercial Mobile Radio Service Antenna Agreement ("**Prior Agreement**") dated September 7, 2000 by and between Landlord, as Landlord and Ameritech Mobile Communications, Inc.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Ground space consisting of a 71' x 35' area, as described on attached **Exhibit 1**, for the placement of Tenant's equipment (the "**Ground Space**"); and

(b) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space and the Monopole and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and the Monopole; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the public right-of-way to the Premises. The Ground Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

(c) Tenant hereby acknowledges and agrees that Landlord owns and maintains the Property and Tower primarily to provide adequate water service and pressure to residents of the City of Columbia (the "**City**"). Further, Tenant acknowledges that Landlord has located emergency and general communications equipment at the Property in order to serve and protect the residents of the City and that Tenant's lease of the Premises is not an agreement by the Landlord to create a transferable business interest in the Property for the benefit of Tenant or to subordinate the Landlord's use of the Property to Tenant.

2. **PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, including but not necessarily limited to the Monopole, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**” or “**Communication Facilities**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use; however, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the Monopole, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant shall give Landlord at least forty-eight (48) hours’ advance notice prior to performing any upgrades or new construction work at the Premises; provided, however, in the event of an emergency or routine maintenance work, Tenant shall give Landlord as much notice as is reasonably possible under the circumstances.

3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on October 1, 2023. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year terms (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. RENT.

(a) Commencing on October 1, 2023, Tenant will pay Landlord Thirty-One Thousand One Hundred Four and No/100 Dollars (\$31,104.00) per year, paid annually in advance, (the "**Rent**"), at the address set forth above. Tenant acknowledges that the annual Rent under the Prior Agreement for the period of September 7, 2022 through September 6, 2023 in the amount of \$31, 104.00 is due and owing to Landlord, and that such prior Rent shall be paid to Landlord within sixty (60) days of the Effective Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by twenty percent (20%) over the applicable Rent in effect during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**").

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b)

Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect a commercial general liability policy per ISO form CG 00 01 or its equivalent. Said policy of commercial general liability insurance will provide a combined single limit of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate, and umbrella/excess liability insurance of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Tenant may use any combination of primary and excess insurance to meet the total limits required.

8. **INTERFERENCE.**

(a) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Tenant's use of the Premises shall not interfere with the Landlord's use of the Property for a water tower nor shall it interfere with the Landlord's emergency or general governmental operations. In the event Tenant's use does interfere with the Landlord's use of the Property for a water tower or with Landlord's emergency or general governmental operations, Landlord shall give Tenant written notice of such interference and Tenant shall have thirty (30) days from the date of such notice to end any such interference. Landlord's obligation to give Tenant notice of such interference and an opportunity to end the interference shall not preclude Landlord from taking those steps it deems necessary to protect its water tower, water supply and emergency or general governmental operations from such interference. If, after thirty (30) days, Tenant is unable or for any reason does not cure the interference, Landlord may terminate this agreement upon fifteen (15) days' written notice to Tenant.

(c) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) To the extent allowed by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully

cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; and (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

11. ACCESS.

(a) At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from the shared access road leading off of Cinnamon Hill Lane to the Premises, as depicted in **Exhibit 1**, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Prior to accessing the Premises, Tenant shall provide at least forty-eight (48) hours advance notice to the City of Columbia Water and Light Department by calling William Strawn at 573-874-6210 (office) and 573-819-6620 (cell), or Scott Hern at 573-874-6211 (office) and 573-537-74872 (cell); provided, however, that in the event of an emergency or maintenance work, Tenant shall provide as much notice as possible under the circumstances. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 11, such failure shall be a default under this Agreement. Tenant shall have no access to the fenced area containing the Tower.

(b) In the event of an emergency that requires Landlord to access the Tower or Premises in a manner which interferes with Tenant's Permitted Use, Landlord will notify Tenant as soon as possible by calling Tenant's Mobility Network Reliability Center at 1-800-638-2822. However, Landlord does not guarantee that in the event of such an emergency Tenant will receive notice Tenant deems adequate. The Rent shall be abated for the amount of time Landlord's emergency access interferes with Tenant's use of the Premises and Communications Facility. Tenant shall have the right to terminate this Agreement upon written notice to Landlord if Landlord's emergency access continues to interfere with Tenant's use of the Premises and Communications Facility for more than thirty (30) days.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to Tenant's Affiliate. Upon notification to Landlord of such assignment, transfer or sale and confirmation that Tenant's Affiliate has complied with the insurance requirements set forth in Section 7, above, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: COL013F; Cell Site Name: Columbia East (MO)
Fixed Asset #: 10011049
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: COL013F; Cell Site Name: Columbia East (MO)
Fixed Asset #: 10011049
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: Law Department
City of Columbia, Missouri
701 East Broadway
P.O. Box 6015
Columbia, MO 65201

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

19. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement.

(b) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion.

(c) The provisions of this Section 19 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

20. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 20(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law, and venue shall be in Boone County, MO or the U.S. Western District Court.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii)

to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9 or its respective equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

(q) **Nonwaiver of Immunities.** Nothing in this Agreement shall be construed to be a waiver or limitation of Landlord's rights or defenses under the applicable sovereign, governmental or official immunities as provided by state and federal law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Columbia, Missouri,
a municipal corporation

ATTEST:

Sheila Amin, City Clerk

By: _____

Print Name: De’Carlon Seewood

Its: City Manager

Date: _____


Approved to Form

Nancy Thompson, City Counselor

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:  _____

Print Name: MICHAEL BRIDWELL
Area Mgr - Const & Eng

Its: _____

Date: 8/3/23

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

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to the Lease Agreement dated _____, 2023, by and between the City of Columbia, Missouri, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A tract of land, part of the West Half of the East Half of Section 17, Township 48 North, Range 12 West, described as follows: Beginning at the southeast corner of the Survey of a 4.55 acre church site, recorded in Book 347 at Page 75 of the Records of Boone County, Missouri; thence North 0°03' West for 250 feet along the east line of said church site; thence east for 250 feet; thence South 0°03' east for 250 feet; thence West 250 feet to the point of beginning; comprising 1.43 acres more or less.

An easement described as follows: A 50-foot wide strip of land, part of the west half of the southeast quarter of Section 17, Township 48 N, Range 12 W, the north line of which is described as follows: Beginning at the south-southwest corner of a survey of a 4.55 acre church site, recorded in Book 347 at Page 75 of the Records of Boone County, Missouri, said corner being on the east right-of-way line of U. S. Highway 63; thence eastward for 550 feet, more or less, to the end of said easement strip, EXCEPT that part described in paragraphs 14.00, 14.10 14.11, 14.12, 14.13 and 14.14 of the petition in case styled State of Missouri, ex rel State Highway Commission of Missouri, Plaintiff, vs. John L. Riddick, et al, Defendants, Case No. 56,044 in the Circuit Court of Boone County, Missouri, for use as permanent easement to construct and maintain an access road to the water tower site, including the right to drain a pond covering part of the easement, and to construct, operate, replace, repair and maintain water drains and electric light and power transmission lines.

The Premises are described and/or depicted as follows:

[Continued on following page]



**COLUMBIA EAST
MO2199
FA#: 10011049
PACE ID: MRKSL056429
5G NR C-BAND/DoD C-BAND
190' - MONOPOLE**



PROJECT/PHASE NO: 129331.2088
DRAWN BY: VDP
CHECKED BY: TD

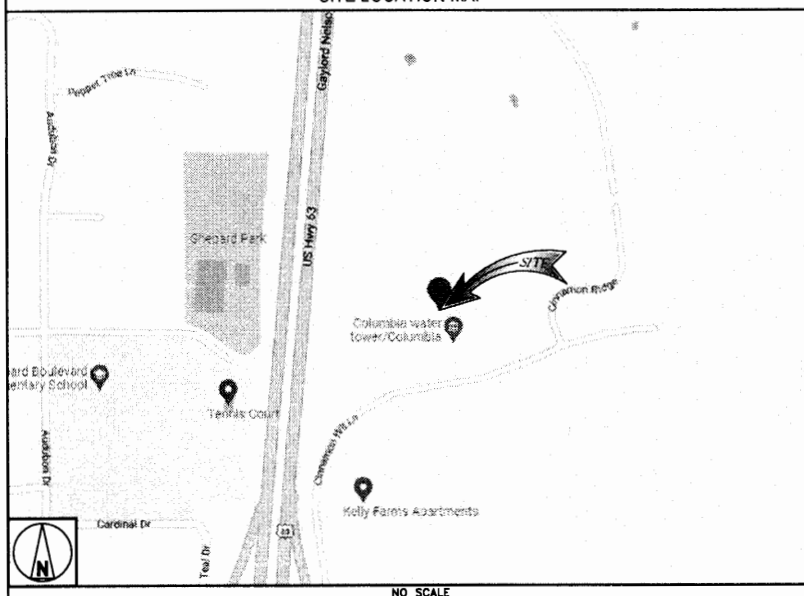
SITE INFORMATION

PROPERTY OWNER: AT&T TOWERS
200 N. WARNER RD.
KING OF PRUSSIA, PA 19406
TOWER OWNER: AT&T TOWERS
SITE CONTACT: NA
COUNTY: BOONE
LATITUDE (NAD 83): 38° 56' 18.4" N
38.937882
LONGITUDE (NAD 83): 92° 17' 33.1" W
-92.292514
OCCUPANCY GROUP: U
CONSTRUCTION TYPE: V-B
POWER COMPANY: NA
TELEPHONE COMPANY: NA

CONTACT INFORMATION

ENGINEER: BLACK & VEATCH CORPORATION
6800 W. 115TH ST. SUITE 2292
OVERLAND PARK, KS 66211
CONTACT: TYLER DAVISON
(813) 458-9854
CONSTRUCTION MANAGER: KELLY MORRISON
(836) 472-8559
SITE ACQUISITION MANAGER: MONICA BRATTI
(813) 458-8349
RF ENGINEER: AMOR SIMEON
(836) 479-0136

SITE LOCATION MAP



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

ENGINEERING

2018 INTERNATIONAL BUILDING CODE OR ADOPTED CODE
2017 NATIONAL ELECTRIC CODE OR ADOPTED CODE
TIA/EIA-222-H OR ADOPTED CODE

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
C-1	EQUIPMENT LAYOUT
C-2	ELEVATION
C-3	ANTENNA LAYOUT AND SCHEDULE
C-4	EQUIPMENT DETAILS
RF-1	CABLE COLOR CODING
C-1	GROUNDING ONE-LINE ANTENNA EQUIPMENT
GN-1	LEGEND & ABBREVIATIONS
GN-2	GENERAL CONSTRUCTION NOTES
GN-3	GENERAL ELECTRICAL NOTES
-	RF PLUMBING DIAGRAM ATTACHED

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



UNDERGROUND
SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811

48 HOURS BEFORE YOU DIG

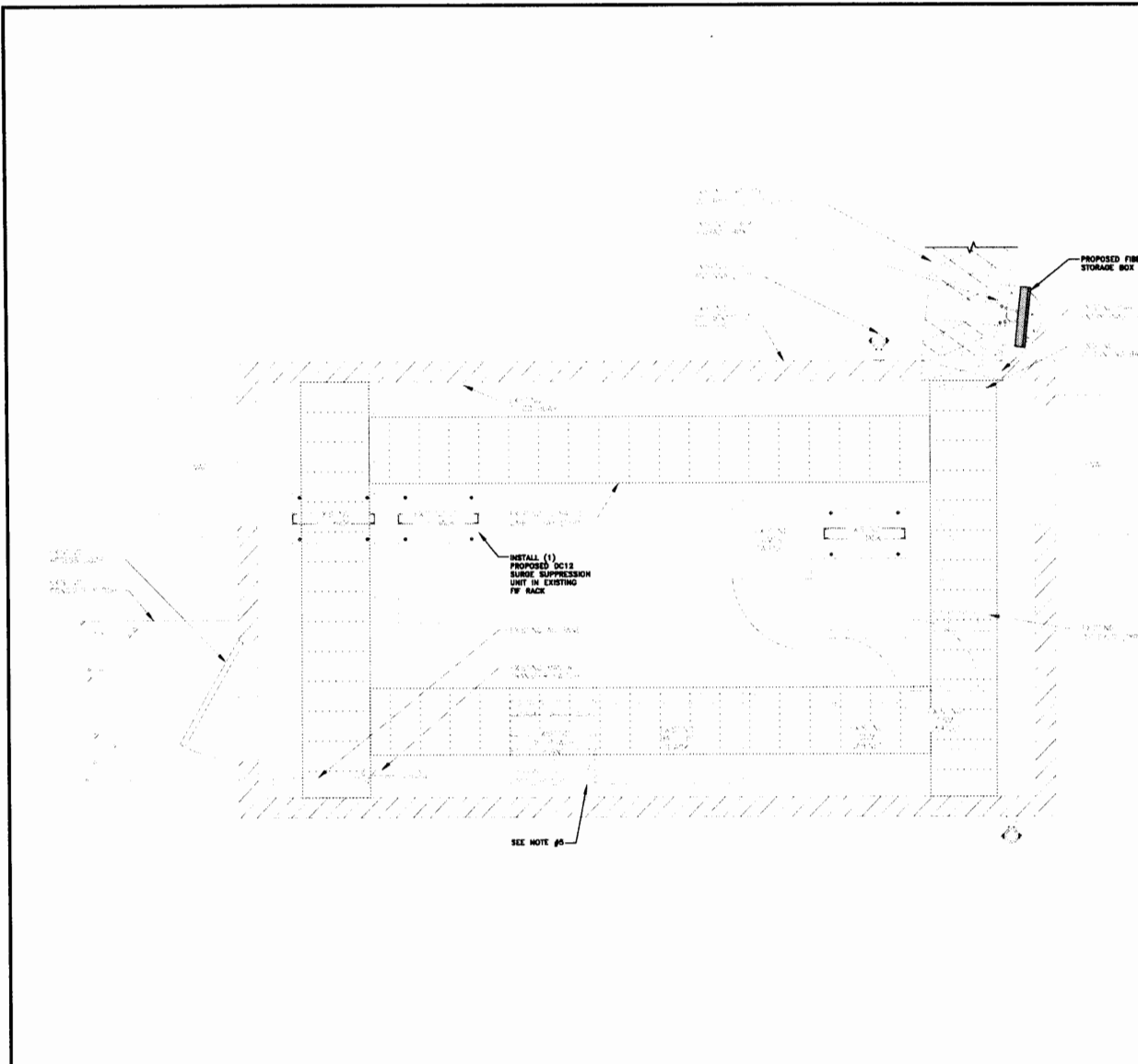
PRELIMINARY

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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DoD C-BAND

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



FINAL EQUIPMENT LAYOUT

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL FIELD VERIFY EXISTING HVAC UNITS. IF LESS THAN 3 TON RATING, CONTRACTOR SHALL REMOVE EXISTING UNITS AND REPLACE WITH 3 TON RATED UNITS, MATCHING EXISTING MANUFACTURER.
3. IF APPLICABLE, FPM4 BRU TO BE INSTALLED/UPGRADED AND GROUNDED BY OTHERS, PER AT&T INSTALLATION STANDARDS.
4. EXISTING RACK MOUNTED DC8 SURGE SUPPRESSION UNIT SHALL BE UPGRADED WITH PROPOSED MODULES OR SWAPPED OUT FOR PROPOSED RACK MOUNTED DC12 SURGE SUPPRESSION UNIT, WHEN REQUIRED FOR UPGRADE.
5. CONTRACTOR TO INSTALL POWER CONVERTERS IN DC CONVERTER FOR PROPOSED RRHs.

NOTES

- INSTALL:**
- (1) PROPOSED FIBER STORAGE BOX
 - (1) PROPOSED DC12 SURGE SUPPRESSION UNIT

GROUND SCOPE OF WORK



7801 FARLEY
OVERLAND PARK, KS 66204



BLACK & VEATCH

6800 W. 115TH ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT/PHASE NO: 128331.2088

DRAWN BY: VDP

CHECKED BY: TD

REV	DATE	DESCRIPTION
A	07/26/22	ISSUED FOR REVIEW

PRELIMINARY

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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DoD C-BAND

SHEET TITLE
EQUIPMENT LAYOUT

SHEET NUMBER

C-1



12" = 8'
3/4" = 1'-0"

THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.

196' OH



EXISTING/PROPOSED AT&T EQUIPMENT
CL. EL. 180'-0" ± AGL

TO BE INSTALLED:
(1) PROPOSED 24-PAIR FIBER TRUNK CABLE IN
(2) PROPOSED 2" FLEX CONDUITS
ALONG EXISTING AT&T CABLE ROUTE, SEE NOTE #3

REMOVE:
• (6) EXISTING ANTENNAS
• (9) EXISTING RRHs
• (12) EXISTING TMAbs

INSTALL:
• (9) PROPOSED ANTENNAS
• (6) PROPOSED RRHs
• (1) PROPOSED DCS SURGE SUPPRESSION UNIT
• (1) PROPOSED FIBER TRUNK CABLE
• (3) PROPOSED DC POWER TRUNK CABLES
• (2) PROPOSED 2" FLEX CONDUITS

TOWER SCOPE OF WORK

B

THE EXISTING TOWER SHALL BE ANALYZED TO DETERMINE ITS STRUCTURAL CAPACITY TO SUPPORT THE EXISTING AND PROPOSED CABLES AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE EXISTING AND PROPOSED LOADING CONTAINED WITHIN THESE DRAWINGS. NO WORK SHALL COMMENCE ON THIS TOWER UNTIL A PASSING STRUCTURAL ANALYSIS OR STRUCTURAL OPINION LETTER HAS BEEN RECEIVED, APPROVED BY THE TOWER OWNER OR AT&T, AND REVIEWED BY BLACK & VEATCH.

STRUCTURAL ANALYSIS NOTE

C

THE EXISTING ANTENNA MOUNTS ARE CURRENTLY BEING ANALYZED BY BLACK & VEATCH TO DETERMINE THEIR STRUCTURAL CAPACITY TO SUPPORT THE PROPOSED NEW LOADING. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE ANTENNA MOUNT ANALYSIS WILL SHOW THAT THE ANTENNA MOUNTS HAVE SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADING. INSTALLATION OF THE PROPOSED NEW LOADING SHALL NOT COMMENCE UNTIL AN APPROVED ANTENNA MOUNTS ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T AND HAS BEEN REVIEWED BY BLACK & VEATCH.

MOUNT ANALYSIS NOTE

D

- GROUND EQUIPMENT NOT SHOWN FOR CLARITY.
- ANY ADDITIONAL EQUIPMENT NOTED ON THE STRUCTURAL ANALYSIS SHOULD BE CONSIDERED AS RESERVED LOADING, WHICH COULD BE INSTALLED AT A FUTURE DATE.
- CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS FOR THE FINAL CABLE ROUTING, PLACEMENT, AND QUANTITY OF ALL AT&T CABLES.

GENERAL NOTES

E



7801 FARLEY
OVERLAND PARK, KS 66204



BLACK & VEATCH

6800 W. 115TH ST. SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT/PHASE NO: 129331.2088

DRAWN BY: VDP

CHECKED BY: TD

REV	DATE	DESCRIPTION
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PRELIMINARY

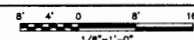
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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DoD C-BAND

SHEET TITLE
ELEVATION

SHEET NUMBER
C-2

FINAL ELEVATION



A

SECTOR	ANTENNA MODEL NUMBER	TECHNOLOGY	ADDRESS	THE SURVEY	EXISTING			SURGE SUPPRESSION UNIT	ANTENNA MODEL NUMBER	TECHNOLOGY	ADDRESS	PROPOSED			SURGE SUPPRESSION UNIT
					RRH MODEL NUMBER	RRH MODEL NUMBER	RRH MODEL NUMBER					RRH MODEL NUMBER	RRH MODEL NUMBER	RRH MODEL NUMBER	
A1									CCI	LTE 4G/5G	19			AIRSCALE DUAL RRH 4T4R 85/19 240W AHCBS	
A5									NOKIA AERU NOKIA AERU	5G NR C-BAND/DoD-BAND	19			(INTEGRATED)	
B1									CCI	LTE 5G/5G NR	139			AIRSCALE DUAL RRH 4T4R 85/19 240W AHCBS	
B5									NOKIA AERU NOKIA AERU	5G NR C-BAND/DoD-BAND	139			(INTEGRATED)	
C1									CCI	LTE 5G/5G NR	259			AIRSCALE DUAL RRH 4T4R 85/19 240W AHCBS	
C5									NOKIA AERU NOKIA AERU	5G NR C-BAND/DoD-BAND	259			(INTEGRATED)	

RFDS VERSION: CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
*EXISTING EQUIPMENT TO BE REMOVED.

- SEE ANTENNA CONFIGURATION FOR MODEL NUMBERS AND ADJUSTMENTS.
- EXACT PLACEMENT OF RRH TO BE FIELD VERIFIED AND NOT EXCEED ANTENNA DIMENSIONS ON TOWER.
- PROPOSED EQUIPMENT MOUNTED TO THE TOWER LEG TO BE INSTALLED IN A MANNER THAT DOES NOT INTERFERE WITH CLIMBING APPARATUS.
- ANTENNAS SHALL BE LOCATED SPECIFICALLY AS SHOWN, PER THE ANTENNA MOUNT ANALYSIS, FOR LOAD DISTRIBUTION.
- WHEN STACKING COAX 3 OR MORE DEEP, USE STACKABLE SNAP-IN, TALLEY PART NUMBER SSH-158-3 OR ENGINEER-APPROVED EQUAL.
- CONTRACTOR SHALL REFERENCE THE MOUNT ANALYSIS LETTER AND INSTALL PROPOSED MOUNT IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS IF APPLICABLE.
- WHEN REMOVING COAX, CONTRACTOR TO FIELD VERIFY EXACT COAX TO BE REMOVED AND RE-STACK TO MATCH STRUCTURAL ANALYSIS.



7801 FARLEY
OVERLAND PARK, KS 66204



BLACK & VEATCH

6800 W. 115TH ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT/PHASE NO: 129331.2088

DRAWN BY: VDP

CHECKED BY: TD

A 07/29/23 ISSUED FOR REVIEW
REV DATE DESCRIPTION

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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DoD C-BAND

SHEET TITLE
ANTENNA LAYOUT
AND SCHEDULE

SHEET NUMBER

C-3

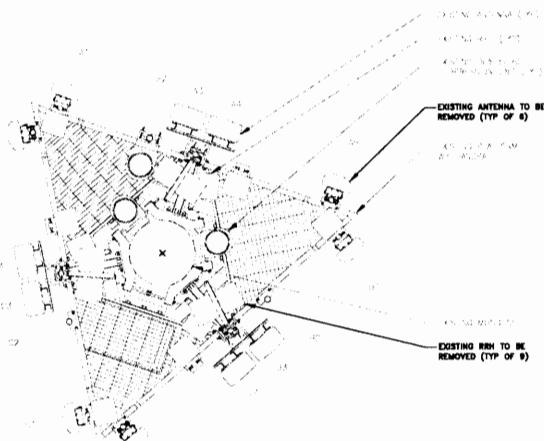
ANTENNA CONFIGURATION

NO SCALE

A

CONSTRUCTION NOTES

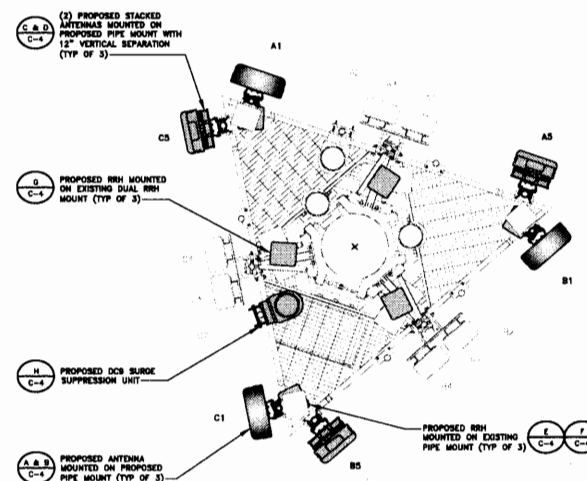
B



EXISTING ANTENNA LAYOUT

NO SCALE

C



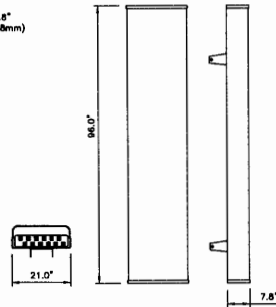
PROPOSED ANTENNA LAYOUT

NO SCALE

D

CCI TPA65R-BU8D

DIMENSIONS, HxWxD: 98.0"x21.0"x7.8"
(2486x534x198mm)
WEIGHT: 87.5 lbs



PROPOSED ANTENNA SPECIFICATIONS

NO SCALE

A

SEE NOTE #3

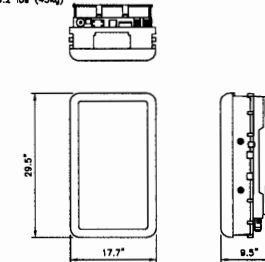
ANTENNA PIPE MOUNTING DETAIL

NO SCALE

B

AIRSCALE MAA 64T64R 192AE N77 200W AEQU/AEQK C-BAND/DO-D-BAND

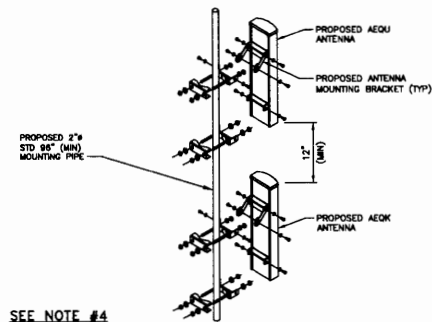
DIMENSIONS, HxWxD: 29.5"x17.7"x9.5" (749x450x241mm)
WEIGHT: 99.2 lbs (45kg)



PROPOSED ANTENNA SPECIFICATIONS

NO SCALE

C



SEE NOTE #4

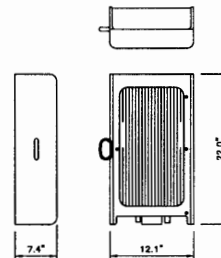
ANTENNA PIPE MOUNTING DETAIL

NO SCALE

D

AIRSCALE DUAL RRH 4T4R B5/29 240W AHBCB

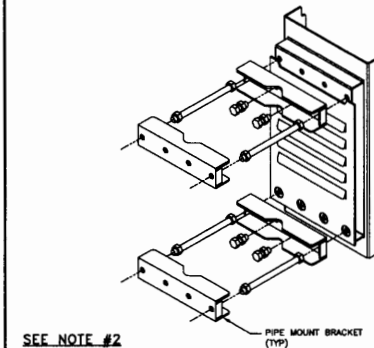
DIMENSIONS, HxWxD: 22.0"x12.1"x7.4" (560x308x189mm)
WEIGHT: 65.9 lbs (30kg)



RRH SPECIFICATIONS

NO SCALE

E



SEE NOTE #2

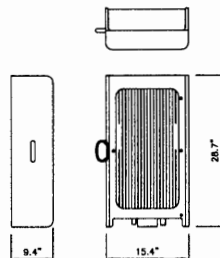
SINGLE RRH MOUNTING PLATE DETAIL

NO SCALE

F

AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB

DIMENSIONS, HxWxD: 28.7"x15.4"x9.4" (730x390x240mm)
WEIGHT: 86.2 lbs (40kg)



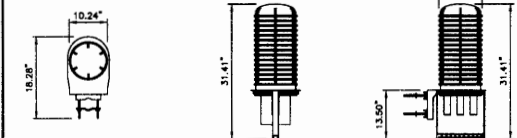
RRH SPECIFICATIONS

NO SCALE

G

RAYCAP DC9-4B-60-24-BC-EV

DIMENSIONS, WxDxH: 280x464x798mm (10.24"x18.28"x31.41")
NOMINAL OPERATING VOLTAGE: -48 VDC
NOMINAL DISCHARGE CURRENT: 20 mA 8/20-μs
MAXIMUM IMPULSE CURRENT: 12.5 kA 10/350-μs
MAXIMUM CONTINUOUS OPERATING VOLTAGE: 80 VDC
VOLTAGE PROTECTION RATING: 330 V
WIND LOADING: 150 MPH SUSTAINED (105.7 lbs)
195 MPH GUST (213.6 lbs)
TOTAL WEIGHT: 28.2 lbs



CONTRACTOR TO USE "THREAD LUBRICANT" ON MOUNTING BOLTS DURING INSTALLATION

SURGE PROTECTION SPECIFICATIONS

NO SCALE

H

1. CLOSEOUT DELIVERABLE SHALL INCLUDE PHOTOS OF ALL MOUNTING HARDWARE INSTALLED TIGHT AND MARKED.
2. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT MOUNTING HARDWARE UNLESS OTHERWISE APPROVED BY ENGINEERING.
3. CONTRACTOR SHALL REFER TO THE MOUNT ANALYSIS FOR ANTENNA MAST PIPE SIZING.
4. CONTRACTOR SHALL ENSURE 3"-0" MINIMUM SPACING BETWEEN C-BAND ANTENNAS AND ALL OTHER ANTENNAS. ANY VIOLATION FROM THIS DIRECTIVE SHALL REQUIRE APPROVAL FROM THE AT&T PROJECT MANAGER PRIOR TO CLOSEOUT.

NOTES

NO SCALE

J



PROJECT/PHASE NO: 129331.208B
DRAWN BY: VDP
CHECKED BY: TD

REV	DATE	DESCRIPTION
A	07/26/22	ISSUED FOR REVIEW

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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DO-D C-BAND

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-4

Sector A			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	ORANGE		ORANGE
700 MHz TX2/RX2			ORANGE
850 MHz TX1/RX1	ORANGE	ORANGE	
850 MHz TX2/RX2	ORANGE	ORANGE	
1900 MHz TX1/RX1	YELLOW		YELLOW
1900 MHz TX2/RX2	YELLOW	ORANGE	
1900 MHz TX3/RX3	YELLOW	YELLOW	
1900 MHz TX4/RX4	YELLOW	WHITE	
2100 MHz TX1/RX1	WHITE		ORANGE
2100 MHz TX2/RX2	WHITE	ORANGE	
2100 MHz TX3/RX3	WHITE	YELLOW	
2100 MHz TX4/RX4	WHITE	WHITE	
2300 MHz TX1/RX1			ORANGE
2300 MHz TX2/RX2			ORANGE
2300 MHz TX3/RX3			YELLOW
2300 MHz TX4/RX4			WHITE

Sector B			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1			ORANGE
700 MHz TX2/RX2			ORANGE
850 MHz TX1/RX1	ORANGE	ORANGE	
850 MHz TX2/RX2	ORANGE	ORANGE	
1900 MHz TX1/RX1	YELLOW		ORANGE
1900 MHz TX2/RX2	YELLOW	ORANGE	
1900 MHz TX3/RX3	YELLOW	YELLOW	
1900 MHz TX4/RX4	YELLOW	WHITE	
2100 MHz TX1/RX1	WHITE		ORANGE
2100 MHz TX2/RX2	WHITE	ORANGE	
2100 MHz TX3/RX3	WHITE	YELLOW	
2100 MHz TX4/RX4	WHITE	WHITE	
2300 MHz TX1/RX1			ORANGE
2300 MHz TX2/RX2			ORANGE
2300 MHz TX3/RX3			YELLOW
2300 MHz TX4/RX4			WHITE

Sector C			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1			ORANGE
700 MHz TX2/RX2			ORANGE
850 MHz TX1/RX1	ORANGE	ORANGE	
850 MHz TX2/RX2	ORANGE	ORANGE	
1900 MHz TX1/RX1	YELLOW		ORANGE
1900 MHz TX2/RX2	YELLOW	ORANGE	
1900 MHz TX3/RX3	YELLOW	YELLOW	
1900 MHz TX4/RX4	YELLOW	WHITE	
2100 MHz TX1/RX1	WHITE		ORANGE
2100 MHz TX2/RX2	WHITE	ORANGE	
2100 MHz TX3/RX3	WHITE	YELLOW	
2100 MHz TX4/RX4	WHITE	WHITE	
2300 MHz TX1/RX1			ORANGE
2300 MHz TX2/RX2			ORANGE
2300 MHz TX3/RX3			YELLOW
2300 MHz TX4/RX4			WHITE

Sector D			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	ORANGE		ORANGE
700 MHz TX2/RX2	ORANGE		ORANGE
850 MHz TX1/RX1	ORANGE	ORANGE	
850 MHz TX2/RX2	ORANGE	ORANGE	
1900 MHz TX1/RX1	ORANGE	YELLOW	
1900 MHz TX2/RX2	ORANGE	YELLOW	ORANGE
1900 MHz TX3/RX3	ORANGE	YELLOW	YELLOW
1900 MHz TX4/RX4	ORANGE	YELLOW	WHITE
2100 MHz TX1/RX1	ORANGE	WHITE	
2100 MHz TX2/RX2	ORANGE	WHITE	ORANGE
2100 MHz TX3/RX3	ORANGE	WHITE	YELLOW
2100 MHz TX4/RX4	ORANGE	WHITE	WHITE
2300 MHz TX1/RX1	ORANGE		ORANGE
2300 MHz TX2/RX2	ORANGE		ORANGE
2300 MHz TX3/RX3	ORANGE		YELLOW
2300 MHz TX4/RX4	ORANGE		WHITE

Sector E			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	YELLOW		ORANGE
700 MHz TX2/RX2	YELLOW		ORANGE
850 MHz TX1/RX1	YELLOW	ORANGE	
850 MHz TX2/RX2	YELLOW	ORANGE	
1900 MHz TX1/RX1	YELLOW	YELLOW	ORANGE
1900 MHz TX2/RX2	YELLOW	YELLOW	ORANGE
1900 MHz TX3/RX3	YELLOW	YELLOW	YELLOW
1900 MHz TX4/RX4	YELLOW	YELLOW	WHITE
2100 MHz TX1/RX1	YELLOW	WHITE	
2100 MHz TX2/RX2	YELLOW	WHITE	ORANGE
2100 MHz TX3/RX3	YELLOW	WHITE	YELLOW
2100 MHz TX4/RX4	YELLOW	WHITE	WHITE
2300 MHz TX1/RX1	YELLOW		ORANGE
2300 MHz TX2/RX2	YELLOW		ORANGE
2300 MHz TX3/RX3	YELLOW		YELLOW
2300 MHz TX4/RX4	YELLOW		WHITE

Sector F			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	WHITE		ORANGE
700 MHz TX2/RX2	WHITE		ORANGE
850 MHz TX1/RX1	WHITE	ORANGE	
850 MHz TX2/RX2	WHITE	ORANGE	
1900 MHz TX1/RX1	WHITE	YELLOW	
1900 MHz TX2/RX2	WHITE	YELLOW	ORANGE
1900 MHz TX3/RX3	WHITE	YELLOW	YELLOW
1900 MHz TX4/RX4	WHITE	YELLOW	WHITE
2100 MHz TX1/RX1	WHITE	WHITE	
2100 MHz TX2/RX2	WHITE	WHITE	ORANGE
2100 MHz TX3/RX3	WHITE	WHITE	YELLOW
2100 MHz TX4/RX4	WHITE	WHITE	WHITE
2300 MHz TX1/RX1	WHITE		ORANGE
2300 MHz TX2/RX2	WHITE		ORANGE
2300 MHz TX3/RX3	WHITE		YELLOW
2300 MHz TX4/RX4	WHITE		WHITE

ANTENNA COLOR CODE TABLES

Frequency Colors	
700 LTE	ORANGE
850 LTE	ORANGE
1900 LTE	YELLOW
2100 LTE	WHITE
2300 LTE	WHITE
850 UMTS	ORANGE
1900 UMTS	ORANGE
2100 LTE 2100	ORANGE
2100 LTE 1900	ORANGE

Sector Colors	
Sector A	ORANGE
Sector B	ORANGE
Sector C	ORANGE
Sector D	ORANGE
Sector E	ORANGE
Sector F	WHITE

Rigid to RHH	
Sector A	ORANGE
Sector B	ORANGE
Sector C	ORANGE
Sector D	ORANGE
Sector E	ORANGE
Sector F	WHITE

1st color	2nd color	Power or Trunk
ORANGE	ORANGE	1st power cable
ORANGE	ORANGE	2nd power cable
ORANGE	ORANGE	3rd power cable
ORANGE	ORANGE	4th power cable
ORANGE	ORANGE	5th power cable
ORANGE	ORANGE	6th power cable

RST Frequency	
700 LTE	ORANGE
850 LTE	ORANGE
1900 LTE	YELLOW
2100 LTE	WHITE
2300 LTE	WHITE
850 UMTS	ORANGE
1900 UMTS	ORANGE
2100 LTE 2100	ORANGE
2100 LTE 1900	ORANGE

Port Identifier	
TX1/RX1	ORANGE
TX2/RX2	ORANGE
TX3/RX3	ORANGE
TX4/RX4	ORANGE

Rigid to RHH Frequency	
700 LTE	ORANGE
850 LTE	ORANGE
1900 LTE	YELLOW
2100 LTE	WHITE
2300 LTE	WHITE
850 UMTS	ORANGE
1900 UMTS	ORANGE
2100 LTE 2100	ORANGE
2100 LTE 1900	ORANGE

Fiber Color	
1st Fiber cable	ORANGE
2nd Fiber cable	ORANGE

RST Sector	
Sector A	ORANGE
Sector B	ORANGE
Sector C	ORANGE
Sector D	ORANGE
Sector E	ORANGE
Sector F	WHITE

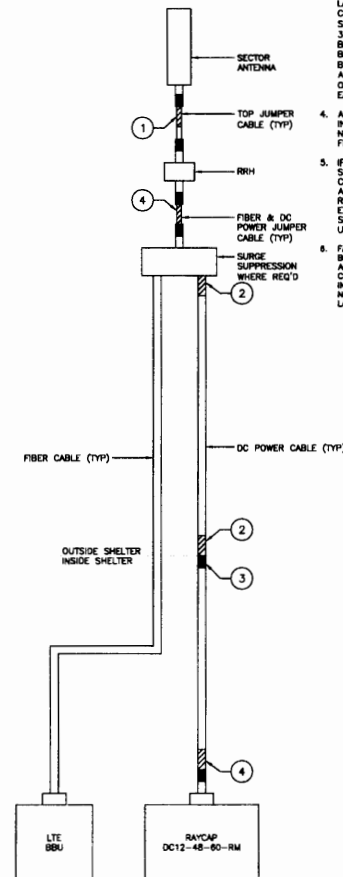
Rigid to RHH	
Sector A	ORANGE
Sector B	ORANGE
Sector C	ORANGE

COLOR CODE TABLES

CABLE MARKING LOCATIONS TABLE	
NO	LOCATIONS
1	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP OF MAIN LINE AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE SHELTER/OUTDOOR EQUIPMENT.
3	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS JUST WITHIN THE SHELTER NEAR THE HATCH PLATE (ONLY INDOOR SITES).
4	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS AT THE ENTRANCE OF THE EQUIPMENT.

NOTES

- COLOR CODED TAPES MUST BE 3/4" WIDE & UV RESISTANT VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
- ALL COLOR CODE TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 1" OF SPACE BETWEEN EACH COLOR. EXCEPT, AT RHH WHERE LABELED END OF JUMPERS CONNECTS, COLOR BANDS SHALL BE 3/4" WIDE WITH 3/4" SPACE. ALL COLOR BANDS INSTALLED AT THE BASE OF THE TOWER SHALL BE A MINIMUM OF 3/4" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
- ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
- FACTORY MADE JUMPERS SHALL BE INSTALLED SO THE LABELS ARE AT THE RIGID END AND COLOR CODE TAPE SHALL BE INSTALLED SUCH THAT IT DOES NOT COVER THE FACTORY LABELS.



LTE DIAGRAM



PROJECT/PHASE NO: 129331-2008
DRAWN BY: VOP
CHECKED BY: TD

REV	DATE	DESCRIPTION
A	07/29/20	REVISED FOR REVIEW

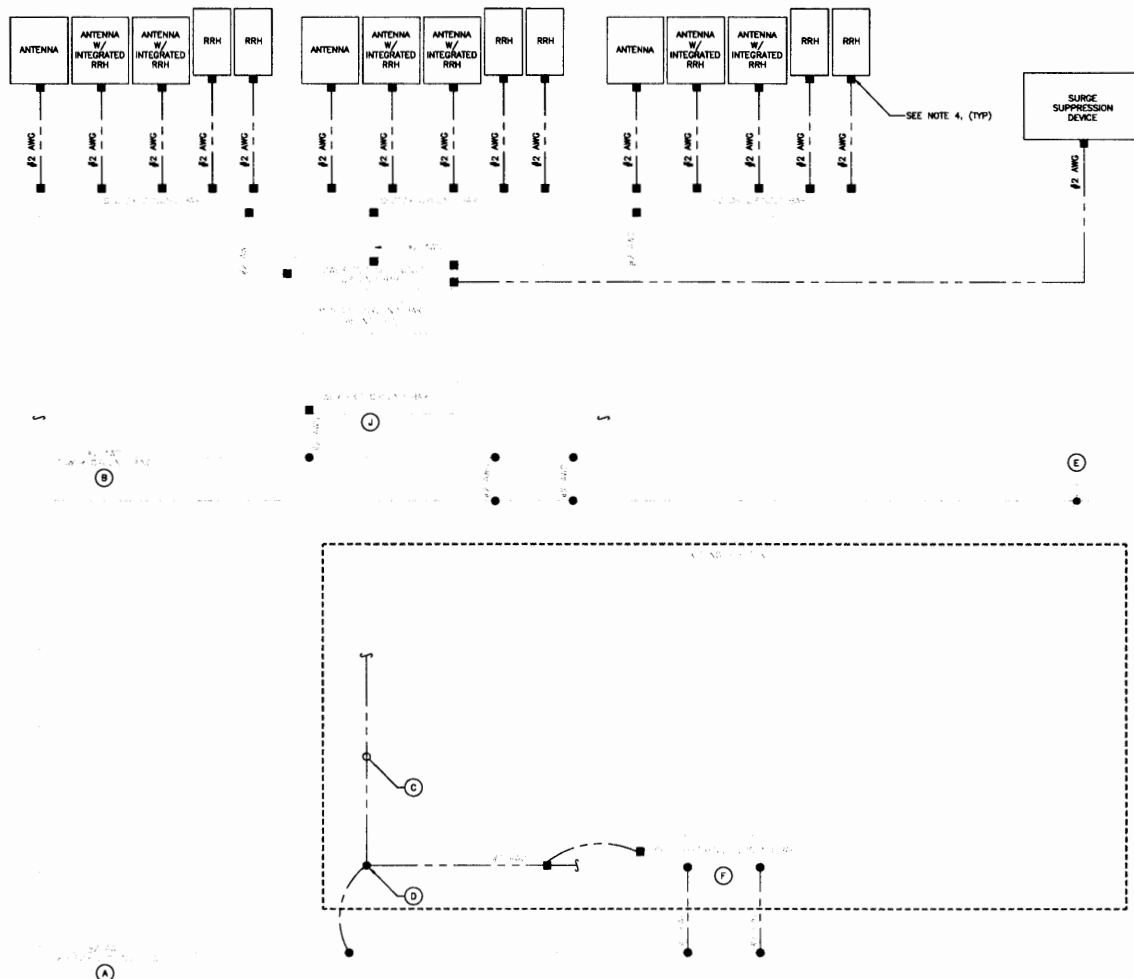
PRELIMINARY

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DOD C-BAND

SHEET TITLE
CABLE COLOR CODING

SHEET NUMBER
RF-1



TOWER ANTENNA EQUIPMENT GROUNDING ONE-LINE

NO SCALE

A

- EXOTHERMIC CONNECTION
■ MECHANICAL CONNECTION
- GROUND ROD
○ TEST GROUND ROD WITH INSPECTION SLEEVE
- LEGEND**
- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
 - CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND AT&T GROUNDING AND BONDING REQUIREMENTS (ATT-TP-78416) AND MANUFACTURER'S SPECIFICATIONS.
 - ALL GROUND CONDUCTORS SHALL BE COPPER. NO ALUMINUM CONDUCTORS SHALL BE USED.
 - FOR ALUCATEL-LUCENT 850 AND 1900 RRH's, TWO GROUNDS ARE REQUIRED (TOP AND BOTTOM).
- NOTES**
- EXTERIOR GROUND RING: #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING. (ATT-TP-78416 2.2.3.5/7.5.1)
 - TOWER GROUND RING: THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS. (ATT-TP-78416 7.5.1)
 - INTERIOR GROUND RING: #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR. (ATT-TP-78416 7.8.4)
 - BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING. (ATT-TP-78416 7.5.2.2)
 - GROUND ROD: UL LISTED COPPER CLAD STEEL, MINIMUM 5/8" DIAMETER BY EIGHT FEET LONG. ALL GROUND RODS MAY BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR. (ATT-TP-78416 1.4 / 2.2.3.10)
 - CELL REFERENCE GROUND BAR: POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS. (ATT-TP-78416 7.6.7)
 - HATCH PLATE GROUND BAR: BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE GROUND MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS.
 - EXTERIOR CABLE ENTRY PORT GROUND BARS: LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING, BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE. (ATT-TP-78416 7.6.7.2)
 - TOWER EXIT GROUND BAR: #2 AWG SOLID TINNED COPPER BOND TO THE TOWER GROUND RING. (ATT-TP-78416 7.5.5)
 - TELCO GROUND BAR: BOND TO BOTH CELL REFERENCE GROUND BAR AND EXTERIOR GROUND RING. (ATT-TP-78416 7.6.8)
 - FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENT'S METAL FRAMEWORK. BOND THE FRAME GROUND BUS TO THE "1" SECTION OF THE CELL REFERENCE GROUND BAR. (ATT-TP-78416 7.6)
 - INTERIOR UNIT BONDS: METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITHIN THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING. (ATT-TP-78416 7.12.3.1)
 - FENCE AND GATE GROUNDING: METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS. (ATT-TP-78416 7.12.2.2)
 - EXTERIOR UNIT BONDS: METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING. (ATT-TP-78416 7.12.2)
 - ICE BRIDGE SUPPORTS: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING. (ATT-TP-78416 7.4.2.6)
 - DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICES CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR (CRGB) PER TP78300 SECTION H 6 AND TP78416 FIGURE 7-11 REQUIREMENTS.

GROUNDING KEY NOTES



PROJECT/PHASE NO: 129331.2088
DRAWN BY: VDP
CHECKED BY: TD

REV	DATE	DESCRIPTION

PRELIMINARY

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COLUMBIA EAST
MO2199
CINNAMON HILL LANE
COLUMBIA, MO 65201
5G NR C-BAND/DoD C-BAND

SHEET TITLE
**GROUNDING ONE-LINE
ANTENNA EQUIPMENT**

SHEET NUMBER
G-1

ACCESS ROUTE

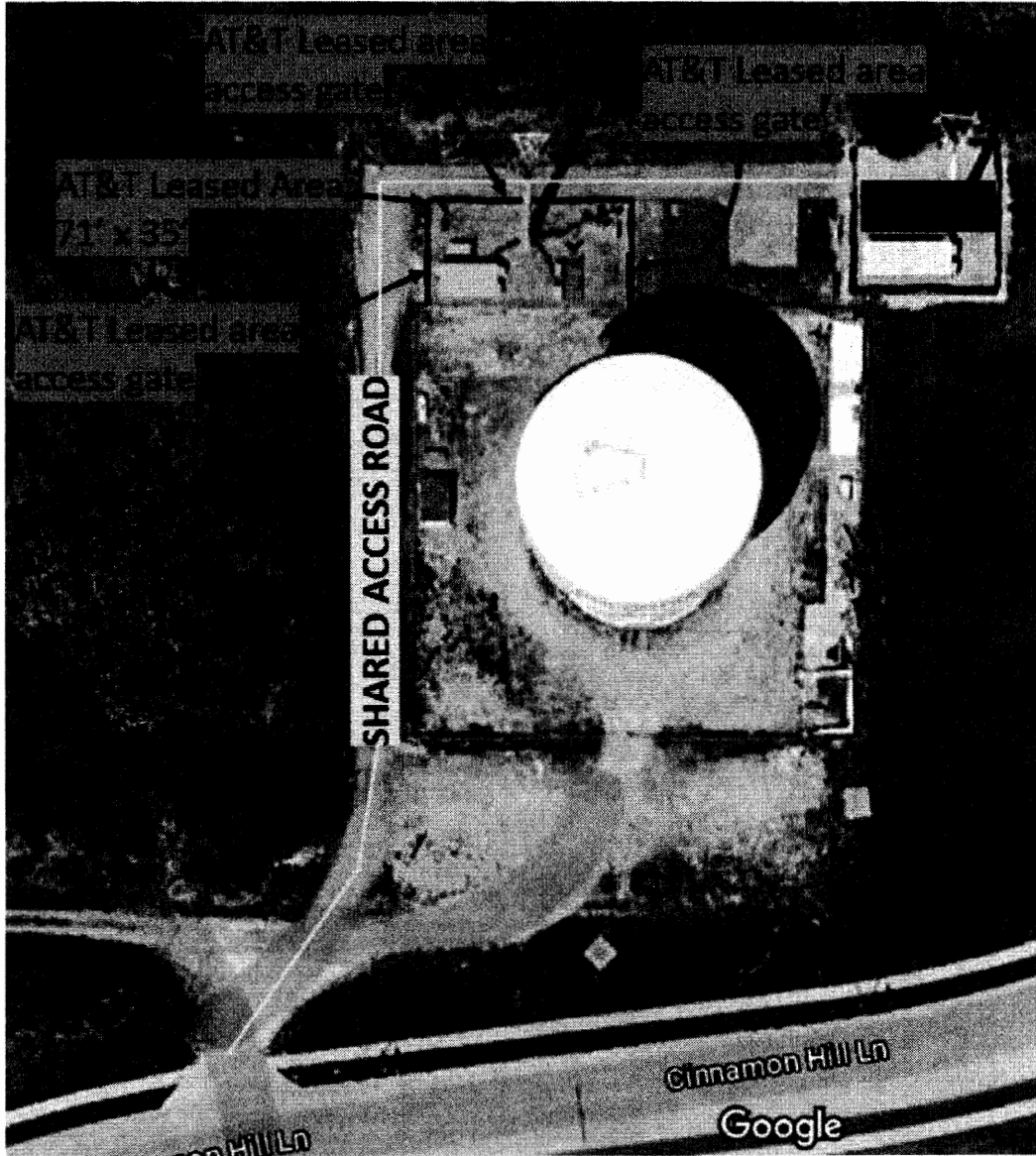


EXHIBIT 20(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

(Space Above This Line For Recorder's Use Only)

Cell Site Number: COL013F
Cell Site Name: Columbia East
Fixed Asset Number: 10011049
State: Missouri
County: Boone

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2023, by and between the City of Columbia, Missouri, a municipal corporation, having its principal office/residing at 701 East Broadway, P.O. Box 6015, Columbia, MO 65201 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the _____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on October 1, 2023, with two (2) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Columbia, Missouri,
a municipal corporation

By: _____

Print Name: De'Carlon Seewood


Its: City Manager

Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: MICHAEL BRIDWELL
Area Mgr - Const & Eng

Its: _____

Date: 5/3/23

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of Missouri

County of St. Louis)

On 8-3-23 before me, A. Carson, Notary Public,
(insert name and title of the officer)

personally appeared Michael Bridwell,
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 behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature A. Carson

(Seal)



LANDLORD ACKNOWLEDGMENT

State of Missouri

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
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 behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Memorandum of Lease dated _____, 2023, by and between the City of Columbia, Missouri, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A tract of land, part of the West Half of the East Half of Section 17, Township 48 North, Range 12 West, described as follows: Beginning at the southeast corner of the Survey of a 4.55 acre church site, recorded in Book 347 at Page 75 of the Records of Boone County, Missouri; thence North 0°03' West for 250 feet along the east line of said church site; thence east for 250 feet; thence South 0°03' east for 250 feet; thence West 250 feet to the point of beginning; comprising 1.43 acres more or less.

An easement described as follows: A 50-foot wide strip of land, part of the west half of the southeast quarter of Section 17, Township 48 N, Range 12 W, the north line of which is described as follows: Beginning at the south-southwest corner of a survey of a 4.55 acre church site, recorded in Book 347 at Page 75 of the Records of Boone County, Missouri, said corner being on the east right-of-way line of U. S. Highway 63; thence eastward for 550 feet, more or less, to the end of said easement strip, EXCEPT that part described in paragraphs 14.00, 14.10, 14.11, 14.12, 14.13 and 14.14 of the petition in case styled State of Missouri, ex rel State Highway Commission of Missouri, Plaintiff, vs. John L. Riddick, et al. Defendants, Case No. 56,064 in the Circuit Court of Boone County, Missouri, for use as permanent easement to construct and maintain an access road to the water tower site, including the right to drain a pond covering part of the easement, and to construct, operate, replace, repair and maintain water drains and electric light and power transmission lines.