

CITY OF SALISBURY, MISSOURI

BILL NUMBER: 26-04-01

ORDINANCE NUMBER: 26-04-01

AN ORDINANCE AUTHORIZING THE CITY OF SALISBURY MISSOURI ENTER INTO A CONTRACT WITH MCC MISSOURI, LLC APPROVAL OF CONTRACT; AUTHORIZATION TO MAYOR TO SIGN ON BEHALF OF CITY; TIME WHEN ORDINANCE SHALL TAKE EFFECT

NOW THEREFORE, be it ordained by the Board of Aldermen the City of Salisbury, Missouri, as follows:

Section 1: The Board of Aldermen of the City of Salisbury, Missouri hereby approve an agreement between the City of Salisbury and MCC Missouri, LLC to as further set forth and subject to the conditions set forth in the attached Lease Agreement.

Section 2: The terms and conditions set forth in the attached Consulting Agreement are hereby accepted and approved and the Mayor is given authority to enter into the Lease Agreement and to execute the Memorandum of Agreement, also attached hereto, on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed this 16th day of April, 2026



Ronnie Stowers, MAYOR

Attest Courtney Cole
Courtney Cole, Clerk

THIS ORDINANCE APPROVED THIS 16th DAY OF APRIL, 2026



Ronnie Stowers, MAYOR

Attest Courtney Cole
Courtney Cole, Clerk

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") made this 16th of April, 2026, between the City of Salisbury, Missouri ("Grantor") and MCC Missouri LLC, a Delaware Limited Liability Company ("Grantee").

WHEREAS, Grantee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Grantor controls and maintains the property located in Salisbury, Missouri, as described in "Exhibit A" ("Property"); and

WHEREAS, Grantor desires to Lease a portion of the Property ("Leased Property"), as described in Exhibit B, to the Grantee; and

WHEREAS, Grantee desires to use the Leased Property for the purposes of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment (the "Facilities"). Such Facilities may include, without limitation, earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, and fixtures, whether above or below ground, with any necessary housing for same, which may be deemed by Grantee to be necessary or desirable in connection therewith. In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Grantee and Grantor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 5 years beginning on October 15, 2025 ("Term"). After the Term, this Agreement shall continue for successive terms of one month each until either Grantor or Grantee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Grantee may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least ninety (90) days. Should this Agreement be terminated early, Grantee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the lease term.
2. **Work Performed.** All work performed by Grantee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Grantee agrees to repair and replace any damage to the Leased Property resulting from the installation, operation or removal of the Facilities. Grantee shall observe all sanitary laws and regulations applicable to the Leased Property.
3. **Indemnification.** Grantee agrees to indemnify and hold harmless the Grantor from any and all claims, demands, damages, actions, costs, including attorneys' fees, and charges which the Grantor or the Grantee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or use of the Leased Property unless such injury or loss arises directly from the sole negligence of the Grantor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this Agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **Rent.** . In consideration of the Agreement, Grantee shall pay to the Grantor the monthly sum of \$1,250.00, payable monthly. Rent shall be paid by the first day of each month, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties.

Within 30 days of final execution of this Lease, Grantee shall pay Grantor a one-time payment of \$2,000.00, representing the increased monthly rent for October 15, 2025 through May 15, 2026.

5. **Easement.** Grantor hereby grants to Grantee a non-exclusive continuing Easement to use the Leased Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the Facilities is needed, Grantee shall construct and maintain such road at no expense to the Grantor. Grantor shall approve any plans to construct a road on Grantor's Property.

Upon the execution of this Agreement, Grantor shall deliver to Grantee all necessary keys and combinations to facilitate Grantee's ingress to and egress from the Leased Property. Grantee shall be entitled to have access to the Leased Property 24 hours a day, 7 days a week. The rights of Grantee under this Section shall be limited to authorized employees, contractors or subcontractors of Grantee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Grantor accepts no responsibility for any acts or omissions committed by Grantee's employees, contractors, subcontractors or invitees.

6. **Insurance.** Grantee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Grantor.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, the Grantee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Leased Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil commotion, earthquake, war, the failure of Facilities not belonging to the Grantee, denial of access to Facilities or rights-of-way essential to serving the Leased Property, government order or regulation or any other circumstances beyond the reasonable control of the Grantee. However, any abatement of rent shall be limited to the reasonable period required to return the Grantee's Facilities to operation.

8. **Assignment.** This Agreement may be assigned by either party with prior written notice to the other party.
9. **Subleasing** Grantee may sublease all or part of Grantee's Facilities that are on the Property or space on the Property with written notice to Grantor. Grantee currently subleases a portion of the Leased Property to CTI Towers Assets II, LLC.
10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Grantor or the Grantee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Grantor: City of Salisbury, Missouri
 P.O. Box 168
 Salisbury, MO
 660-388-6197

If to the Grantee: MCC Missouri LLC
 1533 South Enterprise Ave.
 Springfield, MO 65804

With copies to: MCC Missouri LLC
 One Mediacom Way
 Mediacom Park, NY 10918
 Attn: Legal Department
 Email: mcc_legal@mediacomcc.com

11. **Recording.** The Grantee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.
12. **Waiver of Distress.** The Grantor acknowledges that the Grantee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Grantee and that such institutions have (or will have) a security interest on the Grantee's Facilities located on the Leased Property that will be superior to any claim of the Grantor. As part of the consideration hereunder, the Grantor covenants and agrees with the Grantee that none of the Grantee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Grantor may have, either now or hereafter; and the Grantor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Leased Property, the Grantor will not hinder or interfere therewith, and the Grantor consents to the taking of possession and removal of such personal property.
13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or

noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Grantee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause the Leased Property to be inadequate or unsuitable for use by the Grantee, in its usual business, either the Grantor or the Grantee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Grantee. The Grantee hereby waives any claim against the Grantor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Grantor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.
19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Missouri.
20. **Property.** The Grantor covenants that the Grantor owns the Property referenced in "Exhibit A" in fee simple and has full right to make this Agreement and that the Grantee shall have peaceable possession of the Leased Property during the term hereof. It is mutually understood and agreed upon that the Leased Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Leased Property now outstanding with third persons. The Grantor also retains to itself, its successors or assigns, the right to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Grantee's Facilities and operations. The Grantor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in

any manner that could interfere in the Grantee's intended uses of the Leased Property. The Grantee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times, during the Agreement term and during any extension or renewal thereof, peaceably and quietly enjoy the Leased Property without any disturbance from the Grantor or from any other person claiming through the Grantor, except as may be set forth in this Agreement.

21. **Authorization.** The Grantor and the Grantee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Breach of Warranty.** It is agreed that if the warranty made by the Grantor in Section 20 above is breached, and it is found that the Grantor does not have the legal right to make this Agreement, the Grantee may receive damages, including, but not limited to, twice the fees already paid to the Grantor, plus administrative and constructive fees and attorneys' fees.
24. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Grantor and the Grantee, for the use and operation of the Grantee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
25. **Utilities.** Beginning on the date Grantee takes possession of the Leased Property, Grantee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Leased Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Leased Property is not paid by Grantee to the supplier when due, the Grantor may, but shall not be required to, pay such charge for and on behalf of Grantee, with any such amount paid by Grantor being repaid by Grantee to Grantor as additional rent promptly upon demand. Additionally, if Grantor shall elect to supply any utilities to the Leased Property, the Grantee shall pay to Grantor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Grantor agrees that the cost to Grantee of any utilities supplied by Grantor shall not exceed the amount Grantee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Grantor and Grantee hereby agree that Grantor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Grantor's alteration, repair or improvement of the Property.

26. **Taxes.** Grantee shall be responsible for the payment of all general real estate taxes assessed against the Leased Property for any improvements erected on the Leased Property by Grantee or on other personal property owned by the Grantee, whether or not such taxes, liens or other charges are levied against it or against Grantor. Grantor shall present a copy of the paid tax bill to Grantee for reimbursement within 90 days of payment by Grantor.

27. **Additional Taxes.** If Grantor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Grantee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Grantee shall pay to Grantor the amount of said additional tax, or the amount of the increase.
28. **Failure to Enforce.** Failure of the Grantor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Grantor of any of said rights or conditions and all obligations of the Grantee and rights of the Grantor shall survive the expiration or termination of this Agreement.
29. **Equipment.** It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Leased Property by the Grantee, including Facilities and trade fixtures, shall vest with the Grantee.
30. **Repairs and Maintenance.** The Grantee shall, at its own expense, make all necessary repairs and replacements to the Leased Property and to any of the structures erected thereon by the Grantee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance such as grass and weed trimming shall be made promptly. The Grantee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Leased Property.
31. **Restoration.** Upon request of Grantor, or upon Grantee's decision, said structures and improvements shall be removed by Grantee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Leased Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement foundations that were installed by Grantee, the Grantee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Grantee shall completely remove any cement foundations at the request of Grantor within one year of the expiration or termination of this Agreement.
32. **Grantor's Right to Property.** Grantee agrees to allow Grantor the right to use the portion of the Property not in use by the Grantee, provided such use does not interfere with Grantee's use of the Leased Property or the purpose or use of Grantee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.


The employees or agents of the Grantor shall have the right to enter upon the Leased Property at all reasonable times during the term of the Agreement for inspection of the Leased Property, and for any other activity related to its operations within the Leased Property.

33. **Grantor Certificate.** Grantor agrees to provide at any time, within 10 days of Grantee's written request, a statement certifying that this Agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Grantee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Grantee, including

that Grantor has no ownership interest in or lien on Grantee's Facilities on the Leased Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

GRANTOR City of Salisbury, Missouri

 _____

Ronnie Stowers

Print Name

Mayor

Title

Date: 4/10/26

GRANTEE MCC Missouri LLC

 _____

Lee P. Beck

Print Name

Vice President

Title

Date: 4/6/26

EXHIBIT A

The **Property** is described as the following Real Estate situated in Salisbury, County of Chariton, in the State of Missouri, to wit:

The following described lots, tracts or parcels of land lying, being and situate in the County of Chariton and State of Missouri, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11), Township Fifty three (53), Range Seventeen (17).

AND BEING the same property conveyed to City of Salisbury, a Missouri municipal corporation from Marvin W. Smith and Opal M. Smith, his wife by Warranty Deed dated October 07, 1963 and recorded October 11, 1963 in Deed Book 176, Page 90.

Tax Parcel No. 032-23-1.2-11-000-00-009.00

The **Leased Property** consists of a seven (7) acres of the Property which Lessee uses for its cable system equipment.

ONLY THAT PART OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION ELEVEN (11), TOWNSHIP FIFTY-THREE (53), RANGE SEVENTEEN (17), CONSISTING OF APPROXIMATELY SEVEN (7) ACRES ON WHICH LESSEES' TOWER AND ANCHOR CABLES SUPPORTING THE TOWER ARE LOCATED.

EXHIBIT B
(SALISBURY, MISSOURI)



Please remit this document to:

James McKnight
Senior Director, Legal Affairs
MCC Missouri LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 443-2636

Prepared by
James McKnight

(Recorders Use Above This Line)

STATE OF _____
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ___ day of _____, 20___, by and between **City of Salisbury, Missouri**, (“Grantor”), and **MCC Missouri LLC**, a Delaware limited liability company, with an office at One Mediacom Way, Mediacom Park, NY 10918 (“Grantee”).

1. Grantor and Grantee entered into a Lease Agreement (“Agreement”) on the ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 5 years, commencing on October 15, 2025.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

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

{Signature page to follow}

GRANTOR City of Salisbury, Missouri

[Signature]

Ronnie Stowers

Print Name

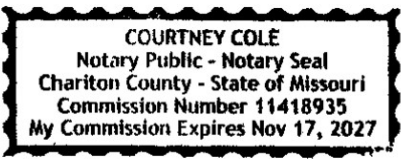
Mayor

Title

Date: 4-16-26

STATE OF Missouri)
COUNTY OF Chariton) ss

On this 16th day of April, 2026 before me personally appeared Ronnie Stowers, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Courtney Cole

Print Name: Courtney Cole
Notary Public in and for the State of Missouri

My Commission expires: _____

GRANTEE MCC Missouri LLC

[Signature]

Lee P. Beck

Print Name

Vice President

Title

Date: 4-6-26

STATE OF Alabama)
COUNTY OF Madison) ss

On this 6th day of April, 2026 before me, the undersigned, a Notary Public for said State, appeared Lee P. Beck to me personally known, who being be me duly sworn, did say that he/she is the VP of said MCC Missouri LLC and that the said VP as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

[Signature]

Print Name: Jonathan Scott Evans
Notary Public in and for the State of Alabama

My Commission expires: 12/3/29

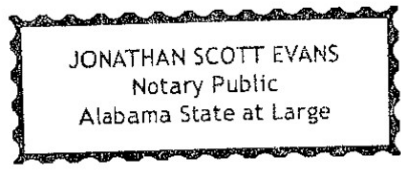


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EXHIBIT B
(SALISBURY, MISSOURI)

