

Licensor Site Name/Number: Howell MI / 372117  
Licensor Contract Number: GTP535  
Licensee Site Name/Number: N/A / N/A

**FIRST AMENDMENT TO  
TOWER ATTACHMENT LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain Tower Attachment License Agreement dated March 9, 2000, by and between Duke Communication Services, Inc. and County of Livingston (the "Agreement") is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and County of Livingston (the "Licensee") (collectively, the "Parties").

**RECITALS**

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 3254 South Latson, Howell, Michigan, 48843-8815 more commonly known to Licensor as the Howell MI tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree to extend the term of the Agreement commencing on April 1, 2025, (the "Extension Term Commencement Date") for a period of twenty (20) years (the "Extension Term").
- 2) Immediately following the expiration of the Extension Term, there shall be three (3) additional periods of five (5) years each (each a "Renewal Term"). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing term.
- 3) Effective upon April 1, 2025, the Monthly License Fee shall be modified to a total of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month ("Increased Fee") and adjusted pursuant to the Annual Escalator as set forth on Section Four of this Fourth Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 4) Effective upon April 1, 2026, and each anniversary thereafter during the term, the Monthly License Fee shall be increased by four percent (4%) ("Annual Escalator").
- 5) Licensor and Licensee agree and acknowledge that all future payments of the

Licensor Site Name/Number: Howell MI / 372117  
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Monthly License Fee shall be made to the Licensor at the following remittance address:

GTP Acquisition Partners II, LLC  
29637 Network Place  
Chicago, IL 60673-1296

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licensors Site Name/Number: Howell MI / 372117

Licensors Contract Number: GTP535

Licensee Site Name/Number: N/A / N/A

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain Tower Attachment License Agreement as of the day and year written below:

**LICENSEE:**

County of Livingston

**LICENSOR:**

GTP Acquisition Partners II, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# 911



# AMERICAN TOWER

F/K/A: **GLOBAL  
TOWER PARTNERS**

F/K/A: **DUKE  
COMMUNICATIONS**

<b>NIXON ROAD SITE*: #{2000} 200-045</b>
SITE: 81192 (372117)
LEASE # 231156 (Billing under GTP535)
CONTACT ADDRESS: 152 S. Highlander Way, Howell, MI
SITE ADDRESS: . . . . . 3254 South Latson, Howell, MI
PREVIOUS SITE ADDRESS*: 3250 Nixon Road, Howell, MI

\*Original Name Prior to Latson Road being Extended)

## TOWER ATTACHMENT LICENSE AGREEMENT

### LOCATION: 3254 S LATSON

911: NIXON ROAD TOWER

TERMS:		CUSTOMER LEASE #:
<input checked="" type="checkbox"/> INITIAL TERM: 3.9.00 TO 3.31.05		#US-MI-5027
<input checked="" type="checkbox"/> RENEWAL #1: 4.1.05 TO 3.31.10		ATC LEASE #
<input checked="" type="checkbox"/> RENEWAL #2: 4.1.10 TO 3.31.15		#GTP535
<input checked="" type="checkbox"/> RENEWAL #3: 4.1.15 TO 3.31.20		ATC TOWER #
<input checked="" type="checkbox"/> RENEWAL #4: 4.1.20 TO 3.31.25		#00372117
ORG / OBJ:	AWARD:	ERP:
26132525 819000	SEE PAYMENT SCHEDULE ATTACHED	<input checked="" type="checkbox"/> #301

### DESTROY:

## #200-045

## 2032

## 2.14.00

# AMERICAN TOWER

## F/K/A: GTP & DUKE

### PAYMENT SCHEDULE

YEAR	PER ANTENNA	ANTENNAS	MONTHLY FEE	YEARLY FEE
2000	\$350.00	7	\$2,450.00	\$29,400.00
2001	\$364.00	7	\$2,548.00	\$30,576.00
2002	\$378.56	7	\$2,649.92	\$31,799.04
2003	\$393.70	7	\$2,755.92	\$33,071.00
2004	\$409.45	7	\$2,866.15	\$34,393.84
2005	\$425.83	7	\$2,980.80	\$35,769.60
2006	\$442.86	7	\$3,100.03	\$37,200.38
2007	\$460.58	7	\$3,224.03	\$38,688.39
2008	\$479.00	7	\$3,352.99	\$40,235.93
2009	\$498.16	7	\$3,487.11	\$41,845.37
2010	\$518.09	7	\$3,626.60	\$43,519.18
2011	\$538.81	7	\$3,771.66	\$45,259.95
2012	\$560.36	7	\$3,922.53	\$47,070.35
2013	\$582.78	7	\$4,079.43	\$48,953.16
2014	\$606.09	7	\$4,242.61	\$50,911.29
2015	\$630.33	7	\$4,412.31	\$52,947.74
2016	\$655.54	7	\$4,588.80	\$55,065.65
2017	\$681.77	7	\$4,772.36	\$57,268.27
2018	\$709.04	7	\$4,963.25	\$59,559.01
2019	\$737.40	7	\$5,161.78	\$61,941.37
2020	\$766.89	7	\$5,368.25	\$64,419.02
2021	\$797.57	7	\$5,582.98	\$66,995.78
2022	\$829.47	7	\$5,806.30	\$69,675.61
2023	\$862.65	7	\$6,038.55	\$72,462.64
2024	\$897.16	7	\$6,280.10	\$75,361.14
2025	\$933.04	7	\$6,531.30	\$78,375.59



**RESOLUTION**

**Substitute  
No. 1199-331**

**LIVINGSTON COUNTY**

**Date: November 15, 1999**

**RESOLUTION TO AUTHORIZE A LEASE WITH DUKE COMMUNICATION FOR  
TOWER SPACE TO ACCOMMODATE A LIVINGSTON COUNTY 800MHZ  
ANTENNA SYSTEM AND TO AUTHORIZE IMPROVEMENTS NECESSARY TO  
MEET THE SECURITY REQUIREMENTS OF THE MICHIGAN STATE POLICE**

**WHEREAS,** the Board of Commissioners of Livingston County has determined that a reliable communications system is critical to the safety of Public Safety personnel and the general public of the County; and

**WHEREAS,** the County determined that this was best served by joining and participating in the Michigan State Police 800 MHz radio system; and

**WHEREAS,** it has been determined that in order for the Michigan State Police 800 MHz system begin to approach a level of acceptable performance, an additional tower site is required; and

**WHEREAS,** it has been determined that this additional tower location is best placed on an existing tower owned by Duke Communications located at the CMS Energy site at Chilson and Nixon Roads; and

**WHEREAS,** with six (6) antennas required, the cost of this lease is \$350.00 per antenna per month or a total monthly cost of \$2,100.00 and the estimated cost of the structural modifications will not exceed \$50,000.00.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a lease agreement with Duke Communications for the placement of six (6) antennas at the cost of \$350.00 per antenna per month or a total monthly cost of \$2,100.00 for a period of ten years, commencing upon the completion of the tower.

**BE IT FURTHER RESOLVED** the Board authorizes the required structural modifications at a cost not to exceed \$50,000.00.

**BE IT FURTHER RESOLVED** that the Board authorizes negotiations with Motorola Radio Corporation for an installment purchase agreement for the necessary electronics.

**BE IT FURTHER RESOLVED** that authorization is hereby provided to seek proposals for the required site security fencing.

**BE IT FURTHER RESOLVED** that funding for this capital expense is available in the 800MHz account and funding of the re-occurring operating aspects will be placed in the budget of the 911 Central Dispatch operation.

**BE IT FURTHER RESOLVED** that the Chairman of the Board is hereby authorized to sign the lease agreement and other documents approved by this resolution after review and approval by civil counsel.

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**MOVED:** Commissioner Reader  
**SUPPORTED:** Commissioner Linksz  
**CARRIED:** 6-0-3 absent

cc: ✓ 9-1-1 CD/Emerg. Mgmt.  
Sheriff Dept.  
Accounting  
Treasurer

**CLERK'S CERTIFICATE**  
**STATE OF MICHIGAN**  
**COUNTY OF LIVINGSTON**  
I, Margaret M. Dunleavy Clerk of said County of Livingston and Clerk of the Circuit Court for said County, do hereby certify that I have compared the foregoing with the original record thereof, now remaining in my office and that it is a true and correct transcript therefrom, and of the whole of such original record.  
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County this 18<sup>th</sup> day of NOVEMBER A.D., 1999.  
MARGARET M. DUNLEAVY,  
County Clerk  
Deputy

RESOLUTION

Substitute  
NO. 1299-371

LIVINGSTON COUNTY

DATE: December 20, 1999

**RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT TO SUPPORT  
THE 800 MHz TOWER - COUNTY ADMINISTRATION**

**WHEREAS,** the Board of Commissioners of Livingston County has previously authorized the County Administrator to proceed to secure the necessary contract to construct and support an additional tower for the 800MHz public safety radio system; and

**WHEREAS,** this additional tower will be linked to the statewide 800MHz radio system, and therefore must comply with the specifications established by the State of Michigan; and

**WHEREAS,** much of this equipment is sole source through the Motorola Corporation, and

**WHEREAS,** Motorola has extended the opportunity to enter into an installment purchase of this equipment over a five-year period at an interest rate of 5.46%.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners of Livingston County hereby authorizes the purchase of Motorola radio equipment as specified in the amount \$353,641.13 from Motorola Corporation.

**BE IT FURTHER RESOLVED** that this purchase be made over a five-year period at an interest rate of 5.46% with an annual installment of \$82,723.60, with the first installment due one year after contract execution.

**BE IT FURTHER RESOLVED** that the Board also authorizes the creation of a contingency fund not to exceed 10% of the total cost.

**BE IT FURTHER RESOLVED** that the Board Chair is authorized to sign said contract upon review of civil counsel.

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MOVED: Commissioner Belser  
SUPPORTED: Commissioner Domas  
CARRIED: 8-1 (Hamilton) - 1 absent  
cc: Co. Admin.  
Emerg. Mgmt.  
Sheriff Dept.  
Accounting  
Treasurer

**CLERK'S CERTIFICATE**  
**STATE OF MICHIGAN**  
**COUNTY OF LIVINGSTON**  
I, Margaret M. Dunleavy, Clerk of said County of Livingston and Clerk of the Circuit Court for said County, do hereby certify that I have compared the foregoing with the original record thereof, now remaining in my office and that it is a true and correct transcript therefrom, and of the whole of such original record.  
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County this 29th day of DECEMBER A.D., 1999.  
MARGARET M. DUNLEAVY,  
Ann B. Utter COUNTY CLERK  
DEPUTY



## TOWER ATTACHMENT LICENSE AGREEMENT

**THIS TOWER ATTACHMENT LICENSE AGREEMENT** ("License") is made and entered into as of the 28th day of February, 2000, by and between **DUKE COMMUNICATION SERVICES, INC.** ("Licensor"), and the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan ("Licensee").

### **RECITALS:**

**WHEREAS**, Licensor desires to license unto Licensee certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased or owned by Licensor upon which Licensee intends to install other equipment and devices; and,

**WHEREAS**, Licensee desires to license from Licensor certain space on a tower operated by Licensor upon which Licensee intends to mount certain of Licensee's antennas together with related and ancillary equipment, and certain ground space upon real property leased or owned by Licensor upon which Licensee intends to install other equipment and devices.

**NOW THEREFORE**, for and in consideration of the terms and mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Premises.** Licensor hereby grants to Licensee a license to install, maintain and operate Licensee's wireless communications equipment and appurtenances on a tower owned by Licensor ("Tower"), including seven (7) antennas on the Tower, more particularly described in Exhibit "D" attached hereto, which is located on certain real property leased or owned by Licensor more particularly described in Exhibit "A" attached hereto ("Property"); and to install, maintain, operate and remove Licensee's equipment cabinet or shelter and related devices owned by Licensee on approximately seven hundred (700) square feet of the Property at a location to be agreed upon in writing between Licensor and Licensee (the space occupied by Licensee on the Property and the Tower hereinafter shall be referred to collectively as the "Premises"). Licensor also grants Licensee rights of ingress, egress and utilities to the Premises twenty-four (24) hours per day, seven (7) days per week during the Initial Term and any Renewal Term (as hereinafter defined in Sections 3 and 4) of this License over that real property described in Exhibit "B" attached hereto ("Easement").

2. **Use.** Licensee may use the Premises for the receipt and transmission of wireless communications signals and for inspection and maintenance of its equipment and structure on the premises and for maintenance of its access easement, and fueling of its generator. The use granted Licensee by this License shall be non-exclusive and limited in strict accordance with the terms of this License. Licensor shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Licensor. Licensee shall have no property rights or interest in the Premises or the

Easement by virtue of this License. Should the Property not be owned in fee by Licensor, this License shall also be subject to the terms and continued existence of that certain Tower Site Lease Agreement for the Premises entered into between Licensor and Panhandle Eastern Pipeline Corporation which became effective November 1, 1998. In the event the Lease expires or is terminated, this License shall terminate as between Licensor and Licensee on the effective date of termination of the Lease and Licensor shall have no liability to Licensee as a result of the termination of this License. Licensor shall give Licensee written notice of such termination or expiration of the Lease as provided herein or as soon as practicable but no later than sixty (60) days prior to the date of termination or expiration.

3. **Initial Term.** The Initial Term of this License shall commence on the date this License Agreement is signed by Licensee ("Commencement Date") and expire on the last day of month of the fifth (5<sup>th</sup>) anniversary of this License ("Initial Term").

4. **Renewal Terms and Termination.** Licensee may extend the term of this License for four (4) additional consecutive five (5) year periods (each a "Renewal Term" and, collectively, the "Renewal Term(s)"). Licensee shall be deemed to have exercised its option to extend the term as to each Renewal Term unless Licensee delivers to Licensor written notice to the contrary at least six (6) months prior to the end of the then existing Initial Term or Renewal Term, as the case may be. Except as provided in Section 5 below, all terms and conditions of this License shall remain in full force and effect during the Renewal Terms. The Initial Term and the properly exercised Renewal Term(s) collectively are referred to as the "Term."

Notwithstanding any other provisions in this License Agreement to the contrary, the Licensee may terminate this License Agreement at any time and without penalty with a minimum of twelve (12) months prior written notice to the Licensor (hereinafter referred to as the "Termination Notice Period"). In the event the Licensor is able at any time during the Termination Notice Period to find another licensee who will pay a sum equal or greater than the sum to be paid by the Licensee during such period, the Licensee will be released from its obligation to occupy the Premises and pay the sum due and owing for the remainder of the Termination Notice Period.

5. **Consideration.** During the first year of the Initial Term, Licensee shall pay monthly to Licensor as consideration, the sum of THREE HUNDRED FIFTY and 00/100 DOLLARS (\$350.00) per antenna; during the second year of the Initial Term, Licensee shall pay monthly to Licensor as consideration the sum of THREE HUNDRED SIXTY-FOUR and 00/100 DOLLARS (\$364.00) per antenna and during each year of the Term thereafter (*i.e.*, including Renewal Terms), Licensee shall pay monthly to Licensor as consideration that sum which is one hundred four percent (104%) of the consideration payable monthly pursuant to this section 5 in the immediately prior year of the Term (such that, pursuant to this section 5, THREE HUNDRED SEVENTY-EIGHT and 56/100 DOLLARS (\$378.56) per antenna will be paid monthly in the third lease year, THREE HUNDRED NINETY-THREE and 70/100 DOLLARS (\$393.70) per antenna will be paid monthly in the fourth lease year, etc.) (collectively, "Rent").

In the first year of this License Agreement the Licensee shall commence paying the \$350.00 per month for each antenna on the Tower on the 1<sup>st</sup> day of the month.

In the event that the Commencement Date is other than the first day of the calendar month, Rent shall be prorated for that month for the number of days remaining in that month. The Rent shall be paid in advance. The first monthly payment shall be due on the Commencement Date. Rent paid by Licensee to Licensor shall be due without set-off, or demand from Licensor to Licensee.

(i) Any Rent not received by Licensor within ten (10) days of the date when due shall be subject to interest of twelve percent (12%) per annum or the maximum lawful rate, whichever is less, from the due date until paid and a late fee of five percent (5%) of the Rent past due and further referenced in section 21 (a), (i) & (iii). The payment of all fees and sums required under this License prior to termination of this License shall survive termination of this License.

Licensor, acting in its sole discretion, has the right to apply any payments made by Licensee to the satisfaction of any debt or obligation of Licensee to Licensor regardless of the instructions of Licensee as to the application of any payments, even if such instructions are endorsed on Licensee's check. Licensor's acceptance of a check or checks drawn by others than Licensee shall in no way affect Licensee's liability under this License, nor shall it be deemed an assignment, or an approval by Licensor of any assignment of this License by Licensee.

(ii) Any other sum not received by Licensor within thirty (30) days of the date when due shall be subject to interest of twelve percent (12%) per annum or the maximum lawful rate, whichever is less. The payment of all fees and sums required under this License prior to termination of this License shall survive termination of this License.

6. **Warranty of Title and Quiet Enjoyment.** Licensor warrants that (i) Licensor leases or owns the Property and operates the Tower; and (ii) Licensor has full right to make and perform this License subject to the terms, covenants and conditions of the Lease. This License shall be subordinate and inferior to any mortgage or lien which currently or hereafter encumbers the Property or the Tower.

7. **Improvements by Licensee.**

a) **Equipment.** A description of the communications systems equipment, shelter, compound and other personal property owned or operated by Licensee which Licensee anticipates will be located by Licensee on the Premises is attached hereto as Exhibit "C" ("Equipment"). Licensor hereby grants Licensee reasonable access to the Tower and the Premises for the purpose of installing, upgrading, and maintaining the Equipment and appurtenances. Licensee shall be responsible for all site work to be done on the Premises pursuant to this License. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Licensee shall

not construct or install any equipment or improvements on the Premises other than which are described in Exhibit "C" or alter the radio frequency of operation of the Equipment without first obtaining the prior consent of Licensor, which consent may be withheld by Licensor in Licensor's sole and absolute discretion. The Equipment shall remain Licensee's exclusive personal property throughout the Term and upon termination of the License. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License; provided, Licensee repairs any damage to the Property or the Tower caused by such removal. If Licensee does not remove the Equipment on or prior to the expiration or termination of this License, Licensee shall remove such Equipment within a reasonable period (that reasonable period being 30 days) thereafter provided Licensee pays to Licensor one-hundred and fifty percent (150%) of the Rent in effect during such holdover period. All conditions, provisions and obligations of this License shall be in effect during such holdover period.

b) Plans, Structural Analysis and Radio Frequency ("RF") Intermodulation Interference Analysis. Prior to commencement of any construction or installation on the Premises by Licensee, Licensee shall furnish, for review and approval by Licensor, which approval shall not be unreasonably withheld, the following:

(i) Licensee, at its sole cost and expense, shall provide plans and specifications for construction or installation of the improvements ("Plans and Specifications"). Licensee shall not commence the construction or installation on the Premises until such time as Licensee has received written approval of the Plans and Specifications from Licensor. Licensee shall be responsible for paying in advance to Licensor the cost of any structural enhancements to be made to the Tower to accommodate the Equipment. All such structural enhancements shall become the property of Licensor, and upon request, Licensee shall promptly provide to Licensor any bills of sale or documentation evidencing Licensee's ownership of said enhancements. Licensee shall use a construction firm designated by Licensor for any construction activities to be conducted by Licensee on the Property and the Easement and the installation of Licensee's Equipment on the Tower.

(ii) Licensee, at its sole cost and expense, shall conduct a structural analysis and wind load analysis of the Tower which includes any existing loads and the load of Licensee's antennas, cabling and appurtenances, unless otherwise notified in writing by Licensor.

(iii) Licensee, at its sole cost and expense, shall conduct an RF Analysis of the Equipment with all other equipment which is on the Tower as of the Commencement Date, unless otherwise notified in writing by Licensor.

(iv) Licensee shall use the company of Licensor's choice for the preparation of the Structural Analysis, RF Analysis, and any other modification of any type to the Tower, and Licensee shall be solely responsible for and shall indemnify Licensor

from all costs and expenses associated with these materials and services. Licensee shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Premises. Copies of the construction permit issued to Licensee shall be provided to Licensor.

c) Compliance with Governmental Rules. All work shall be performed by Licensee or Licensee's employees, contractors or agents in a good and workmanlike manner. Licensor shall be entitled to require strict compliance with the Plans and Specifications approved by Licensor pursuant to Section 7(b), including specifications for the grounding of Licensee's equipment and antennas. All construction, installations and operations in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission (FCC), Federal Aviation Administration (FAA) and all applicable codes and regulations of the city, county and state concerned. Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA, if those requirements as imposed on Licensee are in excess of those required of Licensor. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor.

d) Relocation of Equipment. Licensor reserves the right to change the location of Licensee's Equipment on the Tower upon sixty (60) days written notice to Licensee to accommodate the communications equipment of Licensor but no other then existing or prospective user of the Premises other than Licensor. Licensee shall relocate or remove the Equipment, at Licensor's expense, within sixty (60) days of receipt of any such notice by Licensor; provided, however, if the relocated space is unacceptable to Licensee, in Licensee's reasonable discretion, Licensee shall have the right to terminate this License upon written notice to Licensor. If within the first five (5) years of this License Agreement Licensee has to remove one or more of its antenna, due to Licensor's equipment needs, Licensor shall pay to Licensee that pro-rata portion of the initial structural cost Licensee paid for that removed antenna. Upon such termination, the parties to the License shall be released from all duties, obligations, liabilities and responsibilities under the License except for any tax obligations, and Licensee's obligation to remove the Equipment from the Property. Notwithstanding the foregoing, in the event Licensor needs additional capacity for its equipment and there is no space on the Tower in which to relocate Licensee's Equipment, upon one hundred and eighty (180) days notice, Licensor may terminate this License Agreement, and thereafter the License shall be of no further force and effect, except for any tax obligations, and Licensee's obligation to remove the Equipment from the Property.

If this License Agreement is terminated pursuant to this section, the Licensor shall make a good faith effort to find another tower acceptable to Licensee to which Licensee may relocate its equipment. The Licensor shall pay the cost of such transfer.

8. **Utilities.** All utility services installed on the Premises for the use or benefit of Licensee shall be underground, made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for the payment of utility charges including connection charges and security deposits incurred by Licensee.

9. **Taxes and Franchise Fees.**

a) **Property Taxes.** Licensor shall pay all real property taxes or assessments that may be assessed against the Property and the Tower. Licensee shall list with the taxing authority all of its property located upon the Premises and pay all taxes or assessments attributable thereto and shall reimburse Licensor within thirty (30) days from demand for any increase in real property taxes which are assessed as a direct result of Licensee's improvements to the Premises. As a condition of Licensee's obligation to pay any such tax increase, Licensor shall provide to Licensee documentation from the taxing authority, reasonably acceptable to Licensee, indicating the increase is due to Licensee's improvements.

b) **Sales and Use Taxes.** Licensee shall reimburse Licensor within thirty (30) days from demand for any sales or use taxes imposed upon rental receipts or other fees received by Licensor under this Agreement. As a condition of Licensee's obligation to pay such taxes, Licensor shall provide to Licensee documentation from the taxing authority, reasonably acceptable to Licensee, indicating the imposition of such tax and the amount thereof .

10. **Interference.**

a) Licensee agrees to install equipment of types and radio frequencies which will not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property or the Tower which are in place as of the Commencement Date. In the event that Licensor allows Licensee to install additional equipment or modify or replace existing equipment at some point in the future, such modifications or additional or replacement equipment shall not cause interference to communications operations being conducted from the Property or the Tower by Licensor or other occupants of the Property on the Tower which are in place as of the date of installation of the modification or additional or replacement equipment. Licensee also covenants that the equipment installed by Licensee shall comply with all applicable laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Licensee of written notice from Licensor describing the existence of the interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within thirty (30) days after receipt by Lessee of such prior written notice from Licensor of the existence of interference, this License

shall then terminate without further obligation on either part except as may be specifically enumerated herein and Licensee agrees to then remove the Equipment from the Premises.

b) In the event that Licensor agrees to place antennas on the Tower or authorizes changes in the frequency of existing antennas after entry into this License Agreement or enters into subleases or license agreements in the future with others for the Property or the Tower, then Licensor agrees to change its equipment or frequency and/or to require such sublessee or licensee to install equipment of types and radio frequencies that will not cause interference to Licensee's communications operations which are being conducted from the Premises at the time such subsequent licensee or sublessee installs its equipment. Licensor agrees that in the event such sublessee or licensee causes such interference, Licensor will require such sublessee or licensee to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by such sublessee or licensee of notice from Licensor of the existence of interference, Licensor shall cause such sublessee or licensee to disconnect the electric power and shut down such sublessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not completely rectified to the satisfaction of Licensee within fifteen (15) days after receipt by such sublessee or licensee of such prior notice from Licensor of the existence of interference, Licensor shall cause such sublessee or licensee to remove such sublessee's or licensee's antennas and equipment from the Property and the Tower.

c) In the event equipment and/or radio frequencies used on the Premises by the Licensor or a preexisting sublessee or licensee at the time of entry into this License Agreement causes interference with the Licensee's communication operations being conducted from the Premises and modifications by the Licensee, at Licensee's sole expense, can not be made to Licensee's equipment and frequencies or to that of the Licensor or a preexisting sublessee or licensee that eliminates such interference, the Licensee may terminate this License Agreement without penalty, by delivery of written notice to the Licensor. Such termination shall become effective on the date stated in the notice.

#### **11. Maintenance and Repairs.**

a) Licensee shall perform all repairs necessary or appropriate to the Equipment, subject to Exhibit D, on or about the Premises or located on any appurtenant rights-of-way or access to the Premises maintaining it in good and tenantable condition, reasonable wear and tear, damage by fire, the elements or other casualty excepted. Damage to the Equipment resulting from the acts or omissions of Licensor shall at Licensee's option either be repaired by Licensor at Licensor's cost and expense, or the Licensor shall reimburse Licensee for the actual costs incurred as evidenced by adequate documentation by Licensee in repairing such damage or replacing such Equipment.

b) Licensor, at Licensor's sole cost and expense, shall maintain the Tower, and any other portions of the Property and improvements thereto, in good order and repair, wear and

tear, damage by fire, the elements or other casualty excepted. Damage to the Tower or the equipment or improvements of Licensor or others located on the Property or the Tower, which results from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense, or at the option of Licensor, Licensee shall reimburse Licensor for the actual costs incurred as evidenced by adequate documentation by Licensor in repairing such damage or replacing such equipment or improvements.

12. **Tower Marking and Lighting Requirements.** Licensor shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC; however, if the requirement for compliance results from the presence of the Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensor does hereby agree to indemnify and hold Licensee harmless from any and all losses, damages, fines, penalties or costs of any kind which may arise from the improper design, maintenance or operation of the Tower or tower lighting systems, or which may be imposed by the FAA, FCC or any other federal, state or local agency arising from the improper design, maintenance or operation of the Tower or tower lighting systems unless such obligations arise solely as a result of the installation of the Equipment on the Tower. Should Licensee be cited because the Premises are not in compliance and, should Licensee fail to cure the conditions of noncompliance, Licensor may either terminate this License or, with prior notice from Licensor to Licensee and allowing Licensee a reasonable opportunity to cure, proceed to cure the conditions of noncompliance at Licensee's expense.

13. **Mechanics' Liens.** Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be enforced against the Premises or any part thereof. Licensor shall have the right at any time to post and maintain upon the Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration or removal of materials on the Premises. Licensor shall assume no liability for the payment of materials or labor which accrue in the installation of Licensee's improvements upon the Premises and no mechanics' or materialmen's liens for Licensee's improvements shall attach to the interest of Licensor in the Premises.

14. **Liability.**

a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities of the Licensee on the Premises or from the Licensee's performance of its responsibilities under this License Agreement shall be the responsibility of the Licensee, and not the responsibility of the Licensor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Licensee, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the Licensee, its officers, employees, or agents by statute or court decisions.



b) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, of the Licensor on the Premises or from the Licensor's performance of its responsibilities under this License Agreement shall be the responsibility of the Licensor and not the responsibility of the Licensee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Licensor, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity the Licensor, its officers, employees or agents may have by statute or court decisions.

15. **Financing Agreements.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in and to the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties").

16. **Disclaimer of Warranties, Incidental and Consequential Damages.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES OR THE TOWER. LICENSEE ACCEPTS THE PREMISES "AS IS." LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE PREMISES;.

17. **Environmental Indemnification.** Licensor shall hold Licensee harmless from and indemnify Licensee against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property by Licensor or Licensor's Authorized Agent. With the exception of liquid propane required to fuel the emergency generator which Licensee shall install on the Property, the Licensee shall not generate, store, dispose of, or transport to, on or under the Property any hazardous substances. The Licensee shall hold harmless the Licensor and shall be responsible for any damage, loss, expense and costs arising from the transporting, storing and use of liquid propane on the Property.

For purposes of this License, "hazardous substances" shall mean (1) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (2) any substance which is flammable, radioactive, corrosive or carcinogenic, (3) any substance, the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto, or (4) any substance, the presence of which on the Property requires investigation or remediation under any Hazardous Substance Law (as hereinafter defined), as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Toxic Substances

Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. § 11001 et seq.; and any other applicable federal, state, or local law or regulation.

**18. Liability Insurance.**

a) Licensor shall carry during the term of this License, at Licensor's own cost and expense, respectively, the following insurance: (i) "All Risk" property insurance which insures Licensor's property for such Property's full replacement cost; (ii) comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$2,000,000.00 with a combined limit for bodily injury and/or property damage for any one occurrence; and (iii) excess/umbrella coverage of \$3,000,000.00.

(b) Licensee shall carry during the term of this License, at Licensee's own cost and expense, respectively, the following insurance: (i) "All Risk" property insurance which insures Licensee's property for such property's full replacement cost; and (ii) Comprehensive general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$2,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence, and (iii) excess/umbrella coverage of \$3,000,000. It is understood and agreed that the insurance coverage to be maintained by the Licensee shall be provided under a self insured program through the Michigan Municipal Risk Management Authority (MMRMA).

(c) Licensor and Licensee shall each name the other as an additional insured under each party's own liability policy, respectively, and require each party's own insurance company, respectively, to endeavor to give at least thirty (30) days' written notice of termination or cancellation of the policy to the additional insured. A certificate of such insurance, or letter from the MMRMA, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to the additional insured within thirty (30) days from the execution of this License and before the expiration of any term of such insurance from an insurance company authorized to do business in the state in which the Property is located.

**19. Subrogation.**

a) In General. All insurance policies required under this License shall contain a waiver of subrogation provision under the terms of which the insurance underwriter waives all of such underwriter's rights to proceed against Licensor and Licensee.

b) Mutual Release. Licensor and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Premises and to the fixtures, personal property, improvements and alterations in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by them and required by this License; provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies. Licensor shall be named as an additional insured on any insurance policy procured by Licensee pursuant

to this License and Licensee shall be named as an additional insured on any insurance policy procured by Licensor pursuant to this License.

20. **Destruction or Condemnation.** If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain so as to interfere with Licensee's use and occupancy thereof, then this License shall cease on the part so taken on the date of possession by such authority of that part, and any unearned Rent paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such possession, and Licensee shall have the right to terminate this License upon written notice to Licensor, which notice shall be delivered by Licensee within thirty (30) days following the date notice is received by Licensee of such taking or possession. If Licensee chooses not to terminate this License, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of Licensee's use of the Premises.

21. **Default and Remedies.**

a) The occurrence of any of the following instances shall be considered to be a default or a breach of this License by Licensee:

(i) any failure of Licensee to pay the Rent or any other charge for which Licensee has the responsibility of payment under this License within thirty (30) days of the date when due;

(ii) any failure of Licensee to perform or observe any term, covenant, provision or conditions of this License which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

(iii) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors;

(iv) this License or Licensee's interest herein or Licensee's interest in the Premises are executed upon or attached; or

(v) the imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or the Property.

b) In the event of a default by Licensee under the terms of Section 21 of this License Agreement and after the Licensee's failure to cure such default within the time allowed the Licensee to cure such default, then Licensor may, terminate this License by giving written notice to the Licensee stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable all Rents which are and will become due as of the effective date of termination. After the effective date of termination, the Licensor may terminate electrical power to the Equipment, and remove the Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense.

c) In the event of Licensor's default, Licensee shall have all rights permitted by law including but not limited to the right to terminate this License in the event a default is not timely cured.

22. **Notices.** All notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing. Such notices or demands shall be mailed to the other party at the following address:

Licensor: Duke Communication Services, Inc.  
400 South Tryon St. (28285)  
(PO Box 1007 – WC29H, Zip 28201-1007)  
Attention: General Manager

with a copy to: Duke Energy Corporation  
422 South Church St.  
P.O. Box 1244  
Charlotte, NC 28202  
Attention: Law Department

Licensee: Livingston County Administrator  
304 E. Grand River Ave.  
Howell, MI 48843

23. **Entire Agreement and Modifications.** This License contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This License may be modified only by an agreement in writing executed by Licensor and Licensee.

24. **Successors and Assigns.** This License shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of Licensor and Licensee.

25. **Limitation of Licensor's and Licensee's Liability.** If either the Licensor or Licensee shall fail to observe any term, condition, covenant or obligation required to be performed or observed by it under this License, and the other party, as a consequence thereof, recovers a money judgment against the breaching party (whether compensatory or punitive in

nature), both Licensor and Licensee agree that for the collection of the judgment the liability of the party against whom the judgment was entered and the sum that may be collected shall not exceed the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) per judgment, as ~~herein defined in section 18 of this agreement~~. The Licensor and Licensee further agree that no other assets of the other party shall be subject to levy, execution or other process for the satisfaction of a judgment. 18

26. **Subordination.** This License and any option or right of first refusal granted hereunder, at Licensor's option, shall be subordinate to any ground lease, mortgage, deed of trust or other encumbrance now or hereafter placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any ground lessor, mortgagee, beneficiary or other lienholder shall elect to have this License and any such option or right of first refusal prior to the lien of the ground lease, mortgage, deed of trust or other encumbrance, and shall give written notice thereof to Licensee, this License and such option or right of first refusal shall be deemed to be prior to such ground lease, mortgage, deed of trust or other encumbrance, whether this License or such option or right of first refusal is dated prior or subsequent to the date of such ground lease, mortgage, deed of trust or other encumbrance or the date of the recording thereof. Licensee agrees to execute any documents required to effect an attornment or subordination or to make this License and such option or right of first refusal prior to the lien of any ground agreement, mortgage, deed of trust or other encumbrance. Licensee's failure to execute any such documents within thirty (30) days after written demand shall constitute a material default by Licensee hereunder, or, at Licensor's option, Licensor shall execute any such documents on behalf of Licensee as Licensee's attorney-in-fact. Licensee hereby makes, constitutes and irrevocably appoints Licensor as Licensee's attorney-in-fact to execute any such documents in Licensee's name, place and stead.

27. **Assignment.** Licensee shall not voluntarily, involuntarily or by operation of law assign to any party other than the Michigan Department of State Police, or mortgage, sublet or otherwise transfer or encumber all or any part of Licensee's interest in this License or in the Premises without Licensor's prior written consent which consent may be withheld in the sole and absolute discretion of Licensor. Any attempted assignment to a party other than the Michigan Department of State Police, or mortgage, subletting or other transfer or encumbrance without the consent of Licensor shall be void and shall, at Licensor's election, constitute a breach of this License without any need for notice thereof to Licensee. If Licensee desires at any time to assign to anyone other than the Michigan Department of State Police or otherwise transfer this License or to sublet the Premises or any portion thereof, it shall first notify Licensor of its desire to do so and shall submit in writing to Licensor (i) the name of the proposed sublessees or assignee; (ii) the terms and provisions of the proposed sublease or assignment; and (iii) such financial and other information as Licensor may reasonably request concerning the proposed sublessees or assignee. At any time within fifteen (15) days after Licensor's receipt of the information specified, Licensor may by written notice to Licensee and in Licensor's sole and absolute discretion consent to the subletting or assignment upon the terms and to the sublessees or assignee proposed; (i) refuse to give its consent; (ii) sublease or make an assignment of Licensee's leasehold estate hereunder or such part thereof as shall be specified

in such notice upon the same terms as those offered to the proposed sublessees or assignee, as the case may be. Licensee agrees that Licensor may, with the exception of an assignment to the Michigan Department of State Police, refuse to consent to any proposed assignment or subletting for any reason or reasons deemed sufficient and reasonable by Licensor and may consent to a proposed subletting or assignment subject to such conditions as Licensor, in its sole discretion, deems appropriate including, without limitation, the condition that the rent under this License be increased. If Licensor consents to such assignment or subletting, Licensee may, within ninety (90) days after the date of Licensor's consent, enter into a valid assignment or sublease of the Premises or portion thereof upon the terms and conditions described in the information required above to be furnished by Licensee to Licensor, or upon other terms not more favorable to Licensee; provided, however, that any material change in such terms shall be subject to Licensor's consent.

28. **Sale of Tower and Property by Licensor.** Licensor may sell, transfer or assign its interest in this License in whole or part of the Tower and Property governed by this License, upon notice to Licensee provided that such sell, transfer or assignment shall be subject to the terms, covenants and conditions of this License.

29. **Representations and Warranties of Licensee.** Licensee represents and warrants to Licensor that:

a) **Organization, Good Standing and Authority.** It is a municipal corporation and political subdivision of the State of Michigan and has the requisite power and authority to enter into and perform this License.

b) **Authorization and Validity of Agreement.** That Licensee's execution and delivery of this License have been authorized by the Board of Commissioners of Licensee, and no further action on the part of Licensee is necessary to authorize this License or the consummation of the transactions contemplated herein. This License constitutes the valid and binding obligation of Licensee duly enforceable in accordance with its terms.

c) **No Breach of Other Instruments.** That there is no contract or agreement or other instrument to which Licensee is a party or by which Licensee or its assets are bound which prohibits the execution or delivery by Licensee of this License or the performance or observance by Licensee of any term or condition of this License and, subject to the fulfillment of all conditions set forth therein, neither execution and delivery of this License nor the consummation of the transactions contemplated hereby will violate any term or provision of any such contract, agreement or instrument.

d) **No Violation of Law or Order.** That subject to the fulfillment of all conditions set forth herein, neither the execution and delivery of this License nor transactions contemplated hereby, shall result in the violation by Licensee of any, law, regulation, judgment or order of any court or governmental authority applicable to Licensee or result in a breach of the terms of this or any other agreement to which Licensee is a party.

30. **Miscellaneous.**

a) **Integration.** It is understood that there are no oral agreements or representations between the parties hereto affecting this License, and this License supersedes and cancels any and all previous negotiations, arrangements, agreements or representations and understandings, if any, between the parties hereto with respect to the subject matter thereof. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

b) **Headings.** The Headings and Section titles herein are for convenience only and do not in any way define, limit or construe the contents of such Sections.

c) **Severability.** If any rate, term, covenant, condition or obligation contained herein shall, to any extent, be determined by a court of competent jurisdiction, not subject to further appeal, to be invalid or unenforceable in any respect under the laws governing this License, the parties shall negotiate in good faith to replace such rate, term, covenant, condition or obligation to maintain the relative economic benefits to the parties. If such benefits cannot be substantially restored, Licensor shall have the option, exercisable upon one year prior written notice to Licensee, to terminate this License in its entirety whereupon it shall be of no further effect whatsoever except the parties shall comply with the responsibilities subsequent to termination; so long as Licensor fails to exercise said option or, if Licensor exercises said option, until said termination, this License shall continue in full force and effect less said invalid or unenforceable rate, term, covenant, condition or obligation, and any affected portion or provision of this License shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this License, and the parties hereby declare that they would have agreed to the remaining parts of this License if they had known that the said rate, term, covenant, condition, or obligation would be determined to be illegal, invalid or unenforceable. It is the intention of the parties hereto that if any provision of this License is capable of two interpretations, one of which would render the provision void and the other of which would render the provision valid then the provision shall have the meaning which renders it valid.

d) **Force Majeure.** Except as otherwise provided in this License, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such delay or stoppage.

e) **Estoppel Certificate.** Licensee shall, upon not less than ten (10) days prior written notice from Licensor, execute, acknowledge and deliver to Licensor a statement in writing on a form prescribed by Licensor certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this License as so modified is in full force and effect) and the date to which the rent and other charges are paid in

advance, if any, and acknowledging that there is not, to Licensee's knowledge, any uncured default on the part of Licensor hereunder, or specifying such default if any is claimed. Any such statement may be conclusively relied upon by any prospective purchaser or secured party; Licensee's failure to deliver such statement within thirty (30) days shall be deemed to be a material breach of or default under this License or shall give rise to a conclusive presumption that (i) this License is in full force and effect, without modification except as may be represented by Licensor, (ii) not more than one (1) month's rent has been paid in advance, and (iii) there are no uncured defaults in Licensor's performance. If Licensor desires to finance, refinance or sell the Premises or any part thereof, Licensee hereby agrees to deliver to any lender or purchaser designated by Licensor such financial statements and representations of Licensee as may be reasonably required by such Lender or purchaser. All such financial statements and representations shall be received by Licensor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

f) Cessation of Licensor's Liability Upon Transfer. In the event of any transfer of the Premises by Licensor, Licensor shall be relieved from and after the date of such transfer of all liability with respect to Licensor's obligations thereafter to be performed, provided that any funds in the hands of Licensor (or such grantor) at the time of such transfer in which Licensee has an interest, shall be delivered to the grantee. Subject to the foregoing, the obligations contained in the License to be performed by Licensor shall be binding upon Licensor's successor and assigns only during their respective periods of ownership.

g) Successor Liability. The liability of the mortgagee, trustee or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Licensor under this License shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises and such liability shall not continue or survive after further transfer of ownership.

h) Attornment. Upon request of the mortgagee, Licensee will attorn, as lessee under this License, to the purchaser at any foreclosure sale thereunder, or if any ground or underlying License be terminated for any reason, Licensee will attorn, as Licensee under this License, to the ground lessor under the ground License and will execute such instruments as may be necessary or appropriate to evidence such attornment.

i) Right to Modify. Should the ground lessor or the mortgagee require a modification or modifications of this License which will not bring about any increase in the financial obligations of Licensee under this License or in any other way substantially change the rights and obligations of Licensee hereunder, then and in such event, Licensee shall execute such documents or agreements as may be necessary to so modify the License.

j) Liability of Licensor. Notwithstanding anything to the contrary provided for herein, each and every term, covenant, condition and provision of this License is hereby specifically made subject to the provisions of this Section 30(j). It is specifically understood and agreed that Licensor's and Licensee's sole recourse in the event the other party fails to observe or perform any term, covenant, condition or provision of this License shall be to seek a money judgment against the breaching party (whether compensatory or punitive in nature) of up to, but not to



exceed, the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00). Neither Licensor nor Licensee shall have any right to obtain judgment against the other in excess of the above-stated sum, nor shall either party have any right to seek and/or obtain any judgment against any personal assets of any member, elected or appointed officer, director or employee of the other party. Such exculpation of personal liability is absolute and without any exception whatsoever.

k) Certain Rules of Construction. Notwithstanding the fact that certain references elsewhere in this License to acts required to be performed by Licensee hereunder, or to breaches or defaults of this License by Licensee, omit to state that such acts shall be performed at Licensee's sole cost and expense, or omit to state that such breaches or defaults by Licensee are material, unless the context implies to the contrary, each and every act to be performed or obligation to be fulfilled by Licensee pursuant to this License shall be performed or fulfilled at Licensee's sole cost and expense. Licensee shall be fully responsible and liable for the observance and compliance by concessionaires of and with all the terms and conditions of this License, which terms and conditions shall be applicable to concessionaires as if they were the Licensee hereunder and failure by a concessionaire fully to observe and comply with the terms and conditions of this License shall constitute a default hereunder by Licensee.

l) Counterparts. This License may be executed in counterparts with the same effect as if both parties hereto had signed the same document. Both counterparts shall be construed together and shall constitute one (1) License.

m) Interpretation. This License shall not be construed either for or against Licensor or Licensee, but this License shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

n) Governing Law. This License shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without reference to its choice of law principles.

o) Resolution of Claims and Disputes.

- i) If either the Licensor or the Licensee has a claim or dispute which arises out of or relates to this License Agreement, they may seek any remedies available at law and/or in equity to resolve the dispute.
- ii) The venue for the bringing of any legal or equitable action under this License Agreement shall be established in accordance with the laws of the State of Michigan and/or Michigan Court Rules. The venue for any arbitration under this License Agreement shall be the County of Livingston in the State of Michigan. In the event that any action is brought under this License Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- iii) The Licensor and the Licensee may, if they mutually agree in writing signed by their authorized representatives, submit any claims, disputes or other matters in question arising out of or relating to this License Agreement or breach thereof to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. If the parties are unable to agree on a single independent arbitrator within fifteen (15) days, each Party shall select one (1) independent arbitrator and the two (2) arbitrators shall mutually select a third independent arbitrator, the three of whom shall serve as an arbitration panel. The decision of the arbitrator(s) shall be final and binding upon the parties and shall include written findings of law and fact, and judgment may be obtained thereon by either party in a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties hereto unless the award otherwise provides.
- (iv) If the Licensor and Licensee mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law by any court having jurisdiction thereof.
- (v) It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claim, disputes or matters which may arise between the Licensor and Licensee.

p) **No Partnership.** Licensee and Licensor agree that their relationship under this License shall be that of Landlord and Tenant and that no other relationship including that of a partnership is intended or shall be created by this License.

q) **Confidentiality.** In addition to this License, which Licensor considers to be confidential, neither Licensor or Licensee shall disclose Confidential Information to others, except as may be required by law or by Court order. The term "Confidential Information" means information, except as may be in the public domain, about either party's projects, processes, management, operations, services, purchasing, accounting, marketing, merchandising, pricing, selling, research and development, or any other information designated by either party in writing to the other to be of a proprietary or competitively sensitive nature.

r) **Nondiscrimination.** The parties to this License Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or

position, height, weight or marital status. Breach of this subsection shall be regarded as a material breach of this License Agreement.

**IN WITNESS WHEREOF**, the Licensor and Licensee have executed this Tower

**(SIGNATURES CONTINUED ON PAGE 20)**

**[CONTINUATION OF TOWER ATTACHMENT LICENSE AGREEMENT BETWEEN PARTIES BELOW DATED 2-28-00 FOR ATTACHMENT OF 7 ANTENNAS ON TOWER AT PART OF THE NE 1/4, SEC 20, T2N-R5E GENOA TWP, LIVINGSTON COUNTY, MICHIGAN]**

Attachment License Agreement as of the date and year first above written.

**LICENSOR:**

**DUKE COMMUNICATION SERVICES, INC.,  
a North Carolina Corporation**

By: James B. Miller  
James B. Miller  
Title: Vice President and General Manager  
Date: February 28, 2000

ATTEST:  
Sandra D. Willard  
Secretary

(CORPORATE SEAL)

**LICENSEE:**

**COUNTY OF LIVINGSTON,  
a municipal corporation and political  
subdivision of the State of Michigan**

By: David J. Domas  
David J. Domas, Chairperson  
Title: County Board of Commissioners  
Date: 3-9-00

ATTEST:  
Margaret M. Dunleavy  
Margaret M. Dunleavy,  
Livingston County Clerk

(COUNTY SEAL)

**APPROVED AS TO FORM ONLY  
FOR COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.**

By: Robert D. Townsend  
Robert D. Townsend

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**Duke Communication Services will attach on executed contract  
after survey of this property is complete.**

**SEE ATTACHED DRAWINGS AND LEGAL DESCRIPTIONS PREPARED BY BOSS  
ENGINEERING, BEARING JOB NO. 99562 AND DATED 12/20/99.**



LICENSOR INITIALS: 

LICENSEE INITIALS: 

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENTS

SEE ATTACHED DRAWINGS AND LEGAL DESCRIPTIONS PREPARED BY BOSS  
ENGINEERING, BEARING JOB NO. 99562 AND DATED 12/20/1999.

LICENSOR INITIALS:   
LICENSEE INITIALS: 

**EXHIBIT "C"**

**EQUIPMENT AND BUILDING SPACE**

**(to be replaced with an exhibit showing the site plan prepared by Licensee and approved by Licensors)**

LICENSOR INITIALS:   
LICENSEE INITIALS: 

**EXHIBIT "D"**

**ANTENNA ATTACHMENTS TO TOWER**

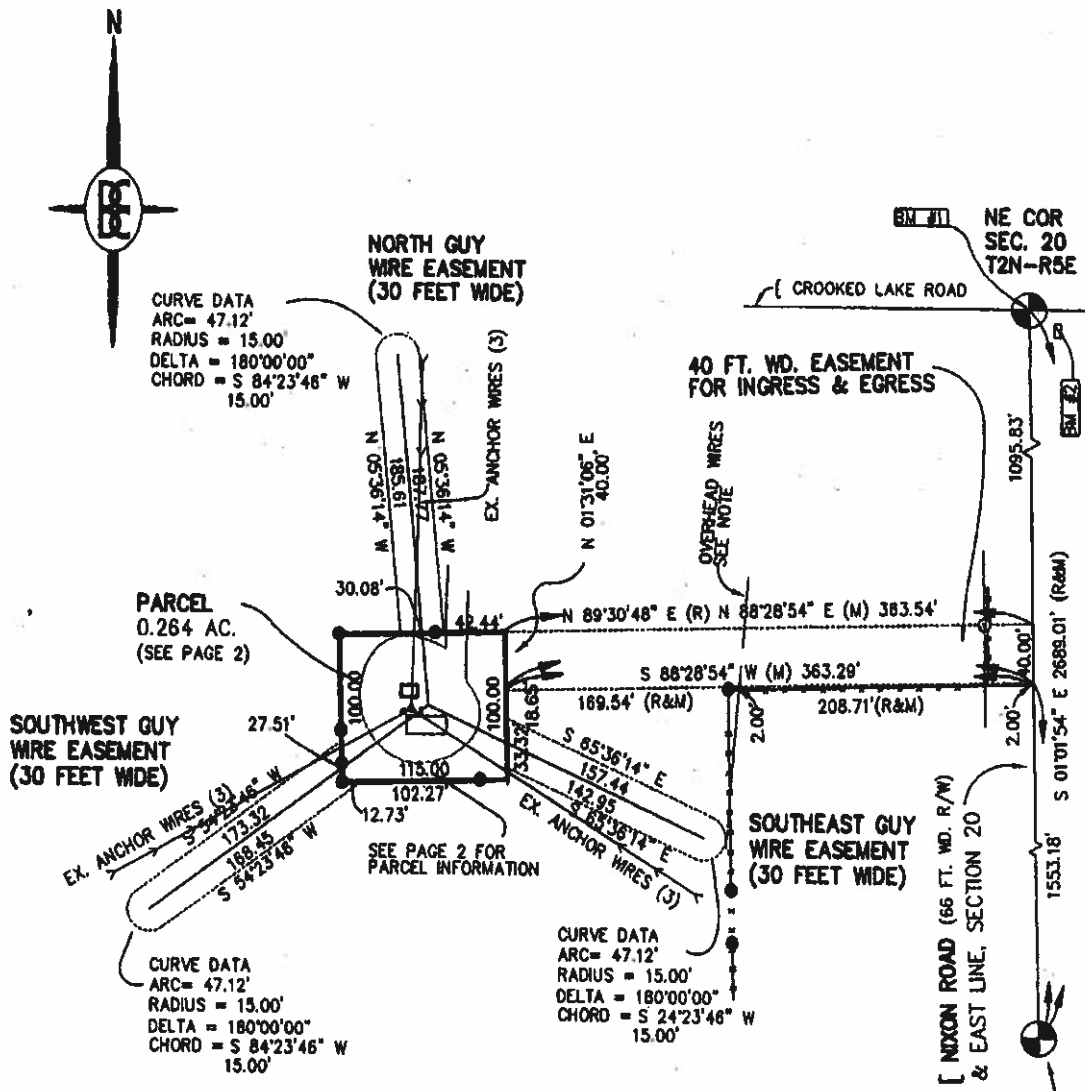
LICENSOR INITIALS:

A handwritten signature in black ink, appearing to be 'J. H. H.', written over a horizontal line.

LICENSEE INITIALS:

A handwritten signature in black ink, appearing to be 'J. H. H.', written over a horizontal line.





CURVE DATA  
 ARC = 47.12'  
 RADIUS = 15.00'  
 DELTA = 180°00'00"  
 CHORD = S 84°23'46" W 15.00'

PARCEL  
 0.264 AC.  
 (SEE PAGE 2)

SOUTHWEST GUY  
 WIRE EASEMENT  
 (30 FEET WIDE)

CURVE DATA  
 ARC = 47.12'  
 RADIUS = 15.00'  
 DELTA = 180°00'00"  
 CHORD = S 84°23'46" W 15.00'

CURVE DATA  
 ARC = 47.12'  
 RADIUS = 15.00'  
 DELTA = 180°00'00"  
 CHORD = S 24°23'46" W 15.00'

**BENCHMARKS:**  
 #1 TOP OF FOUND IRON ROD  
 AT NE COR, SECTION 20 T2N-R5E  
 ELEV = 967.92' (NAD83) - SEE PAGE 1  
 #2 NW CORNER CONCRETE EDISON  
 PAD AT SW CORNER OF CROOKED  
 LAKE ROAD AND NIXON ROAD  
 ELEV = 968.07' (NAD83) - SEE PAGE 1  
 #3 "X" AT BASE OF RADIO TOWER  
 ELEV = 967.43' (NAD83) - SEE PAGE 2

**NOTE:**  
 OVER HEAD WRES ARE  
 20 FEET  
 ABOVE GROUND AT  
 CENTERLINE OF 40  
 FOOT EASEMENT.

□ = FOUND HUB

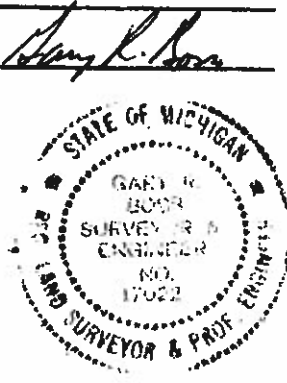
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132-10.

**DESCRIPTION:**  
 PART OF THE NORTHEAST  
 1/4, SECTION 20, T2N-R5E  
 GENOA TOWNSHIP,  
 LIVINGSTON COUNTY,  
 MICHIGAN

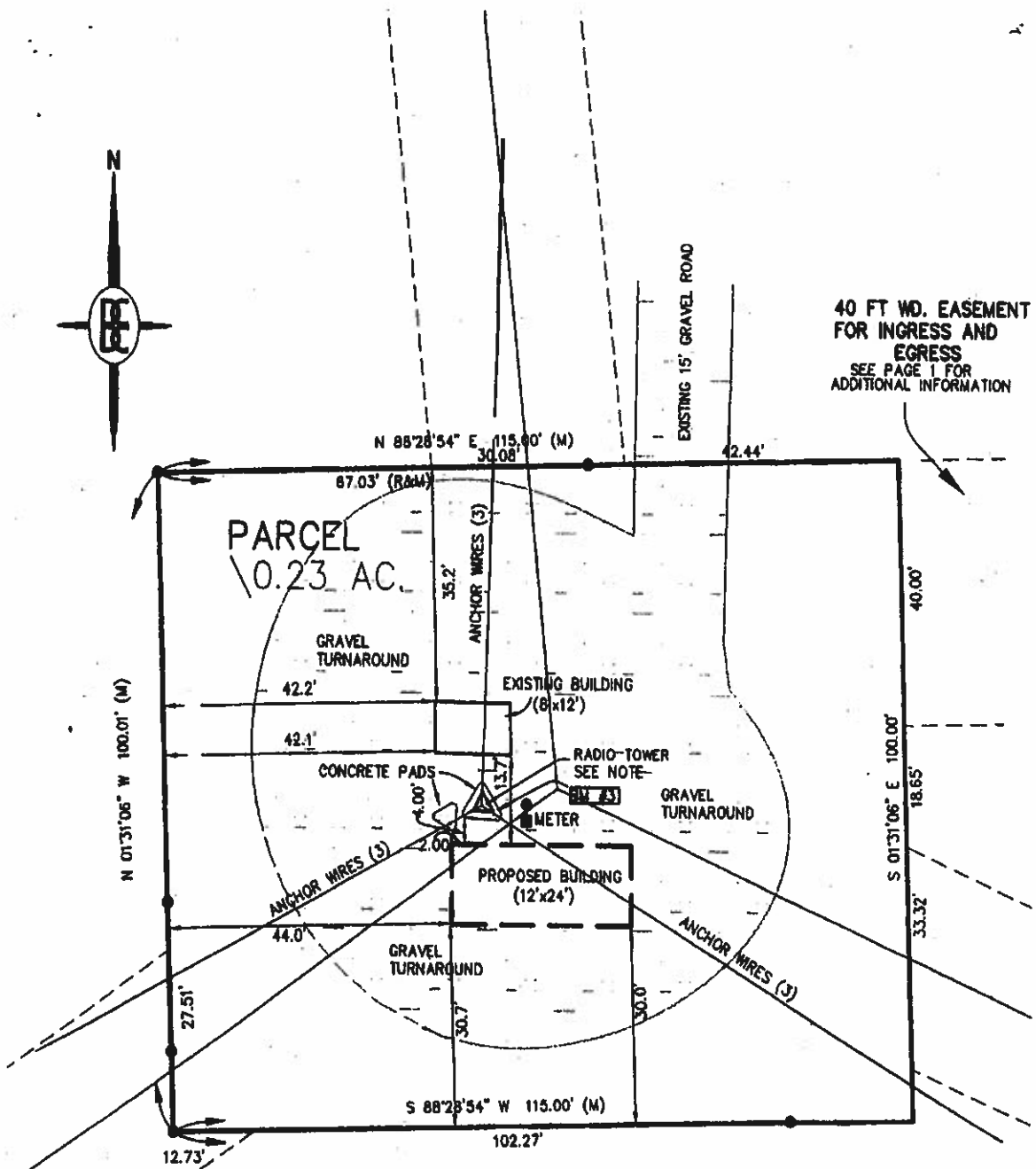
**BOSS ENGINEERING**  
 ENGINEERS • SURVEYORS • PLANNERS  
 LANDSCAPE ARCHITECTS

HOWELL OFFICE: 2141 E. GRAND RIVER AVE. HOWELL, MI 48843 (817)548-4438 FAX (817)548-1870 (800)248-8733 E-MAIL: bosseng@earthlink.net

WEST BLOOMFIELD OFFICE: 7125 GRAND LANE RD. SUITE 106 WEST BLOOMFIELD, MI 48323 (248)258-8083 FAX (248)258-9480



CLIENT: LIVINGSTON COUNTY	SCALE: 1 INCH = 100 FEET		LEGEND: ○ = IRON SET ● = IRON FOUND ⊙ = MONUMENT FOUND - - - = FENCE (R) = RECORDED (M) = MEASURED
JOB NO. 99582	DATE 03-07-2000		
SHEET 1 OF 4	F/B 342	CREV/WP/AB	DR. WP
		CHKD.	



**NOTE:**  
 RADIO TOWER  
 42°33'10" NORTH LATITUDE  
 83°52'28" WEST LONGITUDE  
 BASE ELEVATION (BM #3 = 967.43' (NAD83))

**BENCHMARKS:**  
 #1 TOP OF FOUND IRON ROD  
 AT NE COR, SECTION 20 T2N-R5E  
 ELEV= 967.92' (NAD83) - SEE PAGE 1  
 #2 NW CORNER CONCRETE EDISON  
 PAD AT SW CORNER OF CROOKED  
 LAKE ROAD AND NIXON ROAD  
 ELEV= 968.07' (NAD83) - SEE PAGE 1  
 #3 "X" AT BASE OF RADIO TOWER  
 ELEV= 967.43' (NAD83) - SEE PAGE 2

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132-10.

**DESCRIPTION:**  
 PART OF THE NORTHEAST  
 1/4, SECTION 20, T2N-R5E  
 GENOA TOWNSHIP,  
 LIVINGSTON COUNTY,  
 MICHIGAN

**BOSS ENGINEERING**  
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 LANDSCAPE ARCHITECTS

**HONOLULU OFFICE:**  
 3121 E. GRAND RIVER AVE. HONOLULU, HI 96843  
 (817)344-4838 FAX (817)344-1070 (808)344-8730  
 E-MAIL: bosseng@hawaii.net

**WEST BLOOMFIELD OFFICE:**  
 7128 ROCKLAND LAKE RD. SUITE 108  
 WEST BLOOMFIELD, MI 48322  
 (248)338-3093 FAX (248)338-9480

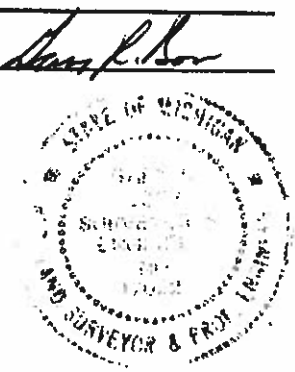
**CLIENT:**  
 LIVINGSTON COUNTY

**SCALE:** 1 INCH = 20 FEET

**LEGEND**  
 ○ = IRON SET  
 ● = IRON FOUND  
 ⊙ = MONUMENT FOUND  
 - - - = FENCE  
 (R) = RECORDED  
 (M) = MEASURED

**JOB NO.** 99582  
**SHEET** 2 OF 4

**DATE** 03-07-2000  
**FB 342** | **CREW** WP/AB | **DR.** WP | **CHKD.**



**PARCEL**

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence along the Northerly Line of a 40 foot Wide Easement for Ingress and Egress, as described below, S 88°28'54" W (previously described as S 89°30'48" W), 363.54 feet to the POINT OF BEGINNING of the Parcel to be described; thence S 01°31'06" E, 100.00 feet; thence S 88°28'54" W (previously described as S 89°30'48" W), 115.00 feet; thence N 01°31'06" W (previously described as N 00°29'12" W), 100.00 feet; thence N 88°28'54" E (previously described as N 89°30'48" E), 115.00 feet to the POINT OF BEGINNING; containing 0.26 acres more or less and including use of a 40 foot Wide Easement for Ingress and Egress, as described below. Also subject to any other easements or restrictions of record.

**40 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS**

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; to the POINT OF BEGINNING of the Easement to be described; thence continuing along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 40.00 feet; thence S 88°28'54" E, 363.29 feet; thence N 01°31'06" W, 40.00 feet; thence N 88°28'54" E (previously described as N 89°30'48" E), 363.54 feet; to the POINT OF BEGINNING.

**SOUTHEAST GUY WIRE EASEMENT (30 feet wide)**

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 01°31'06" E, 58.65 feet to the POINT OF BEGINNING of the Easement to be described; thence S 65°36'14" E, 157.44 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears S 24°23'46" W, 15.00 feet; thence N 65°36'14" E, 142.95 feet; thence N 01°31'06" W, 33.32 feet to the POINT OF BEGINNING.

**SOUTHWEST GUY WIRE EASEMENT (30 feet wide)**

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 01°31'06" E, 100.00 feet thence S 88°28'54" W, 102.27 feet to the POINT OF BEGINNING of the Easement to be described; thence S 54°23'46" W, 168.45 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears S 84°23'46" W, 15.00 feet; thence N 54°23'46" E, 173.32 feet; thence S 01°31'06" E, 27.51 feet; thence N 88°28'54" E, 12.73 feet to the POINT OF BEGINNING.

**NORTH GUY WIRE EASEMENT (30 feet wide)**

Part of the Northeast 1/4 of Section 20, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 20; thence along the centerline of Nixon Road (66 foot wide Right of Way) and the East Line of said Section 20, S 01°01'54" E, 1095.83 feet; thence S 88°28'54" W, 405.98 feet to the POINT OF BEGINNING of the Easement to be described; thence S 88°28'54" W, 30.08 feet; thence N 05°36'14" E, 185.61 feet; thence along the arc of a curve right, 47.12 feet, said curve has a radius of 15.00 feet, a central angle of 180°00'00" and a chord which bears N 84°23'46" E, 15.00 feet; thence S 05°36'14" E, 187.77 feet to the POINT OF BEGINNING.

Job Number: 99562

Sheet: 3 OF 3

**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**

3121 East Grand River • Howell, Michigan 48843  
Phone (517)646-4836 • Brighton (810)229-4773 • Fax (517)648-1670



Bearings were established from a previous survey by BOSS ENGINEERING, Job #88129, as recorded in Liber 1309, Page 0103, Livingston County Records.

**REFERENCES:**

1. Survey by BOSS ENGINEERING, Job #88129, as recorded in Liber 1309, Page 0103, Livingston County Records.
2. Survey by Trico Surveying & Mapping (Ellettsville, Indiana), dated 3/03/1999

**WITNESSES:**

Northeast Corner, Section 20, T2N-R5E  
Found ½" Iron, CL/CL Nixon and Crooked Lake Roads  
S16°W 4.23' Fd ½" Iron Rod  
N45°E 47.24' Fd Boss iron  
S45°E 54.45' NE Corner 4.8'x1.8' Pedestal  
S20°W 91.75' Fd. Fence Corner  
S45°W 42.34' Fd. Boss N/T E/S Oak  
N35°W 36.60' Stop Sign

East ¼ Corner, Section 20, T2N-R5E  
Found ½" Iron, +/- 0.25' below grade, Nixon Road  
N85°E 39.76' Fd Nail E/S 30" Oak  
East 33.40' Fd ½" Iron, 0.40'+/- above ground  
S75°W 31.57' Found Nail S/S Osage Orange Tree  
West 33.14' Fd ½" Iron Pipe, +/-0.30' above ground

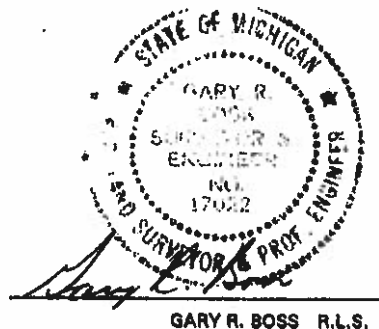
99562d  
12/20/1999

Job Number: 99562

Sheet: 4 OF 3

**BOSS ENGINEERING**  
**ENGINEERS & SURVEYORS**

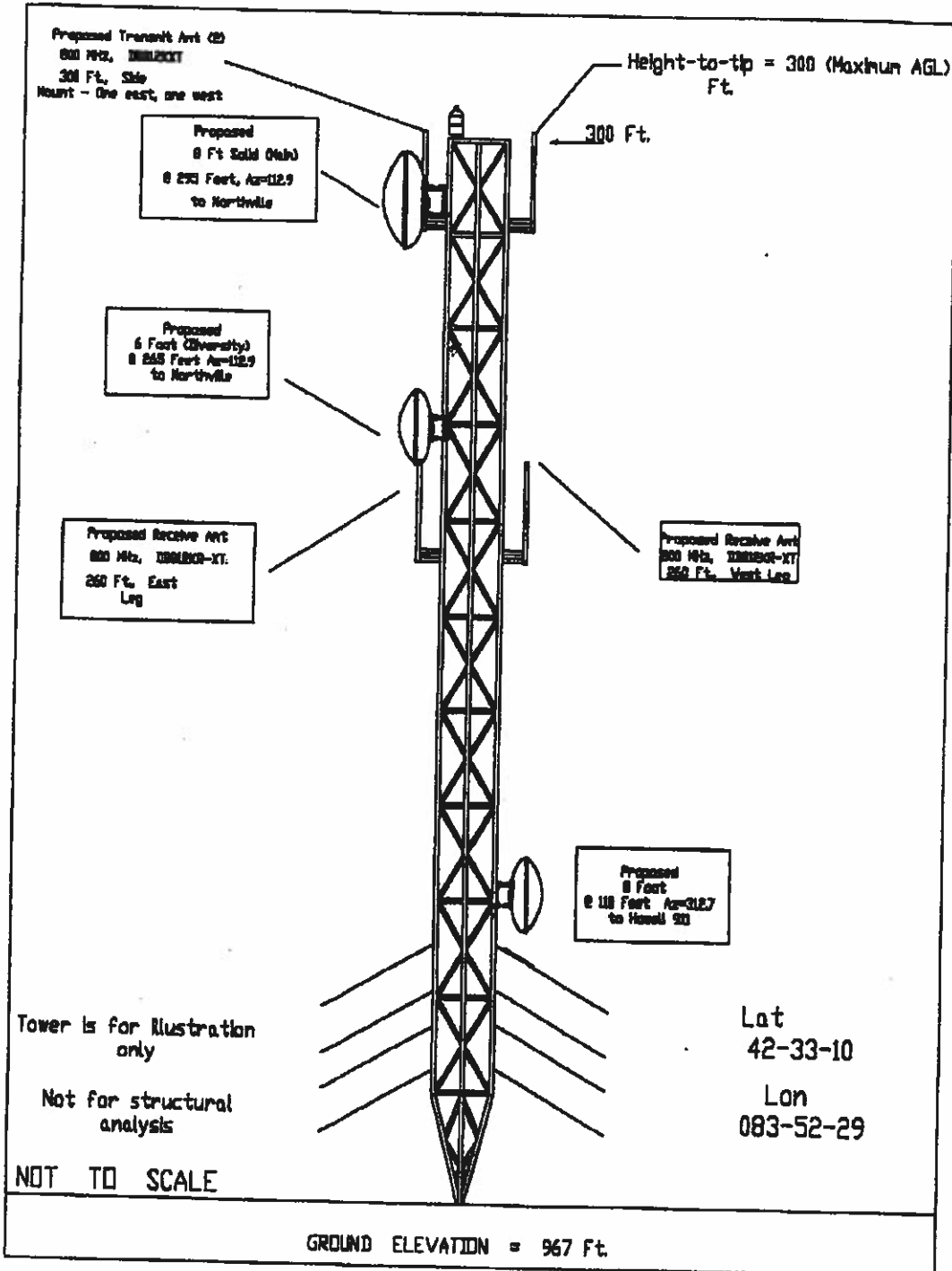
3121 East Grand River • Howell, Michigan 48843  
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31271

REV	DESCRIPTION	DATE	APPROVED
2	Revised show 2nd TX antenna 800 MHz	11/26/99	JEH
3.1	Revised show Hgt to tip at 300'	05/07/00	JEH

EXHIBIT D -LIVINGSTON COUNTY ANTENNAS ONLY



New Signals		Tower Elevation Layout	
Engineering Corporation		Livingston County 800 MHz System Panhandle Eastern Pipe Line Tower Near Howell, Michigan	
Drawn by: Jerry Brown	DATE: 11-15-98	SCALE: NTS	1 OF 1

31271