



MEMORANDUM

TO: Members of the Troy City Council
FROM: Lori Grigg Bluhm, City Attorney
DATE: July 16, 2008
SUBJECT: Verizon's Request for Amendment to Lease-Sylvan Glen Communications Tower

Verizon has requested permission to install a generator to support its equipment on the Communications Tower located on the Sylvan Glen Golf Course. Upon information and belief, Verizon has already entered into agreements with two of the other communications providers to share the cost and the use of the generator. However, since the generator was not initially contemplated, the lease needs to be amended. A proposed amendment is attached for your consideration. This amendment includes a site plan, as well as a landscape plan, and details about the proposed generator.

The generator is intended to be powered by a gas line, as opposed to having large storage tanks on the property. In order to facilitate this, the City would need to grant a 10 foot easement over the City's property for the installation of a gas line. Verizon has been working closely with City Management to identify the preferred location of the gas line. A proposed easement is attached for your consideration.

As always, if you have any questions concerning the above, please feel free to contact me or Mark Stimac, who has provided invaluable assistance on this matter.

EASEMENT FOR GAS PIPELINE

Form 426 9-2006

Parties: "Owner" is CITY OF TROY, a Michigan municipal corporation, located at 500 W. Big Beaver Road, Troy, Michigan 48084.

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for a gas pipeline in, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the City of Troy, County of Oakland, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge a gas pipeline and lateral pipelines on the Easement Area. The gas pipelines may consist of pipelines with valves, connections, and accessories for transmitting and distributing natural gas.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the pipelines.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating a pipeline on Owner's Land, this easement shall automatically apply to such relocated line.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Date: _____

Owner: City of Troy

By: Louise E. Schilling, Mayor

Acknowledgment

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on _____
by Louise E. Schilling, Mayor of the City of Troy, on behalf of the City of Troy.

Tonni L. Bartholomew, City Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on _____
by Tonni L. Bartholomew, City Clerk, on behalf of the City of Troy.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By: Lori Grigg Bluhm
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

After recording, return to:
Troy City Clerk
500 W. Big Beaver Rd.
Troy, MI 48084

EXHIBIT A

Owner's Land

Parcel Number 88-20-10-200-001. Parent parcel is legally described as:
Northeast ¼ Section of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County
Michigan.

EXHIBIT B

Easement Area

A 10 foot wide easement area on the Sylvan Glen municipal golf course, more particularly described as:

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the East ¼ Corner of said Section 10; thence North 01 degrees 25 minutes 10 seconds West, along the east line of said section, 842.53 feet and North 81 degrees 22 minutes 54 seconds West 50.78 feet to the west right of way line of Rochester Road (M-150) and the Point of Beginning of the centerline of a 10 feet wide gas line easement, said easement being 5.00 feet either side and perpendicular to the following centerline; thence North 81 degrees 22 minutes 54 seconds West 1073.39 feet; thence North 21 degrees 32 minutes 44 seconds West 151.99 feet; thence North 75 degrees 55 minutes 28 seconds West 88.45 feet; thence South 16 degrees 15 minutes 05 seconds West 60.22 feet; thence South 73 degrees 44 minutes 55 seconds East 17.00 feet to the Point of Ending of said centerline.

FIRST AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this ____ day of ____, 2008 by and between **The City of Troy**, a Michigan municipal corporation, with its principal office located at 500 West Big Beaver Road, Suite 3300, Troy, Michigan 48084, hereinafter called "Lessor", and **NEW PAR**, a Delaware partnership, d/b/a Verizon Wireless, with a principal mailing address of One Verizon Way, Mail Stop 4AW100 Basking Ridge, Bedminster, New Jersey 07920, hereinafter called "Lessee".

WHEREAS, Lessor and Lessee entered into an Acknowledgment and Lease Agreement on November 4, 2002 (the "Agreement"), and:

WHEREAS, the Parties desire to amend the Agreement to allow Lessee to install a back up generator within the Leased Premises.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor and Lessee agree to the following changes and modifications to the Lease Agreement.

1. Lessee may install a natural gas generator within the Leased Premises, plus piping, conduits, support pad and meter, as depicted on the attached Exhibit 1. Exhibit 1, which includes a revised site plan, shall replace the site plan that was previously submitted with the original Acknowledgement and Lease Agreement.

2. Lessee agrees to share use of the Generator with two other telecommunications carriers who also maintain facilities on Lessor's Property. Such shared use will be subject to written shared use agreements to be negotiated at Lessee's discretion and entered into between Lessee and each of the other carriers.

3. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals to be effective the day and year first above written.

LESSOR:
THE CITY OF TROY,
a Michigan municipal corporation

WITNESS

BY: _____
Louise E. Schilling, Mayor

Tonni L. Bartholomew, City Clerk

WITNESS

Dated: _____

LESSEE:
NEW PAR D/B/A VERIZON WIRELESS

BY: Verizon Wireless (VAW), LLC,
Its: General Partner

WITNESS

BY: _____
Beth Ann Drohan,
Its: Midwest Area Vice President - Network

WITNESS

Dated: _____, 2008

EXHIBIT 1

Three pages, which are as follows:

Site Plan, prepared by Midwestern Consulting, dated 8/30/2007 and most recently revised on 2/7/2008

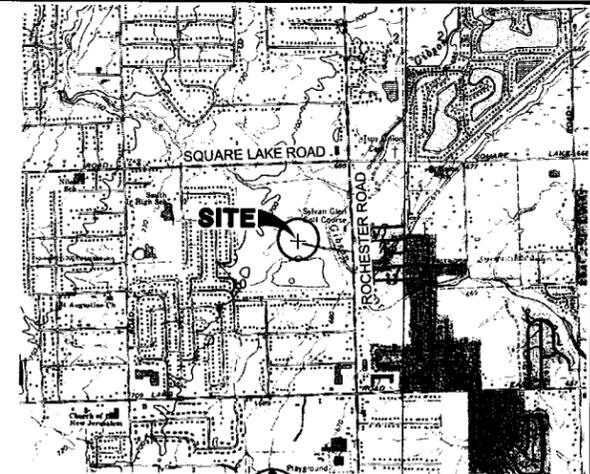
Generator Details & Electrical Schematic, prepared by Midwestern Consulting, dated 8/28/2007, and most recently revised on 2/7/2008

Landscape Plan & Details, prepared by Midwestern Consulting, dated 1/7/2008

LEGEND

- ×687.0 EXIST. SPOT ELEVATION
- U.P. EXIST. UTILITY POLE
- ⊠ ELEC. TRANSFORMER
- OH EXIST. OVERHEAD UTILITY LINE
- EXIST. CATCH BASIN OR INLET
- ⊠ TELEPHONE RISER POST
- ⊠ A SINGLE TREE (APPLE)
- FENCE
- ⊠ CONTROL PT.
- PROPOSED EVERGREEN TREES

3 WORKING DAYS
**BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171**



VICINITY SKETCH
SCALE: 1"=200'

LOCATION
LONGITUDE 83° 08' 03.6"
LATITUDE 42° 36' 06.9"
GROUND ELEV. @ TOWER BASE = 685.7

LEGAL DESCRIPTION OF LEASED PARCEL

(By Others)
Part of the Northeast 1/4 of Section 10, T2N, R11E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East Section line South 1964.14 feet, thence West 9.68 feet, thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W 43.72 feet, thence N 88°34'57" W 49.90 feet, thence N 83°55'31" W 59.46 feet, thence N 88°34'57" W 168.80 feet, thence S 01°25'15" W 170.88 feet, thence N 79°24'59" W 902.34 feet, thence N 06°01'31" E 105.66 feet, thence N 74°45'29" W 57.90 feet, thence N 13°12'15" E 15.01 feet to the POINT OF BEGINNING;

thence S 13°12'15" W 56.50 feet;
thence N 76°47'45" W 44.50 feet;
thence N 13°12'15" E 56.50 feet;
thence S 76°47'45" E 44.50 feet to the POINT OF BEGINNING,
containing 2514.25 sq. ft. or 0.058 acres, more or less; subject to easements and restrictions of record.

LEGAL DESCRIPTION INGRESS/EGRESS EASEMENT

An ingress/egress easement over part of the Northeast 1/4 of Section 10, T2N, R11E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East Section line South 1845.42 feet to the POINT OF BEGINNING;

thence continuing South 118.72 feet;
thence West 9.68 feet;
thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W 43.72 feet;
thence N 88°34'57" W 49.90 feet;
thence N 83°55'31" W 59.46 feet;
thence N 88°34'57" W 168.80 feet;
thence S 01°25'15" W 170.88 feet;
thence N 79°24'59" W 902.34 feet;
thence N 06°01'31" E 105.66 feet;
thence N 74°45'29" W 57.90 feet;
thence N 13°12'15" E 15.01 feet;
thence S 74°45'29" E 71.20 feet;
thence S 06°01'31" W 61.33 feet;
thence S 75°10'23" E 49.33 feet;
thence S 14°49'37" W 39.57 feet;
thence S 79°24'59" E 803.36 feet;
thence N 59°51'52" E 22.74 feet;
thence N 01°25'15" E 157.43 feet;
thence S 88°34'57" E 44.41 feet;
thence S 88°34'57" E 90.64 feet;
thence 50.19 feet along a curve to the left, radius 31.00 feet, central angle 92°46'02", chord bearing N 48°12'58" E 44.89 feet;
thence East 20.88 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION OF OVERALL PARCEL

(Taken from Title Commitment)
Land in the City of Troy, Oakland County, Michigan described as follows:
The Northeast 1/4 of Section 10, Town 2 North, Range 11 East.

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.

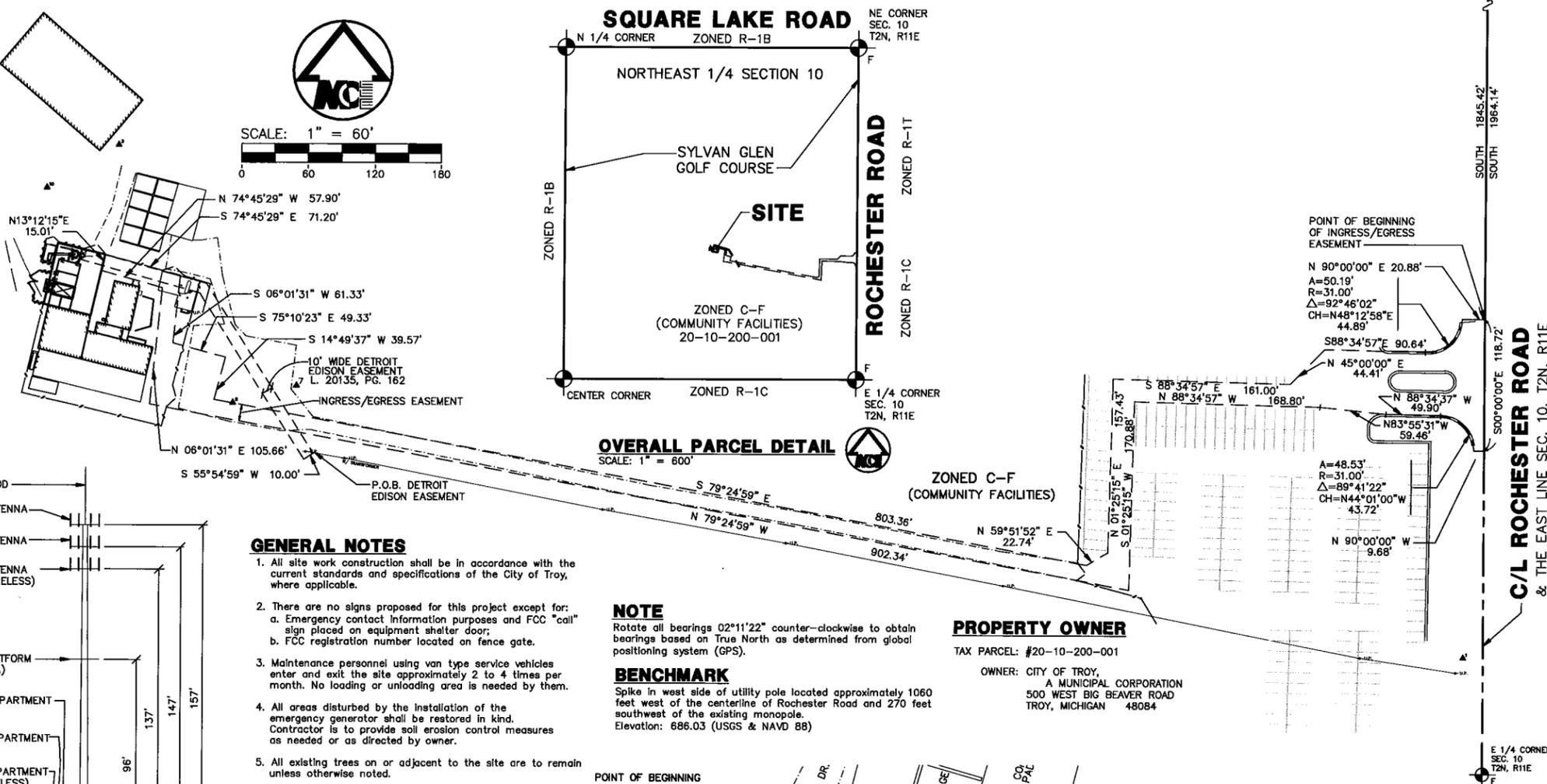
JAMES A. FISHER P.E. #24260

MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscape Architects
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599

APPLICANT/LESSEE:
NEW PARI, A DELAWARE PARTNERSHIP
900 VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

verizon wireless
SITE #957 - "SQUARE LAKE & ROCHESTER"
CITY OF TROY, OAKLAND COUNTY, MICHIGAN
SITE PLAN

JOB No.	00289-957
	DATE: 9/30/07
REVISIONS:	SHEET 1 OF 3
1. ADD TREES PER CITY	REV. DATE 11/17/07
2. GENERATOR MODEL/TYPE	CHAFF. ADB
	ENG. JAF
	DATE: 9/30/07
	TECH: JST/ADB
	DATE:



SQUARE LAKE ROAD
NE CORNER SEC. 10 T2N, R11E
N 1/4 CORNER ZONED R-1B

NORTHEAST 1/4 SECTION 10

SYLVAN GLEN GOLF COURSE

SITE

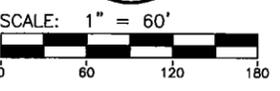
ZONED C-F (COMMUNITY FACILITIES) 20-10-200-001

ROCHESTER ROAD
ZONED R-1T
ZONED R-1C

OVERALL PARCEL DETAIL
SCALE: 1" = 600'

ZONED C-F (COMMUNITY FACILITIES)

PROPERTY OWNER
TAX PARCEL: #20-10-200-001
OWNER: CITY OF TROY, A MUNICIPAL CORPORATION
500 WEST BIG BEAVER ROAD
TROY, MICHIGAN 48084



GENERAL NOTES

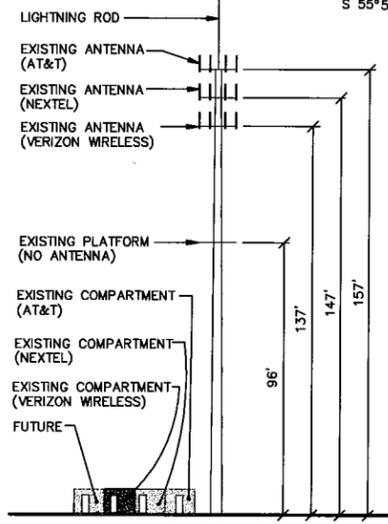
- All site work construction shall be in accordance with the current standards and specifications of the City of Troy, where applicable.
- There are no signs proposed for this project except for:
 - Emergency contact information purposes and FCC "call" sign placed on equipment shelter door;
 - FCC registration number located on fence gate.
- Maintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area is needed by them.
- All areas disturbed by the installation of the emergency generator shall be restored in kind. Contractor is to provide soil erosion control measures as needed or as directed by owner.
- All existing trees on or adjacent to the site are to remain unless otherwise noted.

NOTE

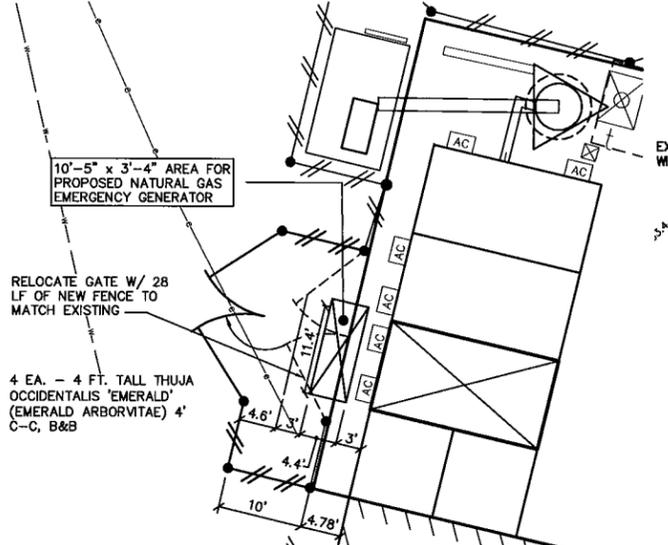
Rotate all bearings 02°11'22" counter-clockwise to obtain bearings based on True North as determined from global positioning system (GPS).

BENCHMARK

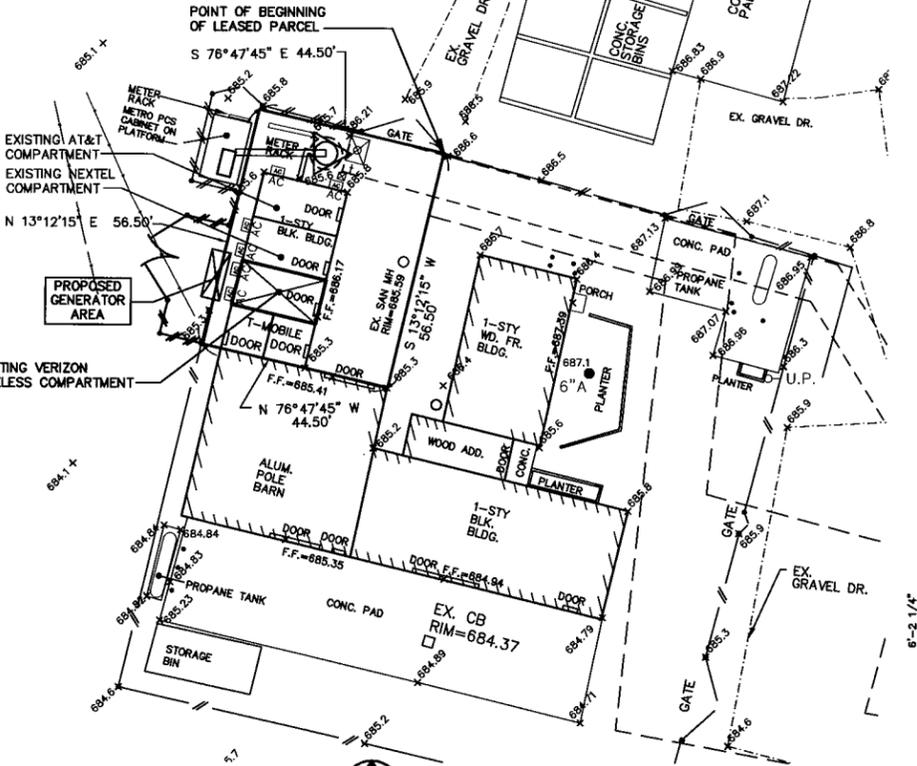
Spike in west side of utility pole located approximately 1060 feet west of the centerline of Rochester Road and 270 feet southwest of the existing monopole.
Elevation: 686.03 (USGS & NAVD 88)



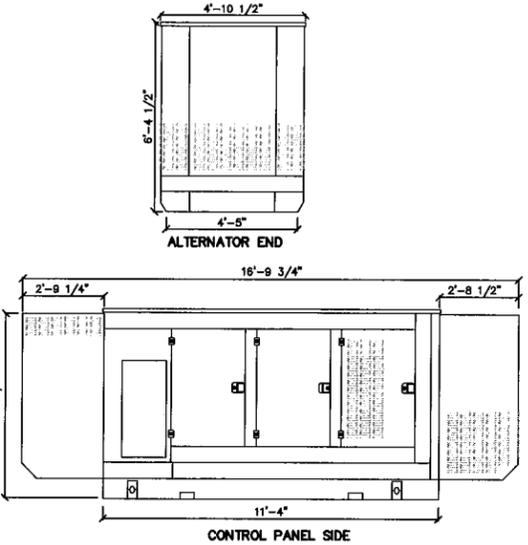
POLE & SHELTER ELEVATION
SCALE 1" = 30'



DIMENSIONAL DETAIL
SCALE: 1" = 10'

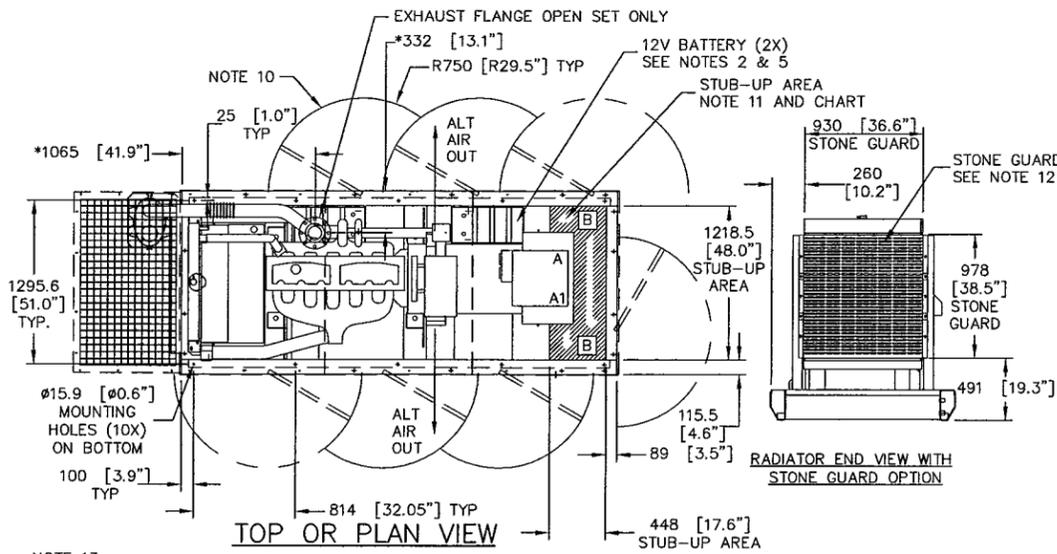


SITE DETAIL
SCALE: 1" = 20'



PROPOSED GAS-POWERED GENERATOR
NOT TO SCALE

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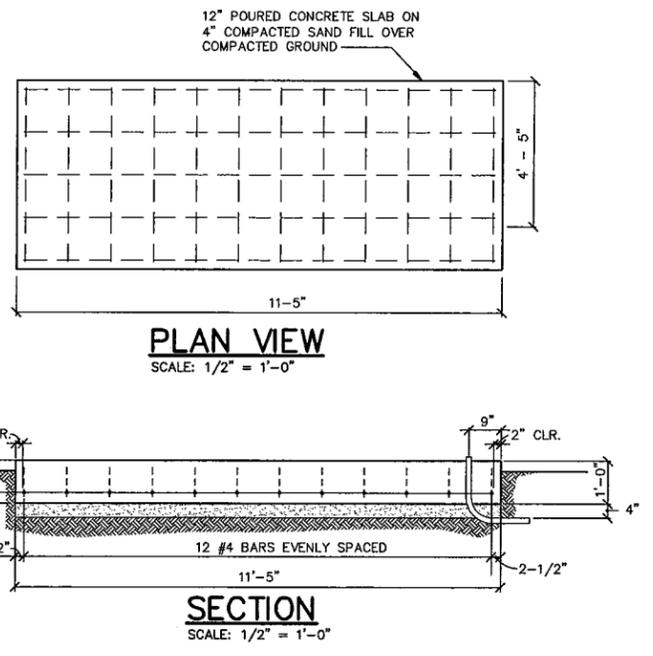
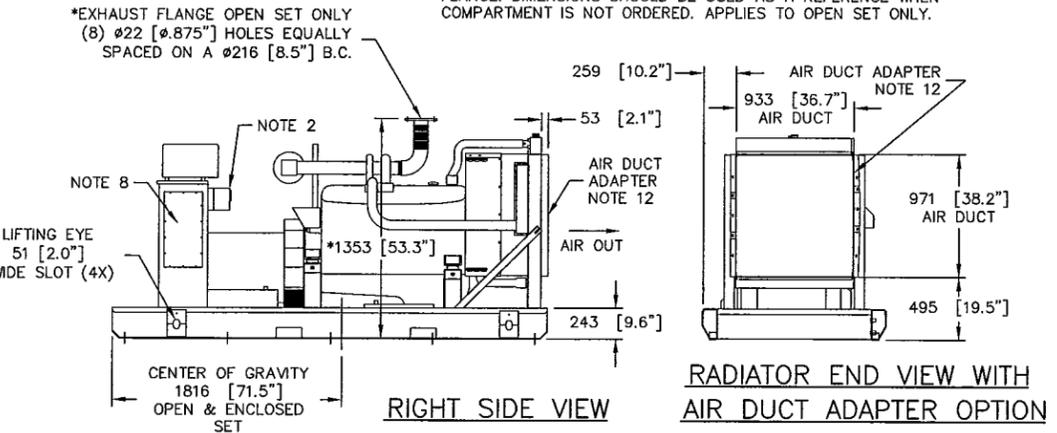
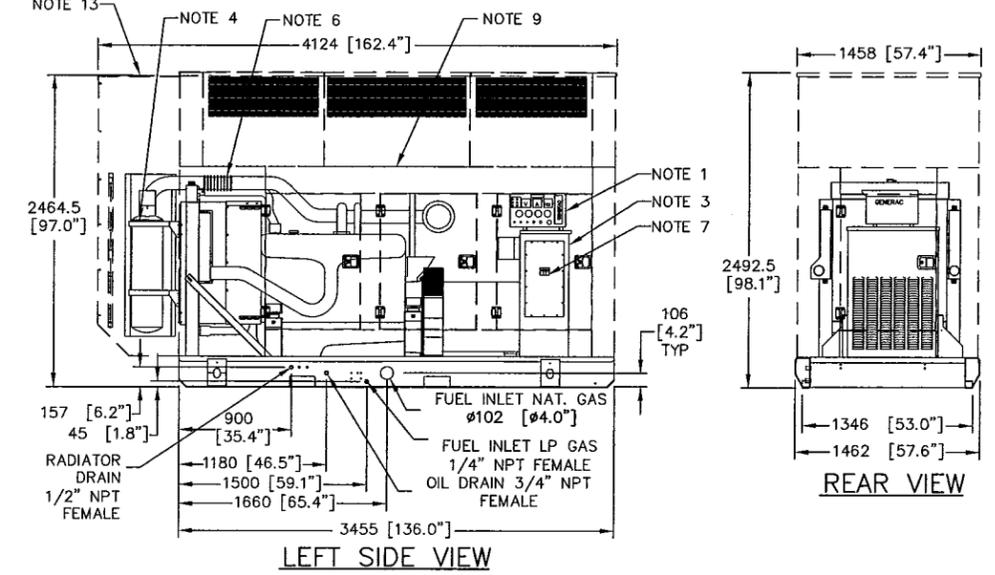
RECOMMENDED FUEL/ELECTRICAL STUB-UPS
 (SEE TOP VIEW)

DESCRIPTION	INSIDE BASE
AC LOAD LEAD CONDUIT (RIGHT)	A
(LEFT)	A1
120/240V AC FOR OPT. BATTERY CHARGER, OPT. BATTERY HEATER, AND BLOCK HEATER	B
INSIDE STUB-UP FOR FUEL CONNECTIONS	C

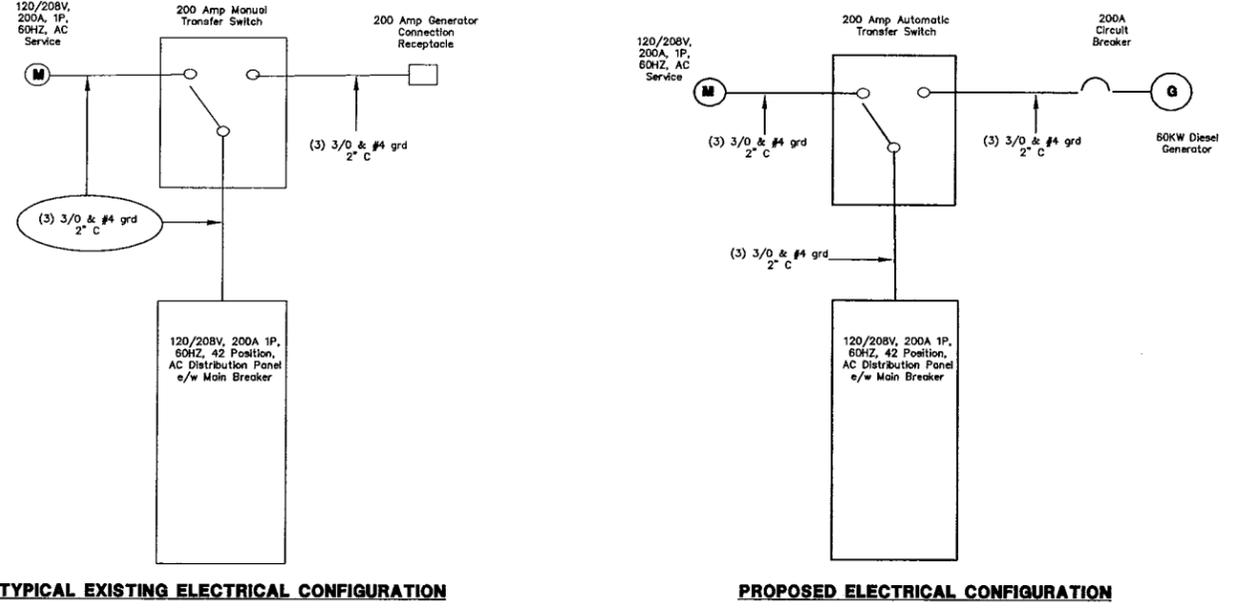
NOTE:
 FUEL SYSTEM SET UP WITH OUTSIDE STUB UPS (SEE LEFT SIDE VIEW). SMALL FUEL SYSTEM MODIFICATIONS REQUIRED FOR INSIDE STUB-UPS.

WEIGHT DATA
 UNIT: 2365 kg [5213 lbs]
 STEEL COMPARTMENT: TBD
 UNITS: mm [INCHES]

- ENGINE SERVICE CONNECTIONS
 INLET LP GAS = 1/4" NPT FEMALE
 INLET NATURAL GAS = 1-1/2" NPT FEMALE
 OIL DRAIN = 3/4" NPT COUPLING
 RADIATOR DRAIN = 1/2" NPT COUPLING
 EXHAUST OUTLET - FLANGE AS SHOWN ON OPEN SET. 5" OD MUFFLER OUTLET W/ENCLOSURE
- NOTES:
 1. CONTROL PANEL MAY BE ROTATED 180° IN EITHER DIRECTION.
 2. STANDARD 2500W BLOCK HEATER REQUIRES 240V AC CONNECTION. OPTIONAL BATTERY CHARGER & OPTIONAL BATTERY HEATER REQUIRE 120V AC CONNECTION.
 3. CONNECTION POINTS FOR AC LOAD LEADS AND ENGINE AUTOMATIC START/STOP CONTROL WIRES PROVIDED IN AC CONNECTION PANEL.
 4. EXHAUST MUFFLER SUPPORT BRACKETS SUPPLIED WITH OPTIONAL COMPARTMENT.
 5. 24 VOLT NEGATIVE GROUND SYSTEM. BATTERY TRAYS INSIDE DIMENSIONS: 304.5 X 560 [12" X 22"]
 6. 4" I.D. FLEX EXHAUST, STANDARD WITH COMPARTMENT UNITS, OPTIONAL WITHOUT.
 7. MAIN LINE CIRCUIT BREAKER.
 8. REMOVABLE BLANK PANEL FOR OPTIONAL 2nd MAIN LINE CIRCUIT BREAKER.
 9. OPTIONAL LEVEL 2A SOUND COMPARTMENT.
 10. DOORS MUST BE OPENED 90 DEG. TO BE REMOVED.
 11. A OR A1 MAY BE USED DEPENDING ON CIRCUIT BREAKER LOCATION.
 12. STONE GUARD AND AIR DUCT ADAPTER ARE OPTIONS AND CAN BE ORDERED FOR UNITS WITHOUT ENCLOSURES ONLY.
 13. SEE DRAWING C5890 FOR DUCT REMOVAL. REMOVAL OF FRONT DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING. REMOVAL OF REAR DUCT WILL PROVIDE ACCESS TO THE LOWER CONNECTION PANEL TO MAKE AC LOAD LEAD, ENGINE AUTOMATIC START/STOP, AND MAIN LINE CIRCUIT BREAKER CONNECTIONS.
- *DIMENSIONS ARE TO THE CENTER OF THE OUTLET ON THE EXHAUST FLANGE. DIMENSIONS SHOULD BE USED AS A REFERENCE WHEN COMPARTMENT IS NOT ORDERED. APPLIES TO OPEN SET ONLY.



- GENERAL NOTES
 1. All concrete to have a minimum strength of 3000 lbs per sq inch at 28 days. Concrete exposed to air - air entrained at 5% ±1%. Slump max to be 4.0 inches.
 2. Soil to be compacted to 95.0 percent of maximum ASTM D1557 density. Soil must be capable of supporting 2000 psf.



MIDWESTERN CONSULTING
 3815 Plaza Drive
 Ann Arbor, Michigan 48108
 Phone: 734.995.0300
 Fax: 734.995.0389

Civil, Environmental and
 Mechanical Engineers
 Planners, Surveyors
 Landscape Architects

APPLICANT/LESSEE:
 NEW PAR, A DELAWARE PARTNERSHIP
 dba VERIZON WIRELESS
 24242 NORTHWESTERN HIGHWAY
 SOUTHFIELD, MICHIGAN 48075
 PHONE: (248) 915-3000

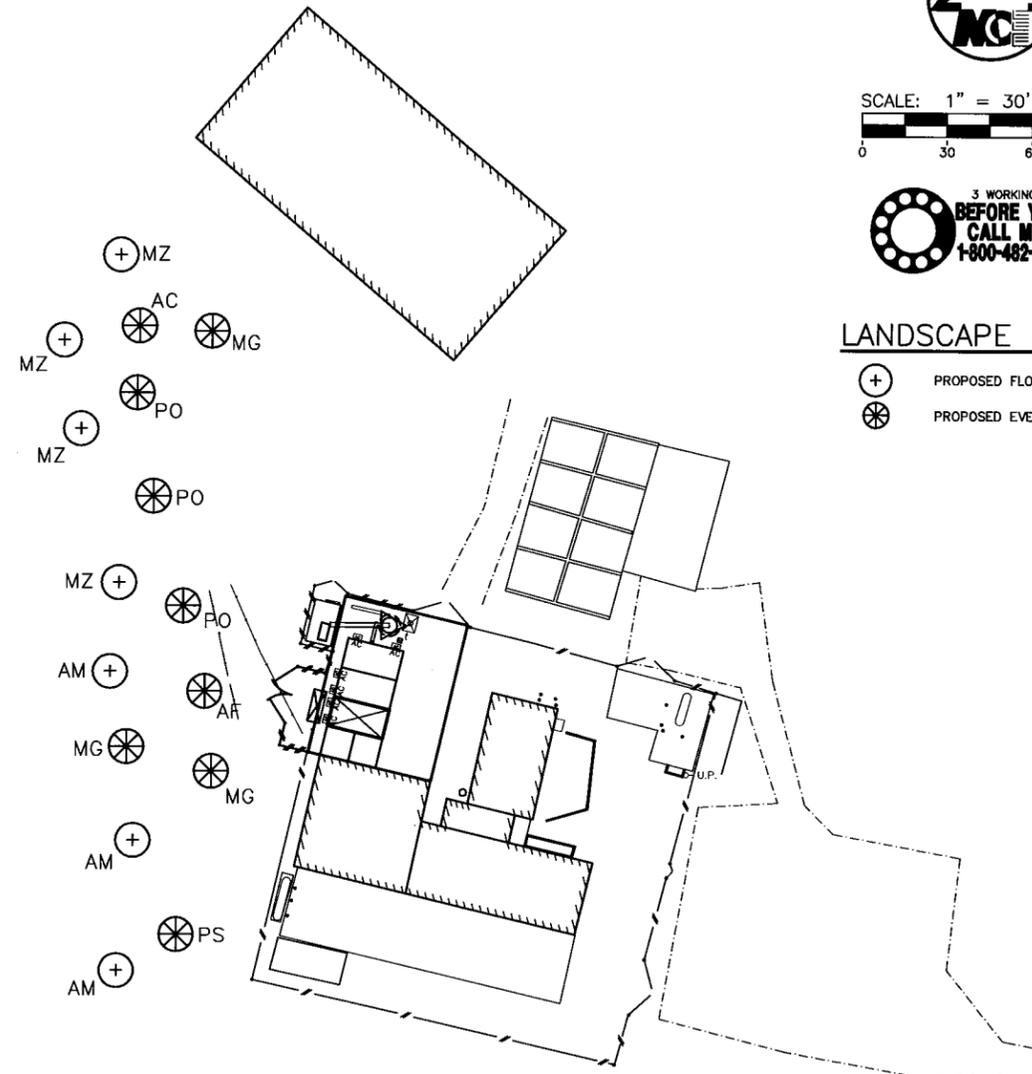
verizonwireless
 SITE #957 - "SQUARE LAKE & ROCHESTER"
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN
 GENERATOR DETAILS & ELECTRICAL SCHEMATIC

2

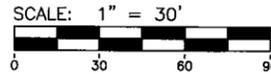
DATE: 6/28/07
 SHEET 2 OF 3
 00289-957
 REV. DATE
 1. GENERATOR MODEL/TYPE 3/7/08
 2. CHDS:ADP
 3. PKL: JLF
 4. TECH: AOB
 5. D0289_957.dwg
 6. BPF

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NOTE:
PROPOSED TREE LOCATIONS ARE PER CITY
AS FIELD LOCATED



LANDSCAPE LEGEND

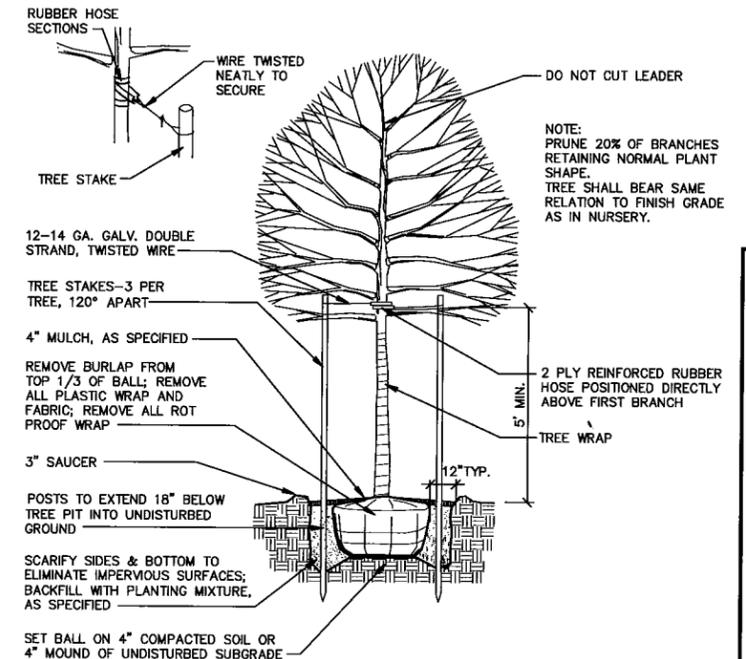
- (+) PROPOSED FLOWERING TREE
- (⊗) PROPOSED EVERGREEN TREE

LANDSCAPE NOTES

1. Plant materials shall be selected and installed in accordance with standards established by the City of Troy.
2. All diseased, damaged or dead material shown on the site plan as proposed plantings shall be replaced by the end of the following growing season.
3. Deciduous plants shall be planted between March 1 and May 15 and from October 1 until the prepared soil becomes frozen. Evergreen plants shall be planted between March 1 and June 1 and from August 15 and September 15.
8. All plantings to receive four (4) inches of shredded bark mulch.
9. All single trunk, deciduous trees shall have a straight and a symmetrical crown with a central leader. One sided trees or those with thin or open crowns shall not be accepted.
10. All evergreen trees shall be branched fully to the ground, symmetrical in shape and have not been sheared in the last three (3) growing seasons.

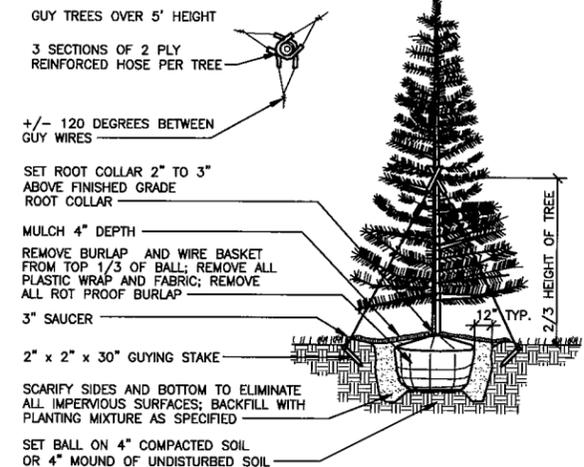
PLANT MATERIAL SCHEDULE

QUANT	Sym	Botanical Name	Common Name	Size	Roots	Remarks
EVERGREEN TREES						
1	AC	Abies concolor	White fir	8' ht	bb	
1	AF	Abies fraseri	Fraser fir	8' ht	bb	
3	MG	Metasequoia glyptostroboides	Dawn redwood	8' ht	bb	
3	PO	Picea omorika	Serbian spruce	8' ht	bb	
1	PS	Pinus sylvestris	Scotch Pine	8' ht	bb	
FLOWERING TREES						
3	AM	Ametanctier g. 'Autumn Brilliance'	Autumn Brilliance serviceberry	2' cal	bb	tree form
4	MZ	Malus x. zumi calocarpa	Redbud crab	2' cal	bb	



DECIDUOUS TREE PLANTING DETAIL

2-1/2" CAL. OR SMALLER



EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599

APPLICANT/LESSEE:
NEW PAB, A RELIANCE PARTNERSHIP
900 VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

verizon wireless
SITE #957 - "SQUARE LAKE & ROCHESTER"
CITY OF TROY, OAKLAND COUNTY, MICHIGAN
LANDSCAPE PLAN & DETAILS

3

JOB No.	00289-957	DATE	1/7/08
REVISIONS:	REV. DATE	SHEET	3 OF 3
		CAUSP	ADD/DAG
		ENG.	JAF
		TECH.	USBT/DOB
			PBE

ACKNOWLEDGMENT AND LEASE

This Acknowledgment and Lease (the "Acknowledgment") is made this _____ day of _____ 2002 between **New Par, a Delaware partnership, d/b/a Verizon Wireless, by Verizon Wireless (VAW) LLC, its general partner ("Verizon Wireless")**, whose address is 180 Washington Valley Road, Bedminster, New Jersey 07920, and the **City of Troy, a Michigan municipal corporation**, whose address is 500 West Big Beaver, Troy, Michigan 48084, (the "City").

- A. The City and Wireless PCS, Inc d/b/a AT&T Wireless Services ("AT&T") entered into a Ground Lease dated October 6, 1998 (the "Lease") pertaining to the lease of a certain part of the City's property located at the Sylvan Glen Golf Course, Troy, Michigan (the "Property"), to enable AT&T to construct a communication tower and equipment shelter (collectively referred to as the "Tower") for use by AT&T, the City and by other telecommunications companies.
- B. Under the terms of the Lease, AT&T is required to allow other telecommunications companies to utilize the Tower constructed by AT&T, with the rental for such use of the Tower space and a part of the City's property payable to the City.
- C. Verizon Wireless is interested in leasing a part of the Tower and equipment shelter constructed by AT&T as authorized by the Lease.
- D. The parties are desirous of setting forth their agreements with respect to the utilization of the Tower.

NOW THEREFORE Verizon Wireless and the City agree as follows

1. **Lease.** The City leases to Verizon Wireless and Verizon Wireless leases from the City a portion of the 21' x 42 ½' equipment shelter constructed upon the Property together with a non-exclusive easement for ingress and egress over the adjacent real property as legally described in the access easement and the utilities easement under the Lease. In addition, Verizon Wireless may utilize the vertical space at 137 feet on the Tower unless modified by a written amendment executed by the City, Verizon Wireless and AT&T. Verizon Wireless' Facilities and easement are collectively referred to as "Verizon Wireless' Premises".
2. **Consideration.** Verizon Wireless agrees to pay the City a lump sum non-refundable initial payment of **Fifty Thousand Dollars and No/100 (\$50,000.00)**; and the sum of **Ten Thousand Dollars and No/100 (\$10,000.00)** for the purchase of microwave communications equipment; in connection with the negotiation of the Lease in lieu of annual rent for part of the initial seven (7) year term commencing July 1, 2002. Verizon Wireless shall pay the City as annual rent for the Premises each year during the term of this Lease, the rent specified on the attached Exhibit A, which annual rent payment shall commence without further notice on July 1, 2006.
3. **Consent to be bound by Lease.** Verizon Wireless agrees and acknowledges that it has reviewed the terms of the Lease between the City of Troy and AT&T. Verizon Wireless agrees to be bound by paragraphs 1 through 36 of the Lease as if it were a tenant under such Lease. Such terms are incorporated by reference into this Acknowledgment.

4. **Insurance and Indemnity.** Verizon Wireless shall provide the City copies of insurance naming the City as an additional insured party as required by paragraph 21 of the Lease. Verizon Wireless agrees to assume the risks of a tenant under such Lease and indemnify the City in accordance with the terms set forth in the Lease, including, but not limited to, the indemnification pertaining to hazardous substances. Verizon Wireless agrees also to be bound to the terms and conditions of paragraph 21(k) of the Lease except for those pertaining to deductible minimums/maximums.
5. **Waiver of City's Lien.** (a) The City waives any lien rights it may have concerning Verizon Wireless' Facilities which are deemed Verizon Wireless' personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the City's consent.
6. **Assignment.** Verizon Wireless may not assign, or otherwise transfer all or any part of its interest in this Acknowledgment or in Verizon Wireless' Premises without the prior written consent of the City, provided, however, that Verizon Wireless may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. The City may assign this Acknowledgment upon written notice to Verizon Wireless, subject to the assignee assuming all of the City's obligations herein, including but not limited to, those set forth in Paragraph 5 above.
7. **Authority.** By execution of this Acknowledgment, each party acknowledges that it has the authority to execute this document on behalf of the party for whom it is signing this Agreement.
8. **Inconsistencies.** In the case of any inconsistencies between the terms and conditions contained in the Lease Agreement entered into October 6, 1998, between the City and AT&T, hereby acknowledged, the terms and conditions herein shall control.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES

IN WITNESS HEREOF, the parties have executed this Acknowledgement on the date set forth below.

WITNESSED:

Diane Barzola
Printed Name Diane Barzola

Andrea A. Dussault
Printed Name Andrea A. Dussault

**New Par, a Delaware partnership
d/b/a Verizon Wireless (VAW) LLC,
its general partner**

[Signature]
Richard J. Lynch
Exec. Vice-President
& Chief Technical Officer
Date: 11/4/02

WITNESSED:

Charlene A. McComb
Printed Name Charlene A McComb

Carol Minnick
Printed Name Carol Minnick

Barbara A Holmes
Printed Name Barbara A Holmes

MaryAnn Hays
Printed Name MaryAnn Hays

**City of Troy, a Michigan municipal
Corporation**

By: *[Signature]*
Its: Mayor
Date: December 12, 2002

By: *[Signature]*
Its: City Clerk
Date: December 12, 2002

STATE OF _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2002 by _____, New Par d/b/a Verizon Wireless, on behalf of said partnership.

Notary Public

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me on this 12th day of December, 2002 by Matt Payne and Donna Kuchelbauer Mayor and Clerk respectively, of the City of Troy, a Michigan municipal corporation, on behalf of said corporation.

[Signature]
Notary Public
MARYANN HAYS
Notary Public, Oakland County, MI
My Commission Expires March 16, 2005

INDIVIDUAL ACKNOWLEDGMENT

Commonwealth of Massachusetts)

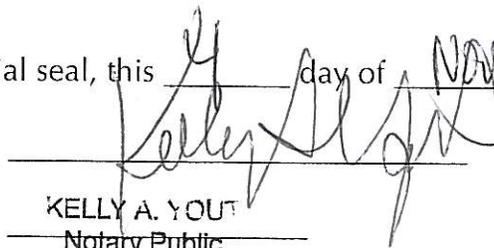
: ss. :

County of Worcester)

This instrument was acknowledged before me by David R. Heverling, who is the Area Vice President of New Par, d/b/a Verizon Wireless personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Westborough, County of Worcester, Commonwealth of Massachusetts.

Witness my hand and official seal, this 4 day of November, 2002.

Signature



My commission expires:

KELLY A. YOUT
Notary Public
My Commission Expires
October 11, 2007

EXHIBIT A

RENT

<u>Years 1 through 7</u>		<u>Annual Rent</u>
1.	July 1, 2002-June 30, 2003	\$0
2.	July 1, 2003-June 30, 2004	\$0
3.	July 1, 2004-June 30, 2005	\$0
4.	July 1, 2005-June 30, 2006	\$0
5.	July 1, 2006-June 30, 2007	\$10,000.00
6.	July 1, 2007-June 30, 2008	\$14,400.00
7.	July 1, 2008-June 30, 2009	\$14,400.00
<u>Years 8 through 12</u>		<u>Annual Rent</u>
8.	July 1, 2009-June 30, 2010	\$16,800.00
9.	July 1, 2010-June 30, 2011	\$16,800.00
10.	July 1, 2011-June 30, 2012	\$16,800.00
11.	July 1, 2012-June 30, 2013	\$16,800.00
12.	July 1, 2013-June 30, 2014	\$16,800.00
<u>Years 13 through 17</u>		<u>Annual Rent</u>
13.	July 1, 2014-June 30, 2015	\$19,200.00
14.	July 1, 2015-June 30, 2016	\$19,200.00
15.	July 1, 2016-June 30, 2017	\$19,200.00
16.	July 1, 2017-June 30, 2018	\$19,200.00
17.	July 1, 2018-June 30, 2019	\$19,200.00
<u>Years 18 through 22</u>		<u>Annual Rent</u>
18.	July 1, 2019-June 30, 2020	\$21,600.00
19.	July 1, 2020-June 30, 2021	\$21,600.00
20.	July 1, 2021-June 30, 2022	\$21,600.00
21.	July 1, 2022-June 30, 2023	\$21,600.00
22.	July 1, 2023-June 30, 2024	\$21,600.00
<u>Years 23 through 25</u>		<u>Annual Rent</u>
23.	July 1, 2024-June 30, 2025	\$24,000.00
24.	July 1, 2025-June 30, 2026	\$24,000.00
25.	July 1, 2026-June 30, 2027	\$24,000.00

LEASE AGREEMENT

This Lease ("Lease") is entered into this 6th day of October, 1998, between the CITY OF TROY, a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, Michigan 48084, ("Landlord") and AT&T WIRELESS SERVICES PCS, INC., a Delaware corporation, acting by and through its Agent, WIRELESS PCS, INC., d/b/a AT&T WIRELESS SERVICES, whose address is 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, ("Tenant").

RECITALS

- A. Landlord is the owner of a certain parcel of land located in the City of Troy, commonly known as "Sylvan Glen Golf Course", legally described on the attached Exhibit A (the "Property").
- B. Tenant is in the telecommunications business and desires to lease from Landlord a certain part of the Property, which part is legally described on Exhibit B (the "Premises") to construct and operate on the Premises a one hundred sixty-six (166') foot high monopole-type tower (the "Tower") as shown on the plans and specifications for the Premises for use by Tenant in connection with its telecommunications business and for use by Landlord and others authorized by Landlord and Tenant for communication purposes and other non-interfering uses.
- C. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises upon the terms and conditions set forth in this Lease Agreement (the "Lease").

THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the ground space described on Exhibit A to construct the Tower and one equipment shelter of 21' x 42-1/2' size in accordance with the site plan attached as Exhibit B (the "Equipment Shelter") for use by Landlord, Tenant and two (2) other users, together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property as legally described on the attached Exhibit B under the caption "Access Easement" and "Utilities Easement". Landlord and Tenant acknowledge that Landlord may use the vertical space _____ feet on the Tower, and that Tenant may use the vertical space at 166 feet on the Tower, unless modified by a written amendment executed by Landlord and Tenant. The Equipment Shelter shall be constructed with separate rooms for use by Tenant, Landlord and two (2) other users, with separate entrances, electrical outlets and utility services for each occupant. All of the foregoing are collectively referred to as the "Premises". This Lease is not a franchise pursuant to Article 7, Section 29 of the Michigan Constitution, nor is it a permit to use the rights-of-way under Article 2A of the Michigan Telecommunications Act, Act No. 216 of the Public Acts of 1995. Any such franchise or Act 216 permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this Lease shall commence on the date of issuance of a Certificate of Occupancy by the City (the "Commencement Date") and shall end on June 30, 2007. Provided Tenant is not in default under this Lease, this Lease shall be automatically renewed for up to three (3) successive renewal terms of five (5) years each at the expiration of each preceding term and one (1) final renewal term of three (3) years, unless Tenant notifies Landlord in writing at least one hundred twenty (120) days prior to expiration of the then current term of the Lease. Each renewal shall be on the same terms and conditions as are contained in this Lease, except that the rental rate shall be adjusted as provided on Exhibit C of this Lease and there shall be no renewal after the final renewal term.

3. **Rent and Other Consideration.**

a. Tenant shall pay Landlord a lump sum, non-refundable initial payment of Sixty Thousand (\$60,000.00) Dollars in lieu of rent, which represents Ten Thousand (\$10,000.00) Dollars for the purchase of microwave communications equipment by the City and Fifty Thousand (\$50,000.00) Dollars as a non-refundable payment in lieu of annual rent for the initial four years and two months. As additional consideration for the initial term of the Lease, Tenant shall construct the Tower and Equipment Shelter as specified in paragraph 1 of this Lease, and as shown and described on Exhibit B and Exhibit D. In addition, Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the rental specified on Exhibit C. The annual rent payments shall commence without further notice on July 1, 2004. If the term of the Lease shall commence on a date other than July 1, the term of the initial term shall be adjusted by the number of days between the Commencement Date and July 1 so that all of Landlord's Tower and Antennae Leases shall be on July 1 anniversary dates. Tenant shall pay Landlord Rent annually in advance on July 1 of each year that the Lease is in effect. All Rent shall be paid without offset.

b. Tenant shall pay Landlord a late payment charge equal to five (5%) percent of the late payment for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

c. To the extent that Landlord desires to purchase telephone service from Tenant, Tenant shall offer this service to Landlord at the most favorable rate and terms that Tenant offers to any other municipality.

d. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including hardware, consultant and attorney fees, incurred by Landlord in connection with the negotiation and preparation of this Lease, Ten Thousand (\$10,000.00) Dollars for all of the leases negotiated concurrently at the time of this Lease.

e. Tenant agrees to use its best efforts to colocate future facilities and minimize the number of new Towers in the City.

4. **Use of Premises; Compliance with Laws.** Tenant shall use the Premises for the construction, operation, maintenance and repair of a telecommunications tower, equipment shelter, related facilities, antennae or buildings and for no other purposes. Tenant agrees to restrict its use of the Tower to that portion of the structure as set forth in Paragraph 1. Landlord reserves the right to require Tenant to move Tenant's antenna locations on the Tower to accommodate Landlord's own needs, provided, however, that Tenant shall in all cases be able to utilize the Tower at the new location for its intended purpose. Upon receipt of notice directing Tenant to move its antenna locations, Tenant shall move such antennae at Landlord's cost, subject to Landlord's supervision in accordance with the following provisions:

a. If Landlord desires that Tenant move its antenna locations, Landlord shall give Tenant sixty (60) days notice, which notice shall contain the location on the Tower required by Landlord to be occupied by Tenant in order to allow Tenant to comply with applicable rules and regulations of the Federal Communications Commission ("FCC") and to provide similar coverage.

b. Any movement of Tenant's antenna(e) shall not serve to increase or decrease the Rent to be paid by Tenant.

c. At the request of Landlord, Tenant shall at Landlord's reasonable cost and only with Landlord's prior approval, obtain the written opinion of a licensed structural engineer and/or electronics engineer in good standing with the State of Michigan which determines that the new location of the antenna(e) is structurally appropriate and will not interfere with the communication requirements of other Tower users, including Landlord.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises. In connection with any required approvals or extensions, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals"). Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for Tenant's intended use, provided Tenant restores any property or soil disturbed by such activities. Tenant expressly agrees to indemnify and hold the Landlord, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the Landlord, harmless against any losses, costs, expenses, damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Tenant or anyone acting on behalf of the Tenant incident to the entry, investigation or testing of the Premises, except that Tenant shall not be responsible for indemnification to the Landlord for damages caused by or resulting from the Landlord's sole negligence; and Tenant shall at its own cost and expense, defend any such claim and any suit,

action or proceeding which may be commenced thereunder and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein as they relate in any way to such investigation.

5. **Landlord's Use of Premises.** Until such time as the Tower is conveyed to Landlord pursuant to Paragraph 34(c) of the Lease, the Tower shall be installed and owned by Tenant. Landlord shall have the right to use the Premises and the portion of the Tower to be constructed by Tenant for any lawful purpose. In addition, Landlord shall have the right to lease the Tower to other users for commercial purposes (except for that part occupied or served by Tenant and Landlord), subject to review by Landlord and Tenant to determine that the proposed use will not interfere with either's operation. The person seeking to install the additional antennae upon the Tower shall provide at its expense sufficient information as may be required by Landlord and Tenant to determine that the new proposed use will not interfere with Tenant's use of the Tower by Landlord or Tenant or cause any adverse effect on the structural integrity of the Tower. All rental income derived from the Tower and Premises shall be payable to Landlord, and the terms of any such agreement must be approved by Landlord and Tenant shall not unreasonably withhold its approval of any such use.

6. **Tenant Improvements; Tenant's Use of Landlord's Tower.** Immediately after the Commencement Date and after obtaining site plan approval for the Tower, Tenant shall construct the Tower and the Equipment Shelter as shown on the attached Exhibits within ninety (90) days thereafter. The Tower and related facilities shall be so constructed to be able to accommodate the antennae of Tenant, Landlord, and two (2) other wireless communication providers. The Equipment Shelter shall be for use by the Tenant, Landlord and two (2) other users. The Equipment Shelter shall be constructed of brick materials to match the existing building on the Property or of other suitable materials approved by the Landlord's City Manager. Tenant shall also construct all ancillary support facilities as set forth in the Specifications set forth in Exhibit E, within the time period specified above. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. Tenant shall also install antennae for the Landlord if engineering, design and other specifications are timely made available to Tenant by Landlord. The contractor is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations. Until conveyed by the Tenant pursuant to Paragraph 34(c), the Tower shall remain the property of the Tenant with all rental income derived payable to Landlord. At that time, Tenant shall execute and deliver a Bill of Sale in a form satisfactory to Landlord's counsel conveying to the Landlord the Tower and related facilities to which Landlord is entitled to own under the terms of this Lease.

7. **Net Lease.** Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any maintenance, repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the party entitled thereto its prorated share of all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease, provided however, that the taxes, maintenance and insurance charges for the Tower shall be prorated among the users, other than the Landlord, based upon the number of such users. In addition, Tenant shall be responsible for its prorata share of the taxes, maintenance and insurance charges relating to the Tower that would otherwise be chargeable to the Landlord. If the number of commercial users shall change during the term of this Lease, the proportionate share of the expenses shall be adjusted accordingly between any commercial users (except Landlord).

8. **Signs.** Tenant shall not place any signs on the Premises without Landlord's approval. Landlord shall have the right to withhold approval of any sign which in Landlord's sole discretion is not compatible with Landlord's use and development of the Property.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease which are associated with its use. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on real property there is imposed any tax Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property installed upon the Premises by Tenant in good working order, condition and repair. As additional consideration for this Lease, Tenant agrees to pay Landlord's share of the maintenance of the Tower. Tenant shall require all other users of the Tower to pay for their respective share of the maintenance cost of the Tower and related facilities. Such users shall be equally responsible for maintenance and insurance (including if Tenant terminates this Lease), and Tenant shall provide itemized statements for the maintenance work if requested by Landlord or any user of the Tower. Tenant shall also keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Tenant shall submit to Landlord and other users of the Tower an annual inspection report prepared by a competent tower inspection company regarding the integrity and maintenance of the Tower. Costs of the annual inspection report shall be prorated among the commercial users of the Tower.

11. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by the Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall

peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease. Tenant acknowledges that the Property is a municipal golf course. Tenant agrees that it will not at any time interfere with the use of the Premises by Landlord or its invitees except in the case of an emergency. Tenant shall conduct its maintenance activities at times when the outdoor area of the Premises are not in use. Landlord and its invitees shall have the right to conduct activities in the area of the Tower without constituting a breach of Tenant's right of quiet enjoyment of the Property.

12. **Access.** Subject to the limitation set forth in Paragraph 11, Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises. Tenant shall have access to the Premises 24 hours a day 7 days per week, provided it does not interfere with Landlord's operations on the Premises.

13. **Utilities.** Tenant shall at its sole expense provide any utility service to the Premises that it desires. If there are additional users of the Tower, each user's utility usage shall be separately metered. Tenant shall pay when due all charges for its usage of utilities to the Premises during the term of the Lease.

14. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

15. **Broadcast Interference.**

a. **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (i) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Associations (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

b. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

16. **Governmental Approvals.** This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease due to its inability to obtain necessary approvals.

17. **Default and Landlord's Remedies.**

a. It shall be a default if:

- (i) Tenant defaults in the payment of any sums to Landlord when due, and does not cure such default within ten (10) days.
- (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of.
- (iii) Tenant abandons or vacates the Premises.
- (iv) Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.
- (v) Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default under this Lease by Tenant, Landlord shall be entitled to any remedies provided under this Lease and as shall then be provided by law; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the property except those to which Landlord is entitled at the end of the term of the Lease; provided that prior to and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default and Tenant shall have thirty (30) days (or if the default cannot be cured within thirty (30) days a longer period as shall be necessary to cure the default acting with due diligence) after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

c. For a breach of any provision of this Lease requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Landlord may, in addition to any other remedy it may have under this Lease or at law, obtain a temporary restraining order and preliminary injunction compelling it to cease and desist all operations on the Leased Premises until further order of the Court, since Landlord does not have an adequate remedy at law. Prior to invoking such remedy, Tenant shall be given a thirty (30) day notice of the alleged default so that it may cure such default.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

18. **Cure by Landlord.** In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

19. **Damage or Destruction.** If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower due to an "act of God" or other cause which is not the fault of the Landlord, Landlord may elect to terminate this Lease if Tenant does not repair or restore the Premises within one hundred twenty (120) days of written notice to Tenant of the damage or destruction which period Landlord agrees to reasonably extend if Tenant has diligently pursued such repair or restoration, but has been unable to complete such work for reasons beyond its control. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Landlord shall be entitled to retain any consideration paid. Landlord requires Tenant to repair or restore the Premises for use by Landlord.

20. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

21. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. **Indemnification.** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or sub-contractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. **Assumption.** Tenant undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or

liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (i) Worker's compensation insurance meeting Michigan statutory requirements.
- (ii) Comprehensive commercial general liability insurance with minimum limits of Three Million (\$3,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractor's liability; coverage for property damage from perils of

explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

- (iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law including residual liability, insurance with minimum limits of One Million (\$1,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.
- (iv) Property insurance in the full insurable replacement value of the Tower, Equipment Shelter and related facilities on a prorata basis with other commercial users.
- (v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
- (vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- (viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Named Insured.** All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insured hereunder, shall contain cross-liability wording, as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Alternatively, Tenant shall provide Landlord with evidence of participation in a satisfactory self-insurance program. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Landlord.

k. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insured from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. **Review of Limits.** Once during each calendar year during the term of this Lease, Landlord may review the insurance coverage to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional insured, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

22. **Hazardous Substance Indemnification.** Landlord and Tenant represent and warrant that their respective use of the Premises will not generate any hazardous substance, and they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Each party further agrees to hold the other harmless from and indemnify such party against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney fees, costs and penalties incurred as a result thereof except any release caused by the negligence of the releasing party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents specified in this Lease prorated on a monthly basis) and shall otherwise be for the term and on the conditions specified in this Lease, so far as applicable.

24. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

25. **Removal of Equipment; Restoration;** Except as otherwise provided herein, upon the expiration of this Lease, or the earlier termination and cancellation of this Lease by Tenant for any reason, Tenant may remove all of its antennae, equipment and other personal property located within the Equipment Shelter, and fixtures, including but not limited to its transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. The Tower and Equipment Shelter will remain at the Leased Premises and, if requested by Landlord, be conveyed to the Landlord for One (\$1.00) Dollar at Landlord's option upon the termination of the Agreement. Conveyance of the Tower, Equipment Shelter and Related Facilities shall be by an instrument approved by Landlord's counsel. If requested by Landlord, Tenant shall removal the Tower, Equipment Shelter and related facilities. Tenant shall not remove any improvements which are required to be or which have been conveyed to Landlord pursuant to this Lease unless requested by Landlord. All removals required to be made by Tenant shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall restore the Property to substantially the same condition as existed as of the commencement of the term of this Lease, reasonable wear and tear excepted, provided, however, that Tenant will remove any driveways, sidewalks and foundation if requested by Landlord in accordance with Landlord's codes, ordinances or regulations. Underground piping or wiring or any other fixtures or improvements shall be reduced to a depth of not less than one foot below ground level, unless other requirements are imposed by Landlord under its applicable codes. Tenant shall not remove

any security fence built by Tenant (unless otherwise requested by Landlord) and same shall become the property of the Landlord. In the event that the Tenant fails to remove any improvements it installed on the Property which it is required or entitled to remove within ninety (90) days of the termination of the Lease, Landlord may do so with the reasonable costs of same to be charged to the Tenant.

26. **Removal Bond.** Upon default, Tenant shall provide a letter of credit, cash deposit or other security satisfactory to Landlord's counsel in an amount determined by a licensed structural engineer for Tenant's proportionate amount of the cost of removing the Tower, Equipment Shelter and related facility as required under Section 25.

27. **Acceptance of Premises.** By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that

- a. the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modification);
- b. the dates to which rent and other charges have been paid;
- c. so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and
- d. such other matters as Landlord may reasonably request.

29. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

With a copy to:

City Attorney
City of Troy
500 West Big Beaver Road
Troy, MI 48084

If to Tenant, to:

AT&T Wireless Services, PCS, Inc.
Attn: General Counsel
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

30. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent, except that it is permissible to assign such Lease to a parent or subsidiary of the Tenant or to any entity which purchases substantially all of the assets of the Tenant Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall not be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant, but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 USC §101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

31. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

32. **Co-Location.** Tenant agrees to allow the Landlord and two (2) other telecommunications providers to lease space upon the Tower upon reasonable request of such users, provided the use does not unreasonably interfere with Tenant's use, with rent received from the Tower payable to Landlord. Such co-location and lease terms, by additional users, shall be subject to review and approval by Landlord as required by this Lease.

33. **Contact Person; Notice of Change.** In order to have Landlord be able to contact the Tenant at any time with respect to the construction or operation of the Tower or its ancillary facilities, it is imperative that the Landlord have a current contact person and current phone number of such contact person at all times. Tenant has designated the following person with the following phone number as the contact person in charge of the oversight of construction and operation of the Tower:

Anthony Amine
Office - (248) _____
Pager - (248) _____

Tenant shall advise Landlord with 24 hours of any change in either the contact person or the phone number of the contact person.

34. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant or Landlord may record the Memorandum of Lease. If Tenant's survey of the Premises requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute in recordable form a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

35. **Termination.**

a. By Landlord, Landlord may terminate this Lease for any default by Tenant in its obligations under this Lease as provided in Paragraph 17.

36. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Michigan.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

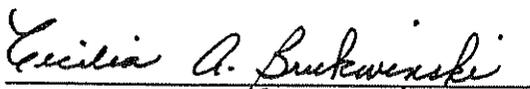
e. Tenant agrees to look solely to the interest of Landlord in the Premises for the satisfaction of any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

This Lease was executed as of the date first set above.

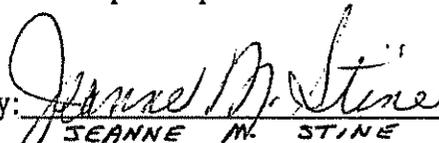
WITNESSED:

LANDLORD:

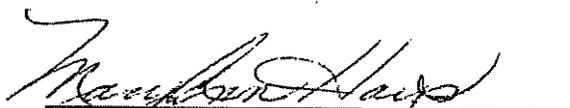
CITY OF TROY, a Michigan
municipal corporation



CECILIA A. BRUKWINSKI

By: 

JEANNE M. STINE
Its: Mayor



MARRANN HAYS

By: 

TAMARA A. RENSHAW
Its: Clerk
T

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

Part of the Northeast $\frac{1}{4}$ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan more particularly described as: Commencing at the Northeast Corner of said Section 11; thence along the East line of said Section also the centerline of John R. Road due South 505.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 312.00 feet; thence due North, 505.00 feet to the North line of said Section 1 and also the centerline of Square Lake Road; thence along said line South 89 degrees 50 minutes 00 seconds East, 312.00 feet to the point of beginning, subject to rights of the public on Square Lake Road and John R. Road.

EXHIBIT B-1

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

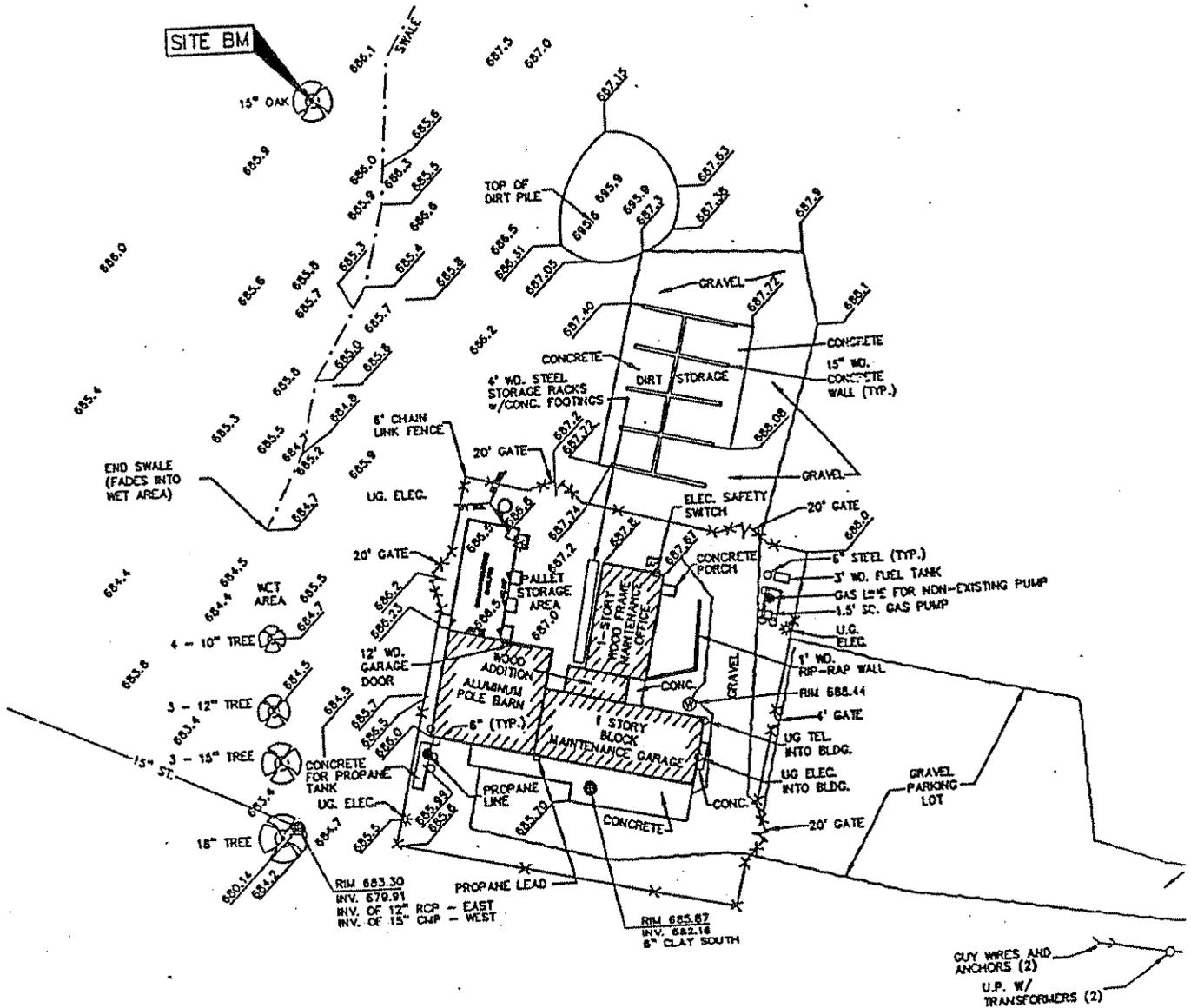


EXHIBIT B-2

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

LEGAL DESCRIPTION

(Total Parcel From The Phillip F. Greco Title Company No. 63-678228)

Situated in the City of Troy, Oakland County, Michigan, the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan.

LEGAL DESCRIPTION

PARCEL "A"

Part of the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1964.14 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 68°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet to the Point of Beginning: Thence S 13°12'15" W, 56.50 feet; thence N 76°47'45" W, 44.50 feet; thence N 13°12'15" E, 56.50 feet; thence S 76°47'45" E, 44.50 feet to the Point of Beginning, containing 2514.2 square feet or 0.057 acres.

NM SS LP

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT

An ingress/egress easement over part of the Northeast ¼ Section of 10, T.2N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1845.42 feet to the Point of Beginning: Thence continuing South 118.72 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 88°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet; thence S 74°45'29" E, 71.20 feet; thence S 06°01'31" W, 61.33 feet; thence S 75°10'23" E, 49.33 feet; thence S 14°49'37" W, 39.57 feet; thence S 79°24'59" E, 803.36 feet; thence N 59°51'52" E, 22.74 feet; thence N 01°25'15" E, 157.43 feet; thence S 88°34'57" E, 161.00 feet; thence N 45°00'00" E, 44.41 feet; thence S 88°34'57" E 90.64 feet; thence 50.19 feet along a curve to the left, radius 31.00 feet, central angle 92°46'0", chord bearing N 48°12'58" E, 44.89 feet thence East 20.88 feet to the Point of Beginning.

EXHIBIT C

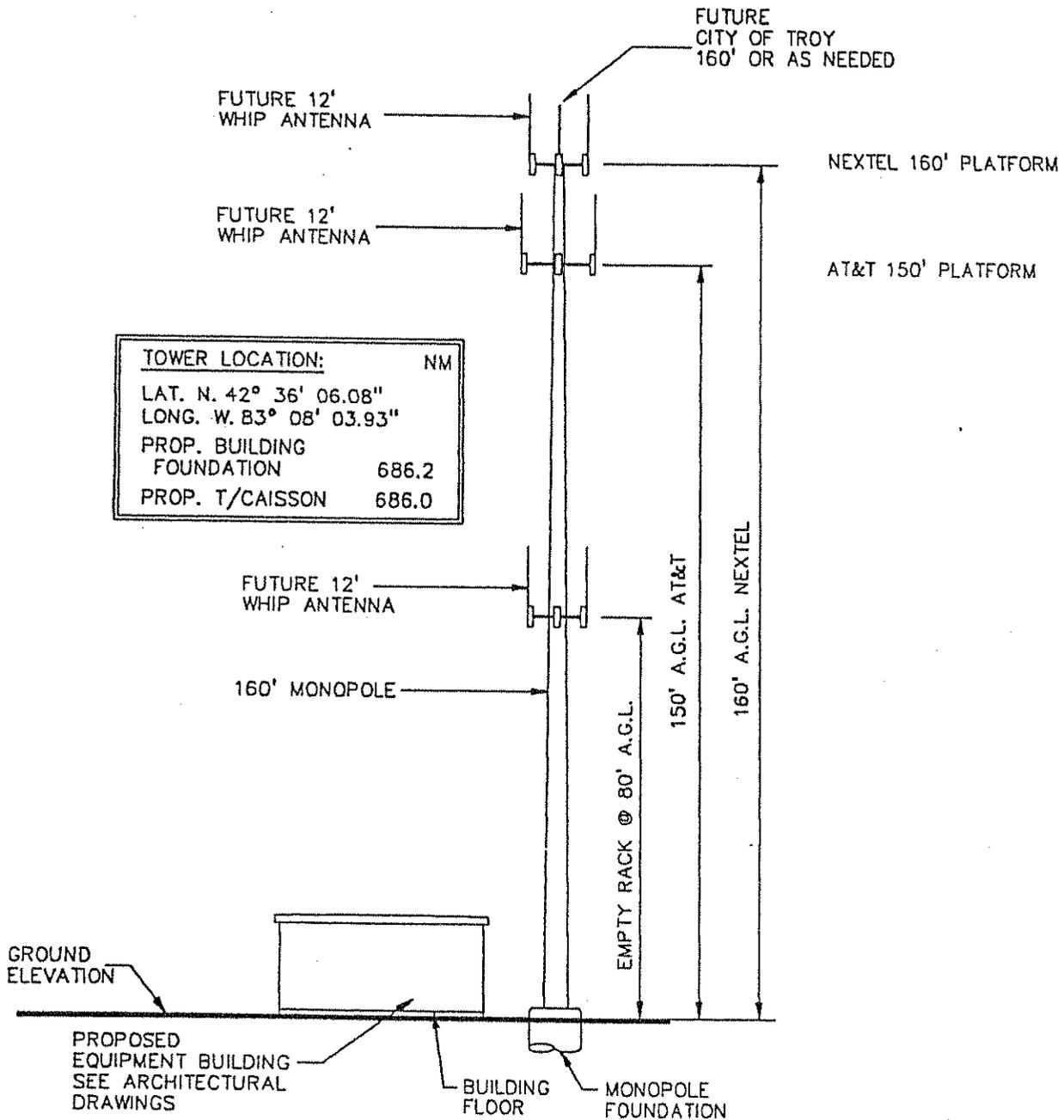
RENT SCHEDULE

<u>Years 1 through 7</u>		<u>Annual Rent</u>
1.	July 1, 1997 - June 30, 1998	\$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - August 31, 2001	-0-
5.	Sept 1, 2001 - June 30, 2002	10,000.00
6.	July 1, 2002 - June 30, 2003	14,400.00
7.	July 1, 2003 - June 30, 2004	14,400.00
<u>Years 8 through 12</u>		<u>Annual Rent</u>
8.	July 1, 2004 - June 30, 2005	\$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00
<u>Years 13 through 17</u>		<u>Annual Rent</u>
13.	July 1, 2009 - June 30, 2010	\$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00
<u>Years 18 through 22</u>		<u>Annual Rent</u>
18.	July 1, 2014 - June 30, 2015	\$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00
<u>Years 23 through 25</u>		<u>Annual Rent</u>
23.	July 1, 2019 - June 30, 2020	\$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

Final

DESCRIPTION AND
ADDITIONAL EQUIPMENT AND SERVICES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.



TYPICAL SITE ELEVATION

NOT TO SCALE

AT& T SITE # 3329B

