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NOV 29 2021  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

LISA A. ANDERSON  
landerson@rsjalaw.com

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Farmington Hills, Michigan 48331  
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rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

## MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 28, 2021

RE: Fifth Amendment to License Agreement for Use of City Hall Cell Tower

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The City entered into a license agreement on June 17, 1996 which called for AT&T Wireless (AT&T) to build the cellular tower located behind City Hall and permitted AT&T to install and operate wireless communications equipment on the tower. Addendum No. 1 to the license agreement called for AT&T to transfer ownership of the tower to the City. In October 2021, the City's license agreement with AT&T expired. New Cingular Wireless PCS, successor-in-interest to AT&T, is interested in continuing the license agreement and has proposed an amendment to the agreement to extend the term and permit a modification to the tower equipment. The Fifth Amendment to the License Agreement accomplishes the following:

1. Term: The amendment adds six renewal terms of five years each, for an additional thirty years.
2. Rent: New Cingular will pay rent in the amount of \$4,456.00 each month (equal to \$53,472 per year), with a 3.5% annual increase. In addition, the City has received a \$120,000 signing bonus.
3. Additional Tenants: The City may license space on the tower to other users. Additional tenants may not interfere with New Cingular's equipment or signals.
4. Quit Claim Deed and/or Bill of Sale: New Cingular will provide an executed quit claim deed or bill of sale for the tower as required by Addendum No. 1 to the License Agreement.
5. Removal Bond: New Cingular will provide a \$50,000 removal bond to guarantee removal of its equipment upon termination of the license.
6. Equipment: Three new antenna, three remote radio head, and two additional cables will be installed on the tower. Three antennas, six remote radio head, and two cables will be removed. A total of twelve antennas will remain on the tower. The City has received a structural analysis showing that the tower has sufficient capacity to accommodate the modifications.

A copy of the proposed Fifth Amendment to the License Agreement is attached for Council's consideration. I will be available at the December 6, 2021 Council meeting to answer any questions that may arise.

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Works  
Lisa Hathaway, City Clerk  
Gene Tutag, Building Official

Market: MINDI  
Cell Site Number: MI2011  
Cell Site Name: Mack Plaza  
Fixed Asset Number: 10083371

## FIFTH AMENDMENT TO LICENSE AGREEMENT

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, effective October 1, 2021, is by and between the City of Grosse Pointe Woods, (hereinafter referred to as “**Licensor**”), having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319-5309 (hereinafter referred to as “**AT&T**” or “**Licensee**”).

WHEREAS, Licensor and AT&T, or its predecessor-in-interest entered into a License Agreement dated June 17, 1996, First Amendment dated March 30, 2004, Second Amendment dated September 24, 2008, Third Amendment dated September 6, 2011, Fourth Amendment dated September 25, 2018, (collectively, the “**Agreement**”) whereby Licensor licensed AT&T to utilize for certain wireless telecommunications purposes, certain Premises, therein described, which are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow AT&T to modify AT&T’s existing Antenna Facilities; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to extend the term of the original Agreement; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to adjust the License Fees, both upon execution of this amendment and monthly; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to add indemnification by AT&T and such other amendments as contained herein; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and AT&T, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and AT&T agree as follows:

1. **Equipment.** Licensor acknowledges and agrees that AT&T shall have the right to change, modify or add equipment as more completely described in attached Exhibit D-4, within one (1) year of the execution of this amendment. All work to be done in accordance with all plans, specifications and applications to be submitted to, reviewed and approved by the City of Grosse Pointe Woods, such approval not to be unreasonably withheld. Future changes, modifications or additions of equipment requested by AT&T for installation after June 17, 2022, or those changes, modifications or additions of equipment beyond the scope of the changes included in Exhibit D-4, shall require review and approval of all plans and specifications and, consent of the Licensor. All direct and reasonable costs incurred by Licensor related to these adjustments presently or in the future to be reimbursed by Licensee upon proof of payment.

2. **Rent.** Commencing on October 1, 2021, Rent shall be increased by One Thousand Five Hundred Fifty and No/100 Dollars (\$1,550.00) per month, for a monthly rent of Four Thousand Four Hundred and Fifty Six Dollars (\$4,456.00) due and owing as of October 1, 2021 subject to further adjustments as provided in the Agreement. Further, the Consumer Price Index based annual rental increase found in Section 8 of the addendum NO 1 to license agreement is removed and replaced with a 3.5% yearly increase.

3. **Extension of Term.** In addition to the Extension Terms presently set forth in the Agreement, the parties hereby agree to add six (6) additional Extension Terms of five (5) years each. Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for six (6) separate consecutive additional periods of five (5) years each (each being defined as an Extension Term) upon the same terms and conditions of the Agreement, unless AT&T notifies Licensor in writing of AT&T's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term. As consideration for the extension of term AT&T agrees to pay a one-time signing bonus of One Hundred and Twenty Thousand and No/100 Dollars (\$120,000.00) to be paid at the start of the new term.

4. **Indemnification.** (a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, operation, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the intentional act or omission of Licensor, its employees, agents or independent contractors. (b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity

obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Paragraph 8(h) of the June 17, 1996 License is hereby stricken and replaced in its entirety by this paragraph.

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

If to Licensor:

City Manager  
City of Grosse Pointe Woods  
20025 Mack Plaza,  
Grosse Pointe Woods, MI 48236

With a copy to:

Michael J. Watza  
1 Woodward Suite 2400  
Detroit, MI 48226  
[Mike.watza@kitch.com](mailto:Mike.watza@kitch.com)

If to Licensee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: MI2011 / Mack Plaza / FA#10083371 / MI  
1025 Lenox Park Blvd. NE  
Atlanta, GA 30319-5309

With a Copy To:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: MI2011 / Mack Plaza / FA#10083371 / MI  
208 S. Akard St.  
Dallas, TX 75202-4206

**6. Unmanned Aircraft System.** If Licensee elects to utilize a properly and fully licensed Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensee shall provide thirty days' notice of such intent, specifying date, time and route. Licensor shall grant such UAS access, absent timely identification of specific objections based upon reasonable grounds concerning specific public safety, health and welfare concerns. Licensor's grant to Licensee, or any properly and fully licensed UAS operator acting on Licensee's behalf, shall include permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

**7. Collocation.** Licensee acknowledges that Licensor may collocate other licensees or tenants on the tower at Licensor's sole discretion. Licensor shall require that any such collocating licensee or tenant does not materially interfere with AT&T facilities or signals related to the Tower.

**8. Tower Quit Claim Deed or Bill of Sale.** Licensee shall provide a Quit Claim Deed or Bill of Sale related to the transfer of ownership of the Tower to Licensor as required by Section 4 of the June 17, 1996 Addendum No. 1 to License Agreement.

**9. Late Payments.** Licensee shall pay a late fee of \$100 in the event of a monthly payment that is more than Ten (10) days overdue. Late payments shall be subject to 18% interest if they remain overdue more than 30 days.

**10. Early termination,** In the event Licensee terminates its obligations under this License prior to the end of any of the Six (6) Five (5) year terms, it shall pay a penalty equal to the rent otherwise owed on that term, up to but not exceeding one (1) full year.

**11. Removal Bond.** Licensee shall produce and maintain in full force for the life of this license, a bond in the amount of Fifty Thousand Dollars (\$50,000) to pay for the removal of Licensee's antennas and related equipment at the termination of this license, such removal to occur, or not, at the sole discretion of the Licensor.

**12. Default and Consequence Upon Default.** In the Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

a. Accelerate all payments due for the remaining term of five years, up to one full year of payments otherwise due including any and all other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, including all necessary attorney fees and costs related to such default;

b. Terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

c. Suspend the supply of electrical power and any and all other utilities to the Facilities unless and until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

d. In the event Licensee shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

**13. Other Terms and Conditions Remain.** In the event of any inconsistencies between the original license Agreement dated June 17, 1996, Addenda thereto or any other Amendments entered into prior to this Amendment, the terms of this Amendment shall control. Except as

expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

14. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be effective as of the last date written below.

**LICENSOR:**

City of Grosse Pointe Woods

**AT&T:**

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

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

Print Name:

Its:

Date: \_\_\_\_\_

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

Print Name: Terrance Lundquist

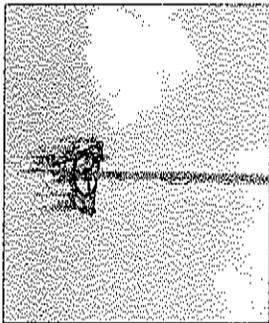
Its: Sr. Project Tech

Date: \_\_\_\_\_

**EXHIBIT D-4**

Pages 1 thru 6 of the Black & Veatch Construction Drawings dated 03/11/2021

**SITE PHOTO**



**PROJECT INFORMATION**

SITE ADDRESS: 28027 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MI 48236

COUNTY: WAYNE

SITE NAME: MACK PLAZA

SITE NUMBER: 48236

TA NUMBER: 10083371

USDI NUMBER: 1791

LATITUDE: 42° 29' 54.8" N

LONGITUDE: 82° 54' 36.8" W

GROUND ELEVATION: 587' AFD

TOWER OWNER: CITY OF GROSSE POINTE WOODS, 28027 MACK PLAZA, GROSSE POINTE WOODS, MI 48236

SITE ACQUISITION MANAGER: CATHY CHASE, 4173162500

CONSTRUCTION MANAGER: PEARL WTS, 913484184

LEAD ENGINEER: JESSIE JAMES, 917251413

PROJECT NUMBER: SITEPHONE NUMBER: 317-461-6269

PHONE: 317-461-6269

ATTENTION: 6147 WOOD CT

CONTACT: 6147 WOOD CT

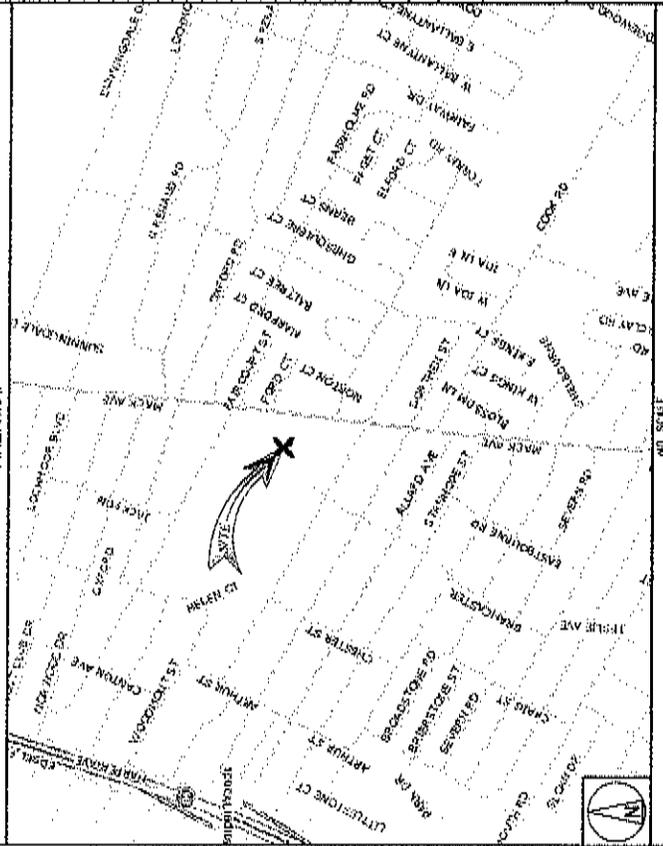
PHONE:

**AT&T  
MOBILITY**

**PROJECT: 5G NR 1SR CBAND  
AT&T SITE ID: MI2011  
AT&T FA#: 10083371**

**MACK PLAZA  
GROSSE POINTE WOODS, MI 48236**

**AREA MAP**



**ENGINEERING**

3171 WOODMAN BUILDING, SUITE 200, 10083371, GROSSE POINTE WOODS, MI 48236

**DRAWING INDEX**

SHEET NO. SHEET TITLE

PROJ. NO.	TITLE PAGE
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C-98	GENERAL NOTES
C-99	GENERAL NOTES
C-100	GENERAL NOTES

**REFERENCE MATERIALS**

THESE LIT. REFERENCES ARE BASED ON THE DATE THIS SHEET WAS PLOTTED.

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

CONTRACTOR SHALL VERIFY ALL DATA & CONDITIONS AT THE PROJECT SITE. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SUCH DISCREPANCIES.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MICHIGAN, CALL 800-487-7171

511 OR (800) 487-7171  
www.hillslife.com



THESE LIT. REFERENCES ARE BASED ON THE DATE THIS SHEET WAS PLOTTED. THE ENGINEER SHALL VERIFY ALL DATA & CONDITIONS AT THE PROJECT SITE. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SUCH DISCREPANCIES.

**AT&T  
MOBILITY**  
14025 NORTHLAND DR  
SOUTHFIELD, MI 48075

**BLACK & VEATCH**  
1801 N. LANSING ST. SUITE 2100  
SOUTHFIELD, MI 48034  
PROJECT NUMBER: 129391

**STATE OF MICHIGAN**  
**PING JIANG**  
ENGINEER  
NO. 6201082190  
LICENSED PROFESSIONAL ENGINEER

UNLICENSED PROFESSIONAL ENGINEER

NO.	DATE	DESCRIPTION
1	01/11/17	PROJECT START
2	01/11/17	PROJECT END
3	01/11/17	PROJECT END

**PROJECT NUMBER: 129391**  
**MACK PLAZA**  
**28027 MACK PLAZA DRIVE**  
**GROSSE POINTE WOODS, MI 48236**

**TITLE PAGE**

**TITLE PAGE**





















## **EXHIBIT D-5**

Copies of the original June 17, 1996 License Agreement and each of the following Amendments identified and dated as follows:

- June 17, 1996 Original License Agreement & June 17, 1996 Addendum
- March 30, 2004 First Amendment to License Agreement
- September 24, 2008 Second Amendment to License Agreement
- September 6, 2011 (3<sup>rd</sup>) Second Amendment to License Agreement
- September 25, 2018 Fourth Amendment to License Agreement

LOCATION: Grosse Pointe Woods

ID# 3011

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), dated this 17th day of June, 1996, is entered into by City of Grosse Pointe Woods, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Licensor"); and AT&T WIRELESS PCS, INC., a Delaware corporation having an office at 26957 Northwestern Hwy., Southfield, MI 48034 ("AT&T").

### BACKGROUND

A. Licensor owns or otherwise controls certain building(s) and other property and improvements (collectively, "Building") located at 20025 Mack Plaza, in the City of Grosse Pointe Woods, County of Wayne, State of Michigan.

B. To improve or enhance wireless communications, Licensor and AT&T desire that AT&T install and operate a personal communication base station and related antennae, equipment and accessories ("Station") in and/or on the Building.

THEREFORE, the parties agree as follows:

#### 1. LICENSE, ACCESS AND USE.

(a) Licensor licenses to AT&T the use of spaces in and/or on the Building, as indicated on Exhibit A (the "Licensed Premises"). Licensor also grants to AT&T and its representatives the right of access to the Licensed Premises (and other necessary areas of the Building), 24 hours a day, 7 days a week for AT&T's permitted uses.

(b) Licensor permits AT&T to access and use the Licensed Premises to install, operate, maintain, repair, modify, protect, replace and/or remove the Station, at its own expense. AT&T also has the right, reasonably exercised and so as not to interfere with Licensor or other Building occupants, to (i) connect the Station to Licensor's Building electric source and sub-meter, or install separate service and meter, all in a safe manner, (ii) install its own separate telephone line and (iii) connect the base station and antennae by cabling.

(c) AT&T may use such means as are reasonably necessary or appropriate to install and connect the Station, consistent with Exhibit A. If

AT&T wishes to make subsequent changes to the dimensions/location of the Licensed Premises, AT&T will submit a new Exhibit to Licensor for Licensor's approval. Further, Licensor agrees to cooperate with AT&T in arranging for AT&T's installation and operation of, and access to, the Station, without cost to Licensor.

## 2. TERM.

a. This License runs for five (5) years, plus four (4), five (5) year automatically renewing terms. The initial term begins when AT&T is able to obtain any and all land use and building permits and connections (building, electric, telephone or otherwise) applicable to its installation and operation and AT&T installs the Station ("Commencement Date"). As used in this License, "term" means the initial term and any renewal term.

b. Notwithstanding anything in this License, AT&T may choose, at any time during the term or any renewal term, and for any or no reason, to terminate this License and render it null and void (a) upon thirty (30) day prior written notice to the Licensor, or (b) ten (10) days after delivery of written notice if Licensor has defaulted under this License and fails to cure the default within ten (10) days of written notice of same.

c. Upon execution of this License Agreement by both parties and prior to the Commencement Date, Licensor grants to AT&T, its agents, employees and contractors, a license to enter Licensor's property, including the Licensed Premises, for the purpose of conducting any tests, measurements or other items of due diligence that AT&T may require in order to determine the current status of Licensor's property and its suitability for construction of the Station. AT&T agrees to replace or restore to its original condition any damage caused by such tests, measurements or other similar items.

d. Any environmental reports, studies or other environmental information shall be kept strictly confidential by both parties unless disclosure is required by any statute, ordinance or order of a court of competent jurisdiction.

## 3. LICENSE FEE.

Beginning with the Commencement Date, but not later than January 5, 1997, AT&T will pay Licensor monthly, in advance, by the fifth (5th) day of each month, a license fee of \$1,500.00. The fee will be prorated for partial months.

## 4. COMPLIANCE WITH LAWS.

Each party agrees to comply with all applicable laws, rules and regulations respecting its own property and uses. This License is governed by the laws in which the Licensed Premises are located.

5. NON-INTERFERENCE.

Each party agrees not to interfere with operations of the other on the Building, nor to allow third parties to do so.

6. INSURANCE.

AT&T will carry, during the term of this License and at its own expense, the following insurance (a) "All Risk" casualty insurance for the full replacement cost of the Station; and (b) Comprehensive general liability insurance with a "broad form" comprehensive general liability endorsement having a minimum limit of liability of \$1,000,000 for injury or death arising out of one occurrence and \$1,000,000 for damage to property from any one occurrence. Licensor will be named as an additional insured on AT&T's policy.

7. WARRANTY OF TITLE AND RIGHT TO LICENSE.

Licensor represents and warrants (by and through its undersigned representative) that:

(a) Licensor owns or controls the Building or all relevant portions thereof (including the Licensed Premises), unencumbered by any contract, agreement or title covenants, conditions, restrictions, limitations or liens of record or not of record which would adversely affect AT&T's use and enjoyment of the Licensed Premises or access to them;

(b) Licensor has the rights of use and access granted to AT&T under this License;

(c) If a corporation or partnership, Licensor is duly organized/formed, validly existing and in good standing and has all rights, power and authority to make this License and bind itself hereto; and

(d) AT&T, during the term or any renewal term, shall have quiet and peaceful use and enjoyment of the Licensed Premises for its permitted uses. Each party shall be responsible for the reasonable legal fees incurred by the other for the party's breach of this License.

8. MISCELLANEOUS.

(a) All rights granted to AT&T under this License are revocable only when this License expires or sooner terminates, according to its terms.

(b) Licensor is permitted to assign this License over to a successor Licensor, if the successor agrees to be bound by all of Licensor's obligations under this License. Licensor agrees that AT&T may assign this License only to a related or controlling entity agreeing to be bound by all of AT&T's License obligations.

(c) Notices to either party must be given in writing to the address of the party set forth above (if to AT&T, Attn: General Counsel) by overnight or certified mail, return receipt requested. The notice shall be effective when received.

(d) To be valid, a revision of this License must be made in writing and signed by the Director or higher authority of AT&T and an authorized agent of the Licensor.

(e) The terms and conditions contained in this License benefit and bind Licensor and AT&T and each of their respective successors and permitted assigns. References in this License to "he", "she" or "it" are neutral and mean one and the same thing.

(f) This License and the attached exhibit constitute the entire agreement of the parties over this subject matter and supersede all prior offers, negotiations and agreements.

(g) [INTENTIONALLY OMITTED]

(h) AT&T will neither generate or store any hazardous substances nor create any hazardous conditions on or about the Licensed Premises. AT&T agrees to indemnify and hold harmless the City of Grosse Pointe Woods from any liabilities, claims, damages, penalties, liabilities or costs that the City may suffer as a result of the presence of hazardous substances or petroleum in or under the Building, including the licensed premises, unless the presence of such substance was caused by the City or any third party except AT&T. Except as set forth in the next sentence, Licensor hereby agrees to indemnify and defend AT&T from any losses, claims, damages, penalties, liabilities or costs that AT&T may suffer as a result of the presence of hazardous substances or petroleum in, on or under the Building, including the Licensed Premises, unless the presence of such substances was caused by AT&T, its agents, employees, representatives, contractors, consultants, shareholders, officers, directors, parents, subsidiaries, assignees, delegates, or third parties under its control (collectively "AT&T Parties"). Licensor's indemnification obligation as to AT&T in the preceding sentence does not apply to any loss, claim, damage, penalty, liability or cost that AT&T may suffer as a result of the actual, threatened, potential or claimed omission from the Station into the environment of electricity, radiation, microwaves, energy, waves, electromagnetic fields, pulses, noises, vibrations, signals, frequencies, pitches, substances or any other thing of any kind, whether or not such emission was caused by AT&T or by AT&T's use of the Station. This subparagraph shall survive any termination of the License Agreement and/or the Addendum.

[SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, counterparts of this License, on the date and year first above written.

WITNESS OR ATTEST:

Juise S. Warneke  
(SEAL)

LICENSOR:

~~BY:~~ CITY OF GROSSE POINTE WOODS  
BY: Robert E. Novitke  
ITS MAYOR

WITNESS:

Robert Best

AT&T WIRELESS PCS, INC.

BY: BWS

State of Michigan  
County of Macomb, Acting in Wayne

The foregoing instrument was acknowledged this 17th day of June, 1996 by Robert E. Novitke, the Mayor, of City of Grosse Pointe Woods, known to me to be the person executing the foregoing document.

By: Tina Louise Seder  
Notary Public

My commission expires: 10-09-96

TINA LOUISE SEDER  
NOTARY PUBLIC - MACOMB COUNTY, MICH.  
ACTING IN WAYNE CO., MICH.  
MY COMMISSION EXPIRES 10-09-96

State of Michigan  
County of Oakland

The foregoing instrument was acknowledged this 25th day of June, 1996 by Darrel Walker, the Dir of Sys Development, of AT&T Wireless Services, known to me to be the person executing the foregoing document.

By: Virginia E. Calhoun  
Notary Public

My commission expires:

VIRGINIA E. CALHOUN  
NOTARY PUBLIC - WAYNE COUNTY, MI  
MY COMMISSION EXP. 04/04/2001

Approved for Signature

George B. Catlin

George B. Catlin  
City Attorney

Date: 6-12-96

## ADDENDUM NO. 1 TO LICENSE AGREEMENT

This Addendum No. 1 to License Agreement ("Addendum"), dated this 17th day of June, 1996, is entered into by the City of Grosse Pointe Woods, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Licensor"); and AT&T WIRELESS PCS, INC., a Delaware corporation having an office at 26957 Northwestern Hwy., Southfield, MI 48034 ("AT&T").

WHEREAS, Licensor and AT&T desire to enter into a License Agreement of even date herewith ("License"); and

WHEREAS, the parties desire to supplement the terms of the License Agreement to more fully set forth the entire agreement between the parties.

NOW THEREFORE, in consideration of the mutual promises made by the parties, they agree as follows:

1. In the event that the License is executed by duly authorized representatives of Licensor, and all other requirements of Licensor necessary for AT&T to install the Station are satisfied, AT&T agrees, at its sole cost and expense, to fund the construction of two (2) additional garage bays at Licensor's existing Building. The construction shall be designed to be reasonably consistent with the existing structures. In addition, AT&T agrees, to fund the replacement of the roofing shingles on the entire Public Safety Building.
2. If the installation of the additional garage bays or the installation of AT&T's Station require the relocation of existing water, gas main, sewer, telephone or other similar utility lines, AT&T agrees to fund the cost to relocate the existing utility lines.
3. AT&T agrees that upon completion of the construction of the new tower, AT&T will dismantle and dispose of Licensor's existing communication tower. Upon installation of AT&T's Station, AT&T will pay all necessary charges to relocate Licensor's antennae to the new antennae tower.
4. Upon completion of the installation of AT&T's Station, AT&T agrees to transfer ownership of the tower portion of the Station to Licensor. It is the understanding of the parties that AT&T will transfer ownership of the tower only and AT&T shall retain ownership of any and all cabling, antennae and equipment associated with AT&T's installation. Such transfer of ownership of the tower shall be accomplished by the execution and delivery by AT&T of

a Bill of Sale and/or a Quit Claim deed. If AT&T should terminate this Agreement, Licensor shall have no obligation to pay AT&T for the tower.

5. (a) From and after the date that AT&T transfers ownership of the tower to Licensor, Licensor shall have the right to lease, license or otherwise permit others to install antennae on the tower; provided, however, that (i) any other user shall not interfere with AT&T's permitted use, (ii) one-half (1/2) of all revenue from monthly rental, excluding initial license payments received by Licensor from such other user shall be paid to AT&T until such time as AT&T has recouped all expenses of the installation of AT&T's Station, (iii) from and after the date that AT&T has recouped all expenses of the installation of its Station, One Hundred percent (100%) of all revenue received from such other user shall be retained by Licensor less all costs of maintenance, inspection or upkeep of the tower, but not AT&T equipment, which shall be paid to AT&T, (iv) Licensor shall not be obligated to pay AT&T more than one-half (1/2) of monthly rental, excluding initial license payments, received by Licensor for use of the tower, and (v) AT&T agrees that the maintenance costs of the tower are not cumulative and shall not be carried over from year to year.

(b) The expenses of the installation of AT&T's Station shall be limited to those actual expenses incurred pursuant to License paragraph 2.c. and Addendum paragraphs 1, 2, 3, 6, 9, 10, 11, 12, 20, 21 and 22.

(c) AT&T agrees to provide Licensor with a schedule of all actual expenses of the installation of AT&T's Station, as defined above, at the same time that AT&T delivers the Bill of Sale or Quit Claim deed pursuant to Addendum paragraph 4, above.

6. Prior to installation of the tower portion of the Station, Licensor reserves the right to review AT&T's construction drawings and further reserves the right to require AT&T to modify the exact location of the tower to within no more than 15 feet of its proposed location. After installation of the tower, Licensor reserves the right to relocate the tower to a new location within five hundred (500') feet of the existing location, provided that Licensor pays all costs and expenses of such a move.

7. AT&T shall have access to the Licensed Premises twenty-four (24) hours per day, seven (7) days per week; provided, however, that AT&T employees, agents or contractors visiting the Building shall first present themselves to the dispatch desk and indicate the areas to be visited.

8. The License Fee set forth in Paragraph 3 of the License Agreement shall be increased annually, as of the anniversary date of the Commencement Date, in accordance with the increase in the United States Department of

Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers as follows: The License Fee in effect immediately prior to the anniversary of the Commencement Date shall be increased by the percentage increase in the Consumer Price Index as published by the Bureau of Labor Statistics immediately prior to the anniversary of the Commencement Date. In no event shall rental fees be decreased by reason of a decrease in the Consumer Price Index.

9. From and after the installation of the tower component of the Station, and so long as AT&T has antennae located on the tower, AT&T agrees to perform maintenance of the tower (but excluding any other parties' proprietary property located on the tower) at its sole cost and expense. In the event of damage or destruction to the tower component of the Station due to an act of God but not due to the fault or negligence of Licensor or any other third party, AT&T hereby agrees to indemnify and defend Licensor from any losses, claims or damages that Licensor may suffer as a result of loss of business caused by said damage or destruction of the tower component of the Station. AT&T will repair the tower within a reasonable time period. Licensor shall have the right to make repairs if AT&T does not act with diligence or within thirty (30) days whichever first occurs, and AT&T agrees to reimburse the Licensor for any such costs.

10. The area identified on Exhibit A for housing of AT&T's equipment other than the tower shall be segregated from the rest of Licensor's public safety garage by the erection, at AT&T's sole cost and expense, of ceiling height partitions and a lockable door. Such installation shall conform to all applicable building codes.

11. In the event that the License is executed by duly authorized representatives of Licensor, and all other requirements necessary for AT&T to install the Station are satisfied, AT&T agrees, at its sole cost and expense, to conduct a camera survey of the existing sewer system adjacent to the Licensor's Building.

12. In the event that, after installation of the antennae tower, Licensor's existing satellite dish requires adjusting for proper operation, AT&T agrees to pay for such adjustment.

13. In the event that any provision of the License Agreement and this Addendum conflict, the provision in the Addendum shall control.

14. Licensor will neither generate or store any hazardous substances nor create any hazardous conditions on or about the Licensed Premises. AT&T hereby agrees to indemnify and defend Licensor and its Council members, employees, attorneys, representatives and agents whether past, present or

future (collectively "Licensor Parties") from any losses, claims, damages, penalties, liabilities or costs that Licensor or the Licensor Parties may suffer as a result of: (i) the presence of hazardous substances or petroleum in, on or under the Building, including the Licensed Premises, unless the presence of such substances was caused by Licensor, the Licensor Parties or any other third party other than AT&T or the AT&T Parties; or (ii) the actual, threatened, potential or claimed emission from the Station into the environment of electricity, radiation, microwaves, energy, waves, electromagnetic fields, pulses, noises, vibrations, signals, frequencies, pitches, substances or any other thing of any kind, whether or not such emission was caused by AT&T or by AT&T's use of the Station. The second and third sentences of this paragraph shall survive any termination of the License Agreement and/or the Addendum.

15. AT&T shall be in default upon failure to pay any license fee within ten (10) days after written notice.

16. Supplementing the provisions of paragraph 8(b) of the License Agreement, it is agreed that any entity that AT&T assigns its rights to under this License Agreement shall be a valid, legally organized entity.

17. AT&T agrees that the tower will be designed by a licensed engineer and manufactured by a competent supplier governed by the laws and regulations for the design and manufacture of such structures. AT&T agrees to have the tower portion of the Station designed to accommodate three (3) PCS or cellular type providers with AT&T being one of those providers. The additional capacity of the tower shall be allocated by the Licensor pursuant to the provisions of paragraph 5 of this Addendum.

18. [INTENTIONALLY OMITTED].

19. This License Agreement and Addendum shall be subject to the prior review and approval of the City of Grosse Pointe Woods Planning Commission and the Board of Zoning Appeals.

20. AT&T may conduct an environmental inspection of the surface and subsurface conditions of the Building and licensed Premises ("Environmental Inspection") within thirty (30) days of the effective date of the License Agreement and the Addendum. Notwithstanding any other provision in the License Agreement or the Addendum, and unless otherwise approved in advance by Licensor, AT&T shall not conduct any Environmental Inspection work after that thirty (30) day period of time, unless AT&T has reasonable suspicion that Environmental contamination has recently occurred. AT&T shall provide to Licensor at least three (3) business day advance notice of the dates and times of the Environmental Inspection work, which dates and

times shall be restricted to weekdays and the hours between 9:00 a.m. and 5:00 p.m. As part of such notice, AT&T shall also provide to Licensor a written description of the Environmental Inspection work to be performed, the identification of the entities who will be performing such work, and the areas to be inspected during the Environmental Inspection.

21. AT&T shall perform Environmental Inspection work in: (i) a safe and workmanlike manner; (ii) accordance with applicable ASTM standards and all other scientific, hydrogeological, engineering and other practices employed by firms performing inspections of the nature and quality of the surface, subsurface and other conditions of properties; and (iii) full compliance with all applicable federal, state of Michigan and local laws, regulations, rules, ordinances, orders and requirements. AT&T shall obtain all permits, licenses and approvals required to perform the Environmental Inspection work. AT&T shall contact the utility communications system MISS-DIG (1-800-482-7171) at least 48 hours prior to undertaking any excavation, boring, drilling or other activity involving the subsurface of the Building or the Licensed Premises.

22. AT&T shall not install any wells in the Building or on the Licensed Premises. AT&T shall undertake any excavation, boring, drilling and other activity involving the subsurface of the Building or the Licensed Premises in a manner which employs techniques necessary to protect groundwater below any confining unit, to not exacerbate any existing conditions, and to prevent any subsidence, impairment, damage or other injury to the Building or the Licensed Premises, or to anything in, under, above or around the Building or the Licensed Premises, from occurring. AT&T shall immediately notify Licensor in the event the Building or the Licensed Premises is damaged in any manner due to the Environmental Inspection work or other activities of AT&T or the AT&T Parties.

23. Unless approved in advance by Licensor, AT&T shall not discuss AT&T's performance of the Environmental Inspection work with any persons or entities that are not parties or representatives of parties to the License Agreement and the Addendum (collectively "Third Parties"). This paragraph shall survive any termination of the License Agreement and/or the Addendum.

24. All Environmental Inspection activities of AT&T in the Building, on the Licensed Premises or otherwise shall be carried out in such a manner so as not to interfere with Licensor's operations, equipment, machinery, personnel or schedule, or with the use of any of Licensor's facilities. Unless approved in advance by Licensor, all Environmental Inspection activities performed by AT&T outside the Licensed Premises: (i) shall be conducted in as discrete, inconspicuous and non-intrusive manner as possible; (ii) shall not be performed on private or residential property; and (iii) shall be undertaken

without disclosing to Third Parties the Environmental Inspection work performed by AT&T except as provided in paragraph 30. below.

25. AT&T, at its sole cost, shall be fully responsible to Licensor for, and shall promptly take all necessary action to properly correct or otherwise address, any act or omission of any of the AT&T Parties which relates to AT&T's performance of the Environmental Inspection. This paragraph shall survive any termination of the License Agreement and/or Addendum.

26. AT&T shall at its sole cost, promptly repair or replace any damage, injury, impairment or alteration to the Building or the Licensed Premises, and to anything on, in, above, under or around the Building or the Licensed Premises, which is associated with the Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

27. AT&T shall have sole responsibility for the health, safety and welfare of the AT&T Parties in connection with the Environmental Inspection work, and shall exercise due care, and comply with all legal requirements, to protect the health, safety and welfare of all other persons involved in or exposed to the performance of the Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

28. Except as to liens against the Licensed Premises as set forth in paragraph 29, AT&T shall fully defend, indemnify and hold harmless Licensor and Licensor Parties from any and all obligations and liabilities associated with any negligence, reckless or willful misconduct, act or omission, or breach of the License Agreement or the Addendum on the part of AT&T or the AT&T Parties which is related to AT&T's entry in the Building or upon the Licensed Premises, or which is related to the performance of Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

29. AT&T shall immediately notify Licensor in the event AT&T obtains information that a lien has been or may be asserted against the Licensed Premises by any of the AT&T Parties. AT&T shall immediately pay, satisfy and discharge, and shall fully defend, indemnify and hold harmless, Licensor and the Licensor Parties from any and all obligations and liabilities associated with liens asserted against the Licensed Premises by any of the AT&T Parties. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

30. During the term of this Agreement and thereafter, AT&T and the AT&T Parties shall keep strictly confidential, and shall not report or otherwise disclose to Third Parties (including without limitation the United States

Environmental Protection Agency, the state of Michigan Department of Environmental Quality and any other federal, state, county, municipal, local government or private entity), to Licensor or to the Licensor Parties unless requested pursuant to paragraph 31 below, any knowledge, findings, conclusions, opinions or recommendations of AT&T or the AT&T Parties concerning the environmental conditions of the Building or the Licensed Premises, except: (i) as to information which has come into the public domain other than through AT&T or the AT&T Parties; (ii) as authorized in writing by Licensor or its duly authorized designee; or (iii) as required by law (which requirements do not include the voluntary reporting requirements associated with the performance of a "Baseline Environmental Assessment" pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act) or upon order of a court of competent jurisdiction. In the event that AT&T is called upon under a purported requirement of law to disclose information protected by this paragraph, AT&T shall give Licensor sufficient advance written notice thereof to allow Licensor to contest the matter. In the event AT&T decides not to construct the Station, AT&T and the AT&T Parties shall immediately destroy all copies of information protected by this paragraph.

31. Upon, and only upon, the request of Licensor, AT&T shall provide to Licensor copies of all existing data, results, reports and other documents regarding hydrogeological, soil, groundwater or other conditions of the Building or the Licensed Premises which are in the possession or control of AT&T or the AT&T Parties, including, without limitation, all laboratory data and analyses regarding any samples taken from the Building or the Licensed Premises. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

32. In the event that the Licensor finds that it is impractical to perform the obligations of this Agreement by reason of court action or a change in the federal or state laws, the Licensor shall not be liable to AT&T for such failure to perform. In the event the Licensor should be found to be in breach of the terms of this Agreement, any damages paid by the Licensor to AT&T shall be limited to the unrecovered cost of installation of the tower and shall not include any loss of profits.

[SIGNATURE AND NOTARY BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, counterparts of this License, on the date and year first above written.

WITNESS OR ATTEST:  
Louise S. Wanke  
(SEAL)

LICENSOR:  
CITY OF GROSSE POINTE WOODS  
BY: Robert E. Novitke  
ITS MAYOR

WITNESS:  
Roberta Benton

AT&T WIRELESS PCS, INC.  
BY: [Signature]

State of Michigan  
County of Macomb, Acting in Wayne

The foregoing instrument was acknowledged this 17th day of June, 1996 by Robert E. Novitke, the Mayor, of City of Grosse Pointe Woods, known to me to be the person executing the foregoing document.

By: Tina Louise Seder My commission expires: 10-09-96  
Notary Public

TINA LOUISE SEDER  
NOTARY PUBLIC - MACOMB COUNTY, MICH.  
ACTING IN WAYNE CO., MICH.  
MY COMMISSION EXPIRES 10-09-96

State of Michigan  
County of Oakland

The foregoing instrument was acknowledged this 25th day of June, 1996 by Darrel Walker, the Dir of Sys Development, of AT&T Wireless Services, known to me to be the person executing the foregoing document.

By: Virginia E. Calhoun My commission expires: \_\_\_\_\_  
Notary Public

VIRGINIA E. CALHOUN  
NOTARY PUBLIC - WAYNE COUNTY, MI  
MY COMMISSION EXP. 04/04/2001

Approved for Signature

George B. Catlin  
George B. Catlin  
City Attorney

Date: 6-12-96

**Cell Site No. DETRMI3011**

**Market: Detroit**

**Address: 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236**

### **FIRST AMENDMENT TO LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment") dated as of the date below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Landlord") and AT&T Wireless PCS, Inc., by and through its manager, AT&T Wireless Services, Inc., d/b/a AT&T Wireless, having an office at PO Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and tenant entered into a Lease Agreement dated June 17, 1996, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Agreement"); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice address; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the replacement of antennas, the installation of associated cables and base station equipment; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Notices.** The Agreement is hereby amended as follows:

#### **NOTICES.**

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notice will be addressed to the parties as follows. As to Lessee, AT&T Wireless, Attn.: Lease Administration c/o Wireless Asset Management, PO BOX 2088, Rancho Cordova, CA 95741-2088 with a copy to AT&T Wireless, Attn.: Legal Department; Re: Cell Site #DETRMI3011; at 15 East Midland Avenue, Paramus, NJ 07652; and as to Lessor, City of Grosse Pointe Woods, Attn: City Administrator, 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236, with a copy to Don Berschback, City Attorney, 24053 Jefferson, St Clair Shores, MI 48080. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

2. **Additional Antennas.** Lessor consents to the replacement of antennas, the addition of six (6) additional coaxial cables and the necessary base station equipment, as more completely described on attached Exhibit B-2. Lessor's execution of this amendment will signify Landlord's approval of Exhibit B-2.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

4. **Capitalized Terms.** All capitalized terms used herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

Approved for Signature  
Charles T. Berschback  
Charles T. Berschback  
Acting City Attorney

Date: 3-10-04

LESSOR: City of Grosse Pointe Woods

Clifford J. Maison  
By: Clifford J. Maison  
Title: Acting City Administrator  
Date: 03/22/04

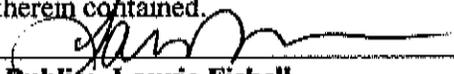
LESSEE: AT&T, Wireless PCS, Inc., a  
Delaware corporation, d/b/a AT&T Wireless

Brian Meier  
By: Brian Meier  
Title: Director of Implementation  
Date: 3/30/04

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Oakland \_\_\_\_\_ )

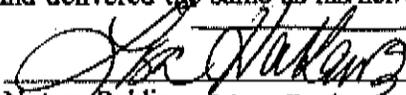
BE IT REMEMBERED, that on this 30th day of March, 2004 before me, the subscriber, a person authorized to take oaths in the State of Michigan, personally appeared **Brian Meier** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public: **Laurie Fishell**  
My Commission Expires: **August 15, 2004**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Wayne \_\_\_\_\_ )

BE IT REMEMBERED, that on this 22nd day of March, 2004 before me, the subscriber, a person authorized to take oaths in the State of Michigan, personally appeared Clifford J. Maison who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public: **Lisa Hathaway**  
My Commission Expires: 06-24-06

**Exhibit B-2**

**See attached lease exhibit comprised of construction drawings, dated September 22, 2003.**

RECORDED

SEP 24 2008

CITY OF GROSSE POINTE WOODS  
BUILDING DEPT.

**CELL SITE NO: DETRMI-2011**  
**CELL SITE NAME: MACK PLAZA/CITY OF GROSSE POINTE WOODS**  
**FA#: 10083771**  
**MARKET: CENTRAL REGION-DETROIT**  
**LICENSOR'S NAME: CITY OF GROSSE POINTE WOODS**  
**SITE ADDRESS: 20025 MACK PLAZA, GROOSE POINTE WOODS,**  
**MICHIGAN 48236**

*Original  
Contract*

*File*

**SECOND AMENDMENT TO LICENSE AGREEMENT**

This Second Amendment (the "Second Amendment") to License Agreement dated as of the last date below, is by and between the City of Grosse Pointe Woods, with a principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC., formerly known as AT&T Wireless PCS, Inc., having a principal office at 5405 Windward Parkway, Alpharetta, GA 30004 (hereinafter referred to as "Licensee") (collectively, the "Parties").

**RECITALS**

WHEREAS, Licensor owns a certain parcel of land and leases tower space located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 more commonly known to Licensor as the Mack Plaza Tower ("Site"); and

WHEREAS, Licensor and Licensee entered into the License Agreement with Addendum No.1 to License Agreement dated June 17, 1996, as amended by that certain First Amendment to License Agreement dated March 30, 2004 for the use of a certain portion of the Site (collectively, the "Agreement"); and

WHEREAS, Licensee desires to amend the Agreement to allow the replacement of six (6) of the nine (9) existing antennas and the replacement of six (6) of the twelve (12) antenna amplifiers (TMA's)(collectively, the "Replacement Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Replacement Equipment, the current License Fee payable under the Agreement shall be increased as set forth herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

- 1) **Replacement of Antennas and Additional Amplifiers.** Licensor and Licensee agree and acknowledge that Licensee shall replace six (6) of the nine (9) model#: AP14-1900/063D panel antennas with six (6) Powerwave/ model#: RA21.7752.00 panel antennas, replace six (6) of the twelve (12) antenna amplifiers (TMA's) with six (6) Powerwave 21401 antenna amplifiers which are similar in size and shape while leaving three (3) of the existing antennas model#: AP14-1900/063D, six (6) of the existing antenna amplifier (TMA's), and fifteen (15) coaxial cables to remain on the cellular tower. Licensor's execution of this Second Amendment will signify Licensor's approval.
- 2) **Rent.** Licensor and Licensee agree and acknowledge that effective on the earlier to occur of the issue date of the Notice to Proceed (NTP) by Licensor; or the commencement date of installation of the Replacement Equipment, the License Fee shall be increased by Two Hundred Forty and No/100 Dollars (\$240.00) per month ("Increased Rent"). The Increased Rent for any fractional month at the beginning or end of the period shall be appropriately prorated. Annual CPI increases shall continue based on this new increased License Fee amount on the next anniversary of the Commencement Date pursuant to paragraph eight of Addendum No. 1 to the License Agreement.
- 3) **Notices.** Licensor and Licensee agree and acknowledge that Licensee's notice address shall be changed to the following notice address:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza  
Fixed Asset No: 10083771  
PO Box 1630  
Alpharetta, GA 30009

(For Overnight Mail)  
New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza  
Fixed Asset No: 10083771  
12555 Cingular Way  
Alpharetta, GA 30004

With a copy to:  
New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza  
Fixed Asset No: 10083771  
15 East Midland Ave  
Paramus, NJ 07652

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

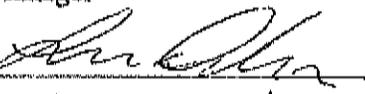
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Second Amendment to License Agreement as of the day and year written below:

Licensors:  
City of Grosse Pointe Woods

By:   
Name: MARK WOLOWICK  
Title: CLERK ADMINISTRATOR  
Date: 9-16-08

Approved for Signature  
  
Don R. Berschback  
City Attorney  
Date: 9-16-08

Licensee:  
New Cingular Wireless PCS, LLC, a  
Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

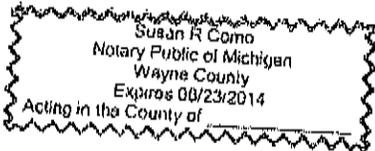
By:   
Name: Loren Dickson  
Title: Real Estate & Const. Manager  
Date: 9/24/08

**NOTARY PUBLIC**

STATE OF MICHIGAN  
COUNTY OF Wayne

The foregoing instrument was acknowledged before me, this 10<sup>th</sup> day of September, 2008, by Maen Willemsweber, as City Administrator of City of Grbse Pointe Woods on behalf of the city, who is personally known to me.

WITNESS my hand and Official Seal at office this 10<sup>th</sup> day of September, 2008.



Notary Public Susan R. Como  
My Commission Expires: 10/23/2014

**NOTARY PUBLIC**

STATE OF Michigan  
COUNTY OF Oakland

I CERTIFY that on September 24, 2008, Lucien Nuckson personally came before me and acknowledged under oath that he or she:

- (a) is the Chief Executive Officer of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the company named as Licensee in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.

WITNESS my hand and Official Seal at office this 24<sup>th</sup> day of September, 2008.

Notary Public Amber Johnson  
My Commission Expires: AMBER JOHNSON  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Jan. 8, 2009  
Acting in the County of OAKLAND

Cell Site No. DETRMI2011  
Cell Site Name: Grosse Pointe  
Fixed Asset No. 10083371  
Market: MI/IN  
Address: 20027 Mack Plaza, Grosse Pointe Woods, MI

## SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Licensor"), having its principal mailing address at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, as successor in interest to AT&T Wireless PCS, LLC (hereinafter referred to as "AT&T").

WHEREAS, Licensor and AT&T, entered into an License Agreement dated June 17, 1996, and First Amendment dated March 30, 2004, whereby Licensor leased to AT&T certain Premises, therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI ("Agreement"); and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and AT&T desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and AT&T agree as follows:

1. **Communication Facility.** Licensor acknowledges and agrees that AT&T shall have the right to modify its existing tower loading. AT&T shall have the right to the following modifications. AT&T shall swap (3) antennas (P65-17-XLH-RR), and six (6) Remote Radio Heads (RRH's) and three (3) lines of coax (Coax sizes: 19.7 mm / 19.7 mm / 10mm).

2. **Rent.** Commencing on the first day of the month following the date that AT&T commences construction of the modifications set forth in this Amendment, Rent shall be increased by One Hundred and No/100 Dollars (\$100.00) per month, subject to further adjustments as provided in the Agreement.

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

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # DETRMI2011/Cell Site Name: Grosse Pointe  
FA: 10083371  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to Tenant's legal department at:  
New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # DETRMI2011/Cell Site Name: Grosse Pointe  
FA: 10083371  
15 East Midland Avenue  
Paramus, NJ 07652

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

*[SIGNATURES APPEAR ON THE NEXT PAGE]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

WITNESSES:

"LICENSOR"

Sheila Smith  
Print Name: Sheila Smith

City of Grosse Pointe Woods

Betty Ahee  
Print Name: Betty Ahee

By: Al Fincham  
Print Name: Al Fincham  
Its: City Administrator  
Date: August 19, 2011

Geordie L. H...  
Print Name: Geordie L. H...

"AT&T"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

Mark F. Caesar  
Print Name: Mark F. Caesar

By: Mark F. Caesar  
Print Name: MARK F. CAESAR  
Its: SR. REAL ESTATE & CONSTR. MGR  
Date: 9/6/2011

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Approved for Signature

Charles T. Berschback  
Charles T. Berschback  
Acting City Attorney

Date: 8-19-11

## FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of signature dates below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Licensor"), having its principal mailing address at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324, as successor in interest to AT&T Wireless PCS, LLC (hereinafter referred to as "AT&T").

**WHEREAS**, Licensor and AT&T entered into that certain License Agreement dated June 18, 1996, as amended by that certain First Amendment dated March 30, 2004, Second Amendment dated September 24, 2008, and Second Amendment dated September 6, 2011 (the "Agreement"), whereby Licensor leased to AT&T certain Premises therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI;

**WHEREAS**, that certain Second Amendment dated September 6, 2011 was erroneously titled as a "Second Amendment", rather than properly titled as the Third Amendment;

**WHEREAS**, Licensor and AT&T desire to amend the Agreement to allow for the replacement of antennas and other equipment, and addition of new radio heads,;

**WHEREAS**, Licensor and AT&T desire to adjust the rent in conjunction with the modifications to the Agreement contained herein;

**WHEREAS**, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and;

**WHEREAS**, Licensor and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Licensor and AT&T agree as follows:

1. **Third Amendment.** The title of that certain Second Amendment dated September 6, 2011 shall heretofore be referred to as the Third Amendment dated September 6, 2011.
2. **Communication Facility.** Licensor acknowledges and agrees that AT&T shall have the right to the following modifications and additions:
  - a) Swapping out the three (3) existing antennas in position 1 with three (3) new antennas, model # KMW EPBQ-654L8H8-L2. \*(Total number of antennas will remain the same upon completion).

- b) Adding six (6) new Remote Radio Heads (RRH's), two per sector. \*(Total of 12 RRH's upon completion).
  - c) Adding one (1) new Surge protector. \*(Total of two Surge protectors upon completion).
  - d) Replacing existing Handrail Platform with upgraded/new 3-sided Platform with mounting pipes. \*(This will accommodate the additional equipment on the tower).
  - e) The above scope of work to be done in accordance with all plans and applications submitted to the City of Grosse Pointe Woods as received and placed on file at the August 13, 2018 Council meeting.
3. **Fees/Bond.** Application fee of \$5,000.00. Cash bond of \$50,000.00 for potential damage to new parking lot and other City property and standard permit fees as determined by Building Official.
  4. **Rent.** Commencing on the first day of the month following the date that AT&T commences construction of the modifications set forth in this Amendment, Rent shall be increased by Five Hundred (\$500.00) Dollars per month. CPI increases based on the new monthly amount will continue in accordance with the Agreement.
  5. Plans to be reviewed by the Building Department's structural consultant prior to issuance of a permit.
  6. Contractors to provide Administration with a 24 hour notice and coordinating their work with the City so there will be no conflict with ongoing construction projects at City Hall and the employee parking lot, work possibly to occur on a weekend.
  7. **Notices.** All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undeliverable. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
 ATTN: Network Real Estate Administration  
 RE: Cell Site #DETRMI2011 Cell Site Name: Grosse Pointe  
 FA: 10083371  
 575 Morosgo Drive  
 Atlanta, GA 30324

With a required copy of the notice sent to the address above to Tenant's legal department at:

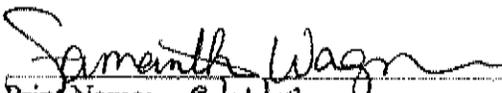
New Cingular Wireless PCS, LLC

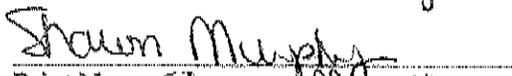
Attn: Legal Department  
RE: Cell Site #DETRMI2011 Cell Site Name: Grosse Pointe  
FA: 10083371  
208 S. Akard Street  
Dallas, TX 75202-4206

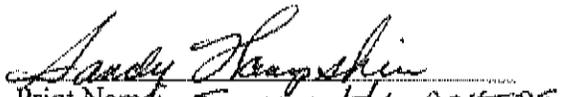
8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

WITNESSES:

  
Print Name: 9/4/18  
Samantha Wagner

  
Print Name: Shawn Murphy

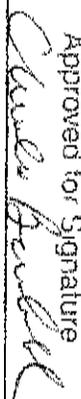
  
Print Name: SANDY HAMPSHIRE

  
Print Name: Arlene Kimey

“LICENSOR”

City of Grosse Pointe Woods

  
By: BRUCE SMITH  
Its: City Administrator  
Date: 9/4/2018

Approved for Signature  
  
Charles T. Berschback  
Acting City Attorney  
Date: Aug 31 2018

“AT&T”

New Cingular Wireless PCS, LLC,  
a Delaware Limited Liability Company

  
By: TERRY D. [unclear]  
Its: SR. ITSM PROJECTS MANAGER  
Date: 9/25/18

**AT&T ACKNOWLEDGMENT**

STATE OF INDIANA )  
COUNTY OF ALLEN )

I CERTIFY that on SEPTEMBER 25, 2018, TERRY L. WOODRIST personally came before me and acknowledged under oath that he:

- a) was authorized to execute this instrument on behalf of the company and
- b) executed the instrument as the act of the company.

Sandra L. Hampshire  
\_\_\_\_\_, Notary Public

State of IN  
My Commission Expires: 7/25/2023



**LICENSOR ACKNOWLEDGMENT**

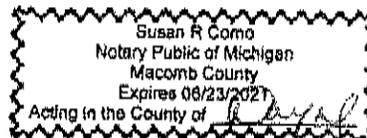
STATE OF MICHIGAN )  
COUNTY OF WAYNE )

I CERTIFY that on September 4, 2018, BRUCE SMITH personally came before me and acknowledged under oath that he:

- a) is the City Administrator of the City of Grosse Pointe woods, the corporation named as Licensor in the attached instrument,
- b) was authorized to execute this instrument on behalf of the corporation and
- c) executed the instrument as the act of the corporation.

Susan R. Como  
\_\_\_\_\_, Notary Public

County of Macomb, State of Michigan  
My Commission Expires: 6/23/21  
Acting in Wayne County, Michigan



**LICENSOR REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

Notary Seal

\_\_\_\_\_  
(Signature of Notary)  
My Commission Expires: \_\_\_\_\_

**AT&T ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, the \_\_\_\_\_ of AT&T Mobility Corporation.

Notary Seal

\_\_\_\_\_  
(Signature of Notary)  
My Commission Expires: \_\_\_\_\_