

**GROUND LEASE AGREEMENT**  
**(CORPORATE)**

**1: Definitions of Terms Used in this Document**

**1.1 Landlord's Contact Person**

Mr. Jeff Bremer  
City Administrator  
Lathrup Village  
(248) 557-2600

**1.2 Landlord**

City of Lathrup Village  
27400 Southfield Rd.  
Lathrup Village, MI 48076  
(248) 557-2600

**WITH A COPY TO:**

Matthew C. Quinn, Esq.  
Cooper, Shifman, Gabe, et al.  
1026 W. Eleven Mile Rd.  
Royal Oak, MI 48067-2451

**1.3 Name and Address for Payment of Rent**

City of Lathrup Village  
27400 Southfield Rd.  
Lathrup Village, MI 48076

**1.4 Taxpayer Identification Number**

38-6021195

**1.5 Property Identification Number**

24-14-355-039

**1.6 Leased Property**

The leased real estate including easements which has a common address of 19625 Sunnybrook and which are legally described on Exhibit A and are marked on the sketches described on Exhibit B.

**1.7 Commencement Date**

February 18, 1998

**1.8 Initial Term**

Five (5) years

**1.9 Term**

The Initial Term and any extension term or year to year term described in Sections 2 and 3.

**1.10 Lease**

This Ground Lease Agreement including Exhibits A, B, and C.

**1.11 Initial Rent**

\$13,000.00 annually, payable  
\$1,083.00 monthly

**1.12 Tenant**

Detroit SMSA Limited Partnership

**1.13 Tenant's Contact Person**

Janine Halushka, Manager/Real Estate & Zoning  
810-737-6658

**1.14 Tenant's Address**

Detroit SMSA Limited Partnership  
c/o Ameritech Cellular Services  
Real Estate Department  
32255 Northwestern Highway, Suite 143  
Farmington Hills, MI 48334  
with a copy to:  
Ameritech Cellular Services  
Legal Department, 3H78  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000

## 2. Terms and Options to Extend

**2.1 Initially.** Landlord leases the Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

**2.2 Option to Extend.** Tenant has the option, provided that Tenant is not in default on the date of exercise of the option of any provision hereof, to extend the term of this Lease for four (4) additional five (5) year terms at the annual rental and on the terms and conditions of this Lease below by giving the Landlord written notice of Tenant's intention to do so at least sixty (60) days prior to the end of the then current term.

**2.3 Rent During Extension Term.** The annual rental for years one (1) through five (5) of the extension term shall be increased by the cumulative Consumers Price Index (CPI), for the prior five years as set forth below, payable in equal monthly installments; and for years six (6) through ten (10) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years eleven (11) through fifteen (15) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years sixteen (16) through twenty (20) of the extension term shall be increased by the cumulative CPI, for the prior five years as set forth below, payable in equal monthly installments.

Landlord and Tenant agree that in consideration of rental payments paid in advance by Tenant to Landlord, the actual rental payments paid in advance by Tenant to Landlord, the actual rental payment to be paid by Tenant during the five (5) years of the lease shall be One Thousand, Eighty-three Dollars (\$1,083.00) per month. However, all CPI calculations under the lease shall be based on a rate of One Thousand Five Hundred Dollars (\$1,500.00) per month for that first five (5) years.

For purposes of this Agreement, the term "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84=100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 average shall no longer be used, Landlord and Tenant shall select a means to adjust such revised index which would produce results equivalent, as practicable, to those which would have been obtained if the CPI has not been so revised. If the CPI shall become unavailable to the public because the publication is discontinued or otherwise, Landlord and Tenant shall select a comparable substitute index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frequency of the CPI so that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the percentage increase in the CPI for the sixty (60) month period beginning with the closest month preceding the period in question for which the CPI is available. The CPI shall be calculated on a five (5) year term basis, and shall not exceed five percent (5%) for any annual period therein.

## STANDARD PROVISIONS

### 3: Additional Yearly Terms

If at the end of the last extension term, this Lease has not been terminated by Landlord giving written notice to Tenant of Landlord's intention to terminate this Lease at least six (6) months prior to the end of that term, then, unless Tenant terminates the Lease by giving written notice to Landlord prior to the end of that term, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for subsequent annual terms and on the same terms and conditions until terminated either by Landlord giving written notice to Tenant of its intention to terminate this Lease at least six (6) months prior to the end of an annual term, or by Tenant giving written notice of termination before the end of the applicable term. Rent for the first of these annual periods shall be increased by the cumulative CPI, for the prior five years as set forth above, payable in equal monthly payments; rent for each successive annual period thereafter shall be increased annually by the CPI, for the prior year, as set for above, payable in equal monthly payments.

**4: Methods of Payment**

**4.1 Rent Payment.** On or prior to the Commencement Date, Tenant shall pay Landlord rent for the first calendar month of the Initial Term, adjusted on a pro rata basis from the Commencement Date.

**4.2 Subsequent Monthly Rent Payments.** Effective with the first (1st) day of the second (2nd) calendar month of the Initial Term, rent shall be payable monthly in advance on the first (1st) day of each calendar month.

**4.3 Location for Payment.** All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date. All rental payments made fourteen (14) days or later after they are due will be assessed interest at a rate of five percent (5%) per annum.

**5: Use of Property**

**5.1 Tenant's Use of Property.** Tenant may construct and operate an antenna tower and equipment enclosure building and related telecommunications equipment on and at the property, as specified in this Lease, in accordance with local rules and governmental regulations.

**5.2 Landlord's Use of Property.** Subject to the terms of a sublease between the parties, Landlord shall have the right to use the Property and the tower, on a nonprofit basis, to conduct broadcast operations for public health, safety, and other legitimate municipal governmental functions.

**6: Tenant's Installation**

**6.1 Improvements.** Tenant may install, subject to compliance with local ordinances and regulations and obtaining any required permits and approvals, an antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures, cables, transmission lines, and utilities and make the other improvements shown on the site plan dated Feb. 2, 1998 (the "Plans"), a copy of which is attached hereto as Exhibit C. Tenant may from time to time replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes and provided that with respect to the antennae tower and equipment enclosure building any replacements therefor shall not exceed the height and width dimensions shown in the Plans unless otherwise approved by Landlord in writing.

**6.2 Workmanlike Construction.** Tenant agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

**6.3 Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Property. The Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures, cables, and transmission lines and other improvements installed by Tenant on the Property.

**6.4 Ingress and Egress.** Tenant and its authorized representatives shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week.

**7: Taxes; Insurance; Indemnification**

**7.1 Taxes.** Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upon Tenant's request, Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to Tenant.

**7.2 Insurance, Indemnification and Waiver.** Tenant shall carry the following insurance coverage, with insurance carriers reasonably acceptable to Landlord, or provide Landlord with satisfactory evidence that Tenant is adequately self-insured. Insurance limits may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement that Landlord be given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall provide Landlord with proof of insurance annually.

(a) **Workers' Compensation Insurance:** Tenant shall procure and maintain during the life of this Lease, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

(b) **Commercial General Liability Insurance:** Tenant shall procure and maintain during the life of this Lease, commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contractual liability; (ii) products and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions or equivalents; and (v) deletion of all explosion, collapse and underground exclusions.

(c) **Motor Vehicle Liability Insurance:** Tenant shall procure and maintain, during the life of this Lease, motor vehicle liability insurance, including Michigan no-fault coverages, with limits of liability of not less than \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles.

(d) **Additional Insured:** The commercial general liability and motor vehicle coverage as described in paragraphs 9.2(b) and (c) shall include endorsements stating the following shall be "Additional Insureds": City of Lathrup Village, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

(e) **Indemnification:** Tenant shall indemnify, defend and hold Landlord harmless from and against any claim of liability, loss or expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Property by Tenant or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Landlord or its agents. Landlord shall indemnify, defend and hold Tenant harmless from and against any claim of liability, loss or expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from or arising out of any condition of the Leased Property or any use and occupancy of the Leased Property by Landlord or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Tenant or its agents. Neither party shall have any obligations under this paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

(f) **Waiver of Subrogation:** Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each party shall cause each insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

## 8: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

**8.1 Title.** Landlord possesses a right-of-way interest in the Property which is not subject to any mortgages, liens, encumbrances, easements, or judgments. However, the property may be subject to covenants and restrictions of the subdivision within which the Property is located. Landlord does not have any knowledge of other title exceptions which might take precedence over Tenant's

interest in the Property or impair Landlord's ability to lease the Property to Tenant except for items disclosed in writing to and approved by Tenant.

8.2 **Authority.** Landlord has full authority to execute, deliver, and perform this Lease.

8.3 **Zoning.** The Property is in compliance with applicable zoning laws.

8.4 **Solvency.** Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, has filed or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) any action under any state or federal bankruptcy, insolvency or other similar laws. Neither Landlord, nor, if Landlord is more than one person, any party constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate proceedings.

8.5 **No Condemnation.** There are no condemnation proceedings threatened or instituted against the property.

8.6 **No Litigation.** There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property.

8.7 **No Unrecorded Easements or Agreements.** There are no unrecorded easements or agreements affecting the Property.

## 9: Easements

9.1 **Granted.** For the Term of this Lease, Landlord grants Tenant the Access Easements, Utility Easements and Transmission Line Easements, if any, described in Exhibits A, B or C of this Lease and the Riders to the Memorandum of Lease. Landlord shall maintain the easements so that each is reasonably available for Tenant's intended use. If Landlord is unable to grant or obtain the required easements, then, at Tenant's option, this Lease may be terminated. A termination pursuant to this Section shall not create an obligation on the part of Tenant under the Termination provisions of this Lease.

9.2 **Modifications.** If as of the date of this Lease a Transmission Line Easement, an Access Easement or any necessary separate Utility Easement has not yet been finally located, Landlord agrees that upon the location of the easements, Exhibit A, B or C of this Lease and to the Riders to the Memorandum of Lease shall be amended to include these easements. In addition, if subsequent to the date of this Lease it is determined by Tenant that any Access, Transmission Line or Utility Easement obtained does not or no longer adequately serves the Property and Tenant's use thereof, Landlord shall grant or obtain relocated easements as necessary and Tenant will release any easements which are no longer necessary. If Landlord is unable to grant or obtain any of the necessary easements, or to change the location of any of them as required above, then at Tenant's option this Lease may be terminated. A termination pursuant to this Part shall not create any obligation on the part of Tenant to pay rental pursuant to the Termination part of this Lease.

## 10: Assignment

The Tenant may sublease or assign this Lease, or any of its rights under this Lease to an affiliate of Tenant. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld or delayed and upon such assignment Tenant's liability under this Lease shall cease. As used herein, the term affiliate shall mean any parent or subsidiary corporation or other corporate affiliate of the general partner of Tenant or to another partnership having Tenant or any of the foregoing parties as a general or limited partner (each party hereinafter referred to individually as a "Permitted Assignee"), or from any Permitted Assignee to any other Permitted Assignee.

## 11: Defaults

11.1 **By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to 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; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant 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. If Tenant fails to cure a default and Landlord elects to terminate this Lease, Landlord may do so effective three (3) months following Tenant's receipt of written notice to terminate provided however, that Tenant shall pay 110% of the then current monthly rental during the six (6) month period. The parties acknowledge that the purpose of the six (6) month period is to provide the Tenant sufficient lead time to obtain an alternate acceptable site.

**11.2 By Landlord.** If Landlord defaults in any of its obligations under this Lease, Tenant shall be entitled to remedies provided under this Lease and as shall then be provided by Law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Tenant shall give to Landlord written notice of default to Landlord and the nature of the default and Landlord 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. If Landlord fails to cure a default and Tenant elects to terminate this Lease, Tenant may do so effective three (3) months following Tenant's receipt of written notice to terminate provided, however, that in any instance that Landlord's default shall have resulted in Tenant's loss of any permit or approval required to conduct its broadcast operations at the Property, Tenant may terminate this Lease effective as of the end of the initial or subsequent thirty day cure period specified above.

## 12: Condemnation

Intentionally deleted.

## 13: Casualty

In the event the Property is destroyed or damaged in whole or in part by casualty during the term of this Lease and the Property is not repaired and restored within ninety (90) days from the date of casualty, then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event and no further rent (other than accrued but unpaid rent) shall be due under the Termination Section or any other Section of this Lease.

## 14: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental 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.

## 15: Subordination, Non-Disturbance and Attornment

**15.1 Existing Encumbrances.** Tenant recognizes that Landlord has delivered to Tenant documentation sufficient to demonstrate that any interest in the Leased Property held by the County of Oakland, State of Michigan, was reverted to Landlord upon Landlord's incorporation. Landlord shall deliver to Tenant executed originals of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant, in Tenant's reasonable discretion, from any other existing mortgage holder or other party holding an interest in the Leased Property, other than County of Oakland, State of Michigan, which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement, within thirty (30) days of the execution of this Lease, shall entitle Tenant, at Tenant's option, to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

**15.2 Subsequent Financing.** Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Tenant.

**15.3 No Franchise Fee.** The Landlord shall at no time, during this Agreement or any extension period thereof, charge or be entitled to any franchise fee of any kind to Tenant, or any other fee, tax, surcharge, cost, obligation or demand of any kind, other than any payments set forth herein, provided the facilities subject to the Lease are utilized only for radio based wireless communication technologies and services.

#### **16: Termination**

**16.1 By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months' rental, (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or governmental approvals for the uses of the Premises specified, or (ii) Tenant's having obtained a soil test which shows building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.

**16.2 Removal of Equipment.** Upon the expiration of this Lease, or the earlier termination and cancellation of this Lease for any reason, Tenant may remove all of its improvements, antennae, antenna structure, equipment enclosure, other personal property, and fixtures, including but not limited to transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. In addition, Tenant shall remove the antenna structure foundation to one foot below ground level. All such removals shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall pay Landlord the then current monthly rent in advance for each thirty (30) day period, or a portion thereof (to a maximum of three (3) payments), Tenant requires to remove the improvements as requested.

#### **17: Cooperation**

Landlord agrees to cooperate with Tenant in any effort by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Property.

#### **18: Lease Construction**

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

#### **19: Entire Binding Understanding; No Oral Modification**

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

#### **20: Successors; Separability**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

#### **21: Notices**

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

## 22: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that his Lease is unmodified and in full force and effect (or, if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Lease, and, if so, specifying each default and whether there are any counterclaims.

## 23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

## 24: Performance

Time is of the essence in this Lease.

## 25: Broadcast Interference

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

(A) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) 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.

**25.2 Removal.** 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 Property. 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.

**25.3 Subsequent Tenants.** Subsequent Tenant's towers shall be located no less than 500 feet from Tenant's tower. Tenant's broadcast activities shall always take precedence over the broadcast activities of any Subsequent Tenant. If Subsequent Tenant's broadcast activities are interfering with Tenant's broadcast activities, Subsequent Tenant shall immediately cease broadcast activities upon notice from Tenant until such time as interference has been removed to the satisfaction of Tenant.

Tenant will make all reasonable efforts to cooperate with, and will negotiate in good faith with, any subsequent tenant approved by Landlord for like broadcast operations at the same location. It is understood and agreed that (1) Tenant does not warrant that any tower constructed by it is structurally capable of supporting the equipment of a subsequent tenant; (2) Tenant shall at all times have placement of its equipment at one hundred (100) feet elevation on any tower constructed on the Leased Property, unless otherwise agreed by Tenant; (3) any equipment of a subsequent tenant shall not be placed within twenty (20) vertical feet of Tenant's equipment; and (4) all costs associated with constructing a replacement tower, including all costs associated with placement of Tenant's equipment on such tower, will be the full responsibility of the subsequent tenant, and Landlord agrees that it will require the recognition of, and acquiescence to, this provision by any subsequent tenant as part of their lease.



## 26: Environmental Matters

**26.1 Definition.** For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

**26.2 No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Property or any part thereof of any other real property legally or beneficially owned (or any interest the beneficial interest in which is owned), in whole or in part, by the Landlord, and neither the Property, any part thereof nor any other real property legally or beneficially owned (or any interest or estate which is owned) by the Landlord (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Landlord) has ever been used (whether by the Landlord or, to the best knowledge of the Landlord, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

**26.3 Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, Michigan Act 307, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning any Hazardous Material) caused by or in the control of Tenant.

**26.4 Landlord's Indemnity.** Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, Michigan Act 307 or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material) caused by or in control of the Landlord.

**26.5 Survival.** The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

## 27: Arbitration

Any disputes arising under, out of or in connection with, or in any manner related to, this Agreement will be submitted to arbitration, to be conducted in Lathrup Village, Michigan, in accordance with the rules and procedures of the American Arbitration Association, as amended from time to time.

The arbitration panel shall consist of three (3) arbitrators (the "Panel"). Each of the parties to this Agreement shall select one (1) arbitrator and the two (2) arbitrators will select a third. A vote by two (2) of the three (3) arbitrators will constitute a decision by the Panel.

The Panel will have the power and authority to make such decisions and monetary awards as it deems appropriate, including granting damages and costs (including fees and expenses of the Panel and counsel) to the prevailing party, except that the Panel shall not have the authority to award punitive damages, to grant equitable relief, or to alter or modify any of the provisions of this Agreement. In arising at its decisions, the Panel will be free to consider all such matters, facts and principles as the Panel, in its sole discretion, will determine relevant to the dispute.

Any decision and award of the Panel will be final, binding and conclusive upon all the parties, and said decision and award may be entered as a final judgment of any court of competent jurisdiction. It is expressly agreed that arbitration as provided for in this Agreement will be the exclusive means for determination of all matters as provided above, and none of the parties will institute any action or proceeding in any court of law or equity, state, federal or international, other than respecting enforcement of the Panel's award under this provision. The foregoing sentence will be a bona fide defense in any action or proceeding contrary to this provision.

The arbitration procedures, including without limitation, determinations as to which items, if any, can be appealed from arbitration, will be determined in accordance with the laws of the State of Michigan, without giving effect to the principles of conflict of laws of Michigan.

AGREED as of the later of the two dates below:

#### LANDLORD

The City of Lathrup Village

By: Frank M. Brock Jr.

Name: Frank M. Brock Jr.

Title: Mayor

WITNESSED:

By: Gloria Harris-Ford

Print Name: Gloria Harris-Ford

City Clerk

By: Janine M. Haluska

Print Name: JANINE M. HALUSKA

Date: 2/23/98

#### TENANT

Detroit SMSA Limited Partnership, a Delaware limited partnership, by its sole general partner, Ameritech Mobile Phone Service of Detroit, Inc., a Delaware corporation

By: Robert J. Leger

Name: Robert J. Leger

Title: Director-Network Design

WITNESSED:

By: Janine Haluska

Print Name: JANINE HALUSKA

By: Amber Johnson

Print Name: AMBER JOHNSON

Date: 3/2/98

## LANDLORD'S ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

I, THE UNDERSIGNED, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that Frank M. Brock Jr. is personally known to me to be the Mayor of the City of Lathrup Village, a municipality and body politic organized under the laws of the State of Michigan, and who is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the instrument as his/her free and voluntary act on behalf of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of February, 1998.

Notary Public  
John J. [Signature] County, Michigan

My Commission Expires: 05/04/2000

EXHIBITS  
TO  
GROUND LEASE AGREEMENT

TABLE OF EXHIBITS:

Exhibit A - Legal Description of Property

Exhibit B - Sketch of the Property

Exhibit C - Site Plan

EXHIBIT 'A'

LEGAL DESCRIPTION OF LEASED PROPERTY  
AND EASEMENTS

LEGAL DESCRIPTION  
PARCEL "A"

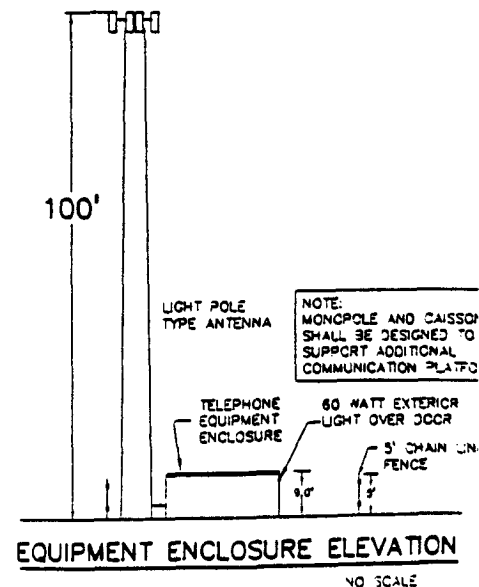
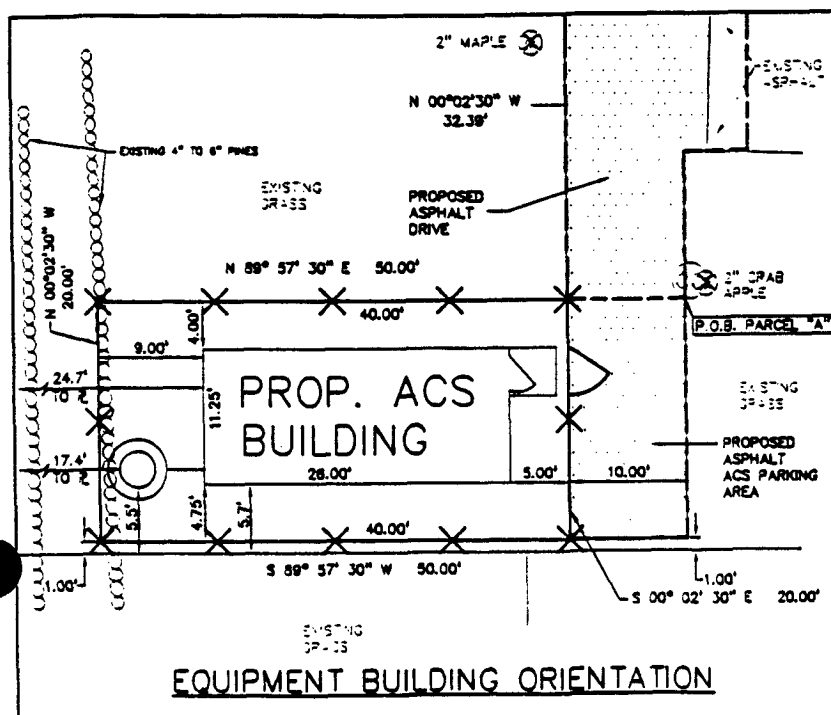
Part of Sunnybrook Avenue of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records); commencing at the Southwest corner of Lot 3533; thence S 00°02'30" W, 66.74 feet; thence S 89°57'30" W, 5.48 feet; thence S 00°02'30" E, 12.27 feet to the Point of Beginning; Thence continuing S 00°02'30" E, 20.00 feet; thence S 89°57'30" W, 50.00 feet; thence N 00°02'30" W, 20.00 feet; thence N 89°57'30" E, 50.00 feet to the Point of Beginning, containing 1,000.0 square feet or 0.023 acres and subject to easements and restrictions of record.

LEGAL DESCRIPTION  
INGRESS/EGRESS EASEMENT

An Ingress/Egress Easement over part of Sunnybrook Avenue of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), commencing at the Southwest corner of Lot 3533; thence S 00°02'30" W, 46.61 feet to the Point of Beginning; Thence continuing S 00°02'30" W, 20.13 feet; thence S 89°57'30" W, 5.48 feet; thence S 00°02'30" E, 12.27 feet; thence S 89°57'30" W, 10.00 feet; thence N 00°02'30" W, 32.39 feet; thence N 89°57'30" E, 15.50 feet to the Point of Beginning

LEGAL DESCRIPTION  
PUBLIC UTILITIES EASEMENT

A Public Utilities Easement over part of Lot 3534 of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), described as the East 10 feet of the West 16 feet of the South 68 feet of said Lot 3534.



DET-RN

LEASE AGREEMENT

EXHIBIT C

SITE PLAN

# City of Lathrup Village

27400 SOUTHFIELD ROAD • LATHRUP VILLAGE, MICHIGAN 48076 • (248) 557-2600



February 12, 1998

Jeffrey Bremer  
city Administrator  
City of Lathrup Village  
27400 Southfield Road  
Lathrup Village, MI 48076

Re: Revised Ameritech Site Plan

Dear Mr. Bremer:

I have reviewed the revised proposed site plan for the Ameritech Tower as requested and find that it compiles with Ordinance #97-326 requirements.

Sincerely,

Arthur Salatka  
Building Official  
City of Lathrup Village