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10-18-00  
orig: Clerk  
c: Julie  
John Staran*

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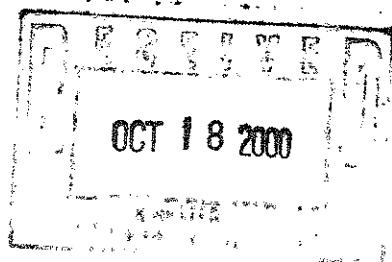
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October 17, 2000



Mayor Pat Somerville  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

*File*

Re: Fire Station No. 4 Cell Tower Lease

Dear Mayor:

For the City's records, here is the fully-executed counterpart of the Ground Lease Agreement. According to the terms of the Lease, the initial term of the Lease is for five years commencing on the first day of the month following the month of execution of the Lease by both parties, i.e. commencement date: 11/1/2000. According to the Lessee's attorney, a check for the initial rent payment has been ordered and will be forthcoming.

Please note that the Lessee has the option to extend the term of the lease for four additional five year terms by giving the City written notice of Lessee's intention to do so at least 60 days prior to the end of the then current lease term. Rent during an extension term shall be adjusted to reflect any increase in the CPI (but no greater than 5%).

Please let me know if you have any questions about this. Otherwise, this should end our legal involvement with this matter, and we will presume that the City will attend to the record keeping and administration of the Lease.

Very truly yours,

BEIER HOWLETT, P.C.

John D. Staran

JDS/jmh  
Enclosure

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

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

**1.1 Landlord's Contact Person**

Office of the Mayor  
1000 Rochester Hills Dr.  
Rochester Hills, Michigan 48309  
(248) 656-4664

**1.2 Landlord**

City of Rochester Hills  
1000 Rochester Hills Dr.  
Rochester Hills, Michigan 48309  
(248) 656-4664

**WITH A COPY TO:**

John D. Staran, Esq.  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, Michigan 48304  
(248) 645-9400

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

City of Rochester Hills  
1000 Rochester Hills Dr.  
Rochester Hills, Michigan 48309

**1.4 Taxpayer Identification Number**

38-6006880

**1.5 Property Identification Number**

15-17-126-004  
15-17-128-001

**1.6 Leased Property**

The leased real estate, including easements, which has a common address of 2723 Walton Boulevard, Rochester Hills, Michigan and which is legally described on **Exhibit A** and marked on the sketches on **Exhibit B**.

**1.7 Commencement Date**

The first day of the month following the month of execution of the Lease by both parties.

**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**

\$24,000 annually, payable  
\$2,000 monthly

**1.12 Tenant**

Detroit SMSA Limited Partnership

**1.13 Tenant's Contact Person**

Dan Mydock  
Director Real Estate & Construction  
248-737-5370

**1.14 Tenant's Address**

Detroit SMSA Limited Partnership  
c/o Ameritech Cellular Services  
Real Estate Department  
32255 Northwestern Highway, Suite 100  
Farmington Hills, MI 48334  
with a copy to:  
Ameritech Cellular Services  
2000 W. Ameritech Center Drive, #3H78  
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.** Rent due hereunder shall be adjusted at the beginning of each extension term to reflect any increase in the Consumer Price Index but in no event shall such increase be greater than 5%. The rate of adjustment, expressed as a percentage, shall be made using the following formula:

$$\frac{\text{Current CPI} - \text{Starting CPI}}{\text{Starting CPI}}$$

For purposes of this Lease, CPI shall mean the Consumer Price Index for all urban consumers, all urban consumers, all items, 1982 – 84 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics. Landlord shall use its best efforts to promptly notify Tenant of any rental increase associated with an increase in the CPI. Current CPI shall mean the CPI published for the year in which the extension term commences. Starting CPI shall mean the CPI published for the year in which this Lease commences.

In the event the CPI selected is no longer published, the adjustment shall be computed in accordance with such other index or standard as will most clearly and fairly adjust such rate to reflect increases in the general cost of living. In the event the parties are unable to agree on a substitute index or standard within thirty (30) days following the need therefor, the matter may be submitted to arbitration by the American Arbitration Association. The expenses of such arbitration shall be paid one-half (1/2) by each party.

**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. Monthly rent for the first of these annual periods shall be at 105% of the monthly rate during the preceding annual period, and shall increase 5% per annum for each successive annual period thereafter.

#### 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.

#### 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, the terms of which are mutually agreeable to 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. Tenant will construct a cabinet within the leased area for the Landlord's use in regard to Landlord's use of the tower. Tenant will also replace Landlord's existing generator at the Fire Station with a generator capable of supplying emergency power to both Landlord and Tenant for use at the Fire Station and/or leased area.

#### 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 August 21, 2000 (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. Tenant agrees to move the facility to another location on either parcel identified as 15-17-126-004 or 15-17-128-001 on the site plan, at the written request of the Landlord, to accommodate Landlord's expansion of the existing Fire Station, such movement to occur contemporaneous with said expansion, at Tenant's expenses, except that any subsequent entity or entities collocating on the tower shall pay a proportionate cost of moving the facility, or as otherwise provided herein.

**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. Tenant will maintain in good repair the antenna structure and all improvements to the leased parcel.

**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 Rochester Hills, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

(e) **Indemnification:** To the fullest extent permitted by law, Tenant and Landlord each agree to defend, pay on behalf of, indemnify and hold each other harmless from any and all claims, demands, suits, or loss, including all costs associated therewith, and for any damages that may be asserted, claimed or recovered against or from Landlord or Tenant by reason of personal injury, including bodily injury, death and damage to property of third parties, which arise out of or are in any way connected with Tenant's or Landlord's use of the Property. Landlord and Tenant, on their own behalf and on behalf of all parties claiming by, through, or under them, hereby waive all claims for damage to the other regardless of the cause thereof, with each party agreeing to look solely to their respective insurance carriers, if any, for such damage.

(f) **Waiver:** 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 owns good and marketable title to the Property subject to no mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or 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; Sublease**

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 of any kind, including the grant of a license, or any other grant of any right to collocate on Tenant's tower, 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. It is understood and agreed that any entity not affiliated with Tenant, subsequently collocating equipment on the tower, will require a separate lease with Landlord on terms agreeable to Landlord. 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 as shall then be provided by law except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Leased 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, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a six month stay from receipt of a notice of eviction at 110% of the then current monthly rent.

**11.2 By Landlord.** If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated, (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

## 12: Condemnation

In the event any of the Leased Property is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by notice to Landlord) this Lease may be terminated as of the date of the event and Tenant shall be liable for rental and other payments only until the date on which the Leased Property is taken or sold. In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

## 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.** 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 existing mortgage holder or other party holding an interest in the Leased Property 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.

**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 shall remove all of its improvements, antennae, 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, if Tenant is then the sole occupant of the antenna structure, Tenant shall remove the antenna structure and its 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. Landlord may, at its own discretion and option, retain the antenna structure, provided Landlord gives written notice at least ninety (90) days before the expiration of the Lease. In the event Landlord provides such notice, Tenant will be released upon expiration of the Lease from any further obligation under the Lease and Landlord will assume full ownership of the antenna structure.

**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; Severability**

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. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

**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 or equipment shall be located no less than 100 feet from Tenant's tower and/or equipment. 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.

#### 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 Landlord's breach of subsection 26.2, or 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.

AGREED as of the later of the two dates below:

LANDLORD

CITY OF ROCHESTER HILLS

By: Pat Somerville

Name: Pat Somerville

Title: Mayor

Date: September 13, 2000

WITNESSED:

By: Nancy S Peek  
Print Name: Nancy S. Peek

By: Jean Close  
Print Name: JEAN CLOSE

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: Regional Director/ Field Operations

Date: Oct 2, 2000

WITNESSED:

By: Shirah R Master  
Print Name: Shirah R Master

By: Amber Johnson  
Print Name: AMBER JOHNSON

LANDLORD'S ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, THE UNDERSIGNED, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that Pat Somerville is personally known to me to be the Mayer of City of Rochester Hills a corporation 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 13 day of September, 2000.

Nancy S. Peek  
Notary Public Oakland County, Michigan

My Commission Expires: 11-19-2002

Nancy S. Peek  
Notary Public, Oakland County, MI  
My Commission Expires Nov. 19, 2002

**EXHIBITS  
TO  
GROUND LEASE AGREEMENT**

TABLE OF EXHIBITS:

Exhibit A - Legal Description of Property

Exhibit B - Sketch of the Property

Exhibit C - Site Plan

**LEASE AGREEMENT**

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**



## DESCRIPTION OF REAL ESTATE

## TOTAL PARCEL

Part of the Northwest 1/4 of Section 17, Town 3 North, Range 11 East, being more particularly described as: Beginning at a point distant West 1068.89 feet from the North 1/4 corner of said section; thence West 140.00 feet; thence South 260.00 feet; thence East 140 feet; thence North 260.00 feet to the point of beginning except the North 60.00 feet taken for road.

## ALSO:

Lot 150 of "Spring Hill Subdivision No. 1", as recorded in Liber 79, Pages 24 & 25, O.C.R.  
Part of Northwest 1/4 of Section 17, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan.

## ALSO:

That portion of vacated Rhineberry Road adjacent to the above described parcels.

Parcel Identification No's 15-17-126-004  
15-17-128-001

**LEASE AGREEMENT**

**EXHIBIT B**

**SKETCH OF THE PROPERTY**



**DET-RTJ**

**LEASE AGREEMENT**

**EXHIBIT C**

**SITE PLAN**