## FOURTH AMENDMENT TO LEASE AGREEMENT

The Parties or their predecessors in interest entered into that certain Lease Agreement dated September 6, 1995 ("Lease.") relative to property owned by LESSOR located in Pittsfield Township, Washtenaw County, Michigan and described in Exhibit A-4, attached hereto. The Parties or their predecessors in interest entered into a First Amendment to the Lease on July 30, 2013 ("First Amendment.") The Parties or their predecessors in interest entered into a Second Amendment to the Lease on May 15, 2014 ("Second Amendment.") The Parties or their predecessors in interest entered into a Third Amendment to the Lease on February 16, 2017 ("Third Amendment."). The Parties hereby restate the terms and conditions of the Lease and First, Second and Third Amendments as if fully set forth herein.

Lessee herein is the proper successor in interest to previous Lessee entity.

The Parties hereto agree to amend the Lease and First, Second and Third Amendments as follows:

- 1. Renewal Term(s). The Parties hereby amend Paragraph 3 of the Lease to include three (3) additional automatic renewal terms ("Additional Renewal Terms") of five (5) years, subject to the terms and conditions as set forth in the Lease and commencing pursuant to Paragraph 2 below.
- 2. Rent. The Parties hereby amend Paragraph 4 of the Lease, Paragraph 2 of the First Amendment, and Paragraph 2 of the Second Amendment to revise the Rental during Extension Terms. The annual rental amount for the Additional Renewal Term(s) shall be Twenty-Four Thousand Dollars (\$24,000.00) paid annually on September 1, 2021 and each September 1 of

every following year thereafter. Lessee may credit any amounts due under this paragraph with holdover rental payments made previously. The rent set forth in this paragraph of the Fourth Amendment To Lease Agreement is the only monies owed by Lessee to Lessor under the Fourth Amendment To Lease Agreement.

- 3. Annual Escalator. On the anniversary of the Lease renewal and each year thereafter, the annual rent payment shall increase at a rate of two (2%) percent annually, beginning September 1, 2022.
- 4. Notice Address: Lessee hereby changes or confirms its notice address as follows:

Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate

- 5. Equipment. Lessor acknowledges that Lessee has requested Lessor's approval of the replacement of certain existing equipment and the addition of new equipment on the tower located on the Owned Premises as depicted in Exhibit B-4 (Sheet C-2), attached hereto. Lessor further acknowledges that such equipment replacements and additions have been reviewed and approved by Lessor and that this Amendment represents Lessor's consent to such equipment replacements and additions.
- 6. Except as amended by this Fourth Amendment To Lease Agreement the provisions of the Lease and First, Second and Third Amendments shall remain in full force and effect. To the extent there is conflict between the Lease or First, Second and Third Amendments and this Fourth Amendment, the Fourth Amendment To Lease Agreement shall control.
- 7. Recording. Lessor and Lessee agree that this Fourth Amendment To Lease Agreement may be recorded with the Washtenaw County Register of Deeds in lieu of filing a Memorandum of the Agreement.

[remainder of this page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment To Lease Agreement as of the date and year set forth below.

LESSEE	WASHTENAW COUNTY
Print:  Its: Director - Network Field Engineering	Gregory Dill County Administrator
Its: Director - Network Field Engineering Date: 1202	Date:
ATTESTED TO:  Lawren Koffere un  Signed by Deputy E. Golembiewski for L. Kestenbaum	APPROVED AS TO FORM:
Lawrence Kestenbaum	Curtis N. Hedger
County Clerk/Register	Corporation Counsel
Date: 01/27/2022	Date:
APPROVED FOR CONTENT:	APPROVED FOR CONTENT:
Andrew DeLeeuw	Jason Fee
Interim Director	Infrastructure Manager
Date:	Date:
Jerry L. Clayton Sheriff Date: 10 14 21	
Date: 10 1912	

[ Acknowledgements on Following Pages]

ছित क्षेत्राकर Disactor - Natagari Mela हिन्तुंशकरते**वडू** 

15, H. O.

STATE OF MICHIGAN	)
COUNTY OF	) ACKNOWLEDGEMENT )
that municipal corporation, perso the foregoing Fourth Amend behalf of said corporation.	, a Notary Public for said County and State, do hereby certify, the of Washtenaw County, a Michigan nally came before me this day and acknowledged that s/he executed liment To Lease Agreement as his/her own act and deed and on and official Notarial Seal, this day of,
	Notary Public
My Commission Expires:	
STATE OF MICHIGAN COUNTY OF	) ACKNOWLEDGEMENT )
that	, a Notary Public for said County and State, do hereby certify, the of Washtenaw County, a Michigan nally came before me this day and acknowledged that s/he executed
the foregoing Fourth Amend behalf of said corporation.	Iment To Lease Agreement as his/her own act and deed and on and official Notarial Seal, this day of,
My Commission Expires:	Notary Public

STATE OF MICHIGAN COUNTY OF	) ACKN	NOWI EDGEMENT	
COUNTY OF	) ACKI	NOW LEDGEWIEN I	
municipal corporation, perso	nally came before me	for said County and State, do hereby cert of Washtenaw County, a Micl this day and acknowledged that s/he exec ment as his/her own act and deed and on	nıgar cutec
WITNESS my hand a 20	and official Notarial So	eal, this day of	_•
		Notary Public	
My Commission Expires:			
STATE OF MICHIGAN COUNTY OF	)	ACKNOWLEDGEMENT	
that municipal corporation, perso	, the onally came before me	for said County and State, do hereby cert of Washtenaw County, a Mich this day and acknowledged that s/he exe- ment as his/her own act and deed and on	higar cutec
WITNESS my hand a 20		eal, this day of	_,
		Notary Public	
My Commission Expires:			

STATE OF MICHIGAN	)	
	)	ACKNOWLEDGEMENT
COUNTY OF	)	
I.	, a Notary Pi	ublic for said County and State, do hereby certify
that	the,	of Washtenaw County, a Michigan
municipal corporation, persona	ally came befor	e me this day and acknowledged that s/he executed
		Agreement as his/her own act and deed and on
behalf of said corporation.		
•		
WITNESS my hand and	d official Notar	rial Seal, this, day of,
20		
	_	Notary Public
		Trotally I dolle
My Commission Expires:		
STATE OF MICHIGAN	)	ACKNOWLEDGEMENT
COUNTY OF	)	ACKNOWLEDGEMENT
	,	
I,	, a Notary P	ublic for said County and State, do hereby certify
that	, the _	of Washtenaw County, a Michigan e me this day and acknowledged that s/he executed
behalf of said corporation.	ient To Lease A	Agreement as his/her own act and deed and on
ochan of said corporation.		
WITNESS my hand and	d official Nota	rial Seal, this, day of,
20		
	-	Notary Public
My Commission E		
My Commission Expires:		

STATE OF MICHIGAN	)	
	)	ACKNOWLEDGMENT
COUNTY OF OAKLAND	)	
I, Roubul Martaurulus, a Notary	Public for said (	County and State, do hereby certify that
Gd Nation of	personally ca	me before me this day and acknowledged
that he/she is the breefel Verunic	FHIOL CUCINEOUS	, of Cellco Partnership d/b/a
Verizon Wireless and that he/she, a	s Divector Netwo	while the being authorized to do so,
executed the foregoing Fourth Ame	endment To Lease	Agreement on behalf of said partnership.
WITNESS my hand and off	icial Notarial Sea	1, this The day of hetherther, 2071
	de	Mouse Madispir Levaus
		Notary Public \(\)
My Commission Expires:	1	BARBARA MADIGAN EVANS Notary Public, State of Michigan County of Oakland My Commission Expires 05-10-2027
		Acting in the County of

BARBARA \*\* DIGAN : "ANS Nou virupe State interigat CountrolOcaland My Sec missical Expanses 05-10-2027 Acting in the County of

### **EXHIBIT A-4**

LEGAL DESCRIPTION OF LEASE PARCEL

(Site #137)

(Lessee)

Commencing at the NW corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S 00°11'00" W 1277.05 feet along the west line of said Section 1 and the centerline of Hogback Road; thence S 89°55'03" E 870.18 feet; thence N 00°04'57" E 110.90 feet; thence N 17°29'57" E 41.12 feet; thence N 72°30'03" W 10.00 feet to the POINT OF BEGINNING:

thence S 17°29'57" W 26.19 feet; thence N 89°51'17" W 13.44 feet; thence N 00°08'43" E 61.00 feet; thence S 89°51'17" E 21.25 feet;

thence S 00°08'43" W 36.00 feet to the POINT OF BEGINNING, being a part of the NW 1/4 of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; containing 1,199 sq. ft. or 0.0275 acres of land more or less; together with a 3 foot wide non-exclusive easement for ice bridge; and subject to easements or restrictions of record, if any.

## LEGAL DESCRIPTION OF EASEMENT FOR INGRESS/EGRESS AND PUBLIC UTILITIES

A variable width easement for ingress, egress and public utilities, the boundary of said easement is described as:

Commencing at the NW corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S 00°11'00" W 1277.05 feet along the west line of said Section 1 (also being the centerline of Hogback Road, 66 feet wide); thence S 89°55'03" E 870.18 feet; thence N 00°04'57" E 110.90 feet; thence N 17°29'57" E 41.12 feet; thence N 72°30'03" W 10.00 feet to the POINT OF BEGINNING:

thence N 00°08'43" E 36.00 feet; thence N 89°51'17" W 21.25 feet; thence N 00°08'43" E 25.00 feet; thence S 89°51'17" E 75.00 feet; thence S 11°17'31" W 218.50 feet; thence S 47°39'58" E 36.00 feet; thence S 00°15'32" W 202.00 feet; thence S 07°28'07" E 168.00 feet;

```
thence S 20°18'14" E 116.50 feet;
thence S 08°33'44" E 100.00 feet;
thence S 00°22'13" W 71.00 feet:
thence S 17°17'45" E 130.00 feet to the centerline of Washtenaw Avenue
      (variable width):
thence N 72°42'15" W 70.00 feet along said centerline of Washtenaw Avenue;
thence N 17°17'45" E 121.71 feet;
thence N 02°00'32" E 126.46 feet:
thence N 11°01'22" W 152.00 feet;
thence N 08°13'29" W 85.50 feet:
thence N 00°15'32" E 270.00 feet;
thence N 33°42'59" W 43.78 feet;
thence N 00°08'42" E 140.00 feet:
thence S 89°51'18" E 13.44 feet;
thence N 17°29'57" E 26.19 feet to the POINT OF BEGINNING; being a part of
      the NW 1/4 of Section 1, T3S, R6E, Pittsfield Township, Washtenaw
      County, Michigan; except any part taken, deeded or used for public road
```

purposes; subject to easements and restrictions of record, if any.

## LEGAL DESCRIPTION OF 10' WIDE EASEMENT FOR PUBLIC UTILITIES

A 10 foot wide easement for public utilities, the centerline of said easement is described as:

Commencing at the NW corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S 00°11'00" W 1277.05 feet along the west line of said Section 1 (also being the centerline of Hogback Road, 66 feet wide); thence S 89°55'03" E 870.18 feet; thence N 00°04'57" E 110.90 feet; thence N 17°29'57" E 41.12 feet; thence N 72°30'03" W 10.00 feet; thence S 17°29'57" W 26.19 feet; thence N 89°51'17" W 5.00 feet to the POINT OF BEGINNING:

```
thence S 00°08'43" W 20.00 feet;
thence S 10°41'28" E 102.00 feet;
thence S 15°35'23" W 90.00 feet;
thence S 29°23'32" W 155.00 feet;
thence S 70°11'24" W 35.00 feet to the POINT OF ENDING; being a part of the
NW 1/4 of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County,
```

Michigan; subject to easements or restrictions of record, if any.

## LEGAL DESCRIPTION OF 8' WIDE EASEMENT FOR PUBLIC UTILITIES

An 8 foot wide easement for public utilities, the centerline of said easement is described as:

Commencing at the NW corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S 00°11'00" W 1277.05 feet along the west line

of said Section 1 (also being the centerline of Hogback Road, 66 feet wide); thence S 89°55'03" E 870.18 feet; thence N 00°04'57" E 110.90 feet; thence N 17°29'57" E 41.12 feet; thence N 72°30'03" W 10.00 feet; thence N 00°08'43" E 36.00 feet; thence N 89°51'17" W 4.00 feet to the POINT OF BEGINNING:

thence N 00°08'43" E 175.00 feet;
thence N 43°51'18" W 220.00 feet;
thence N 58°51'18" W 61.00 feet;
thence N 41°45'22" W 62.00 feet;
thence S 70°05'58" W 65.00 feet;
thence S 56°10'59" W 100.00 feet;
thence S 46°10'59" W 170.00 feet;
thence S 45°10'59" W 170.00 feet;
thence S 60°10'59" W 60.00 feet;
thence S 35°10'59" W 40.00 feet;
thence N 89°49'00" W 143.00 feet to the west line of said Section 1 and the

POINT OF ENDING; being a part of the NW 1/4 of Section 1 and the Pittsfield Township, Washtenaw County, Michigan; except any part taken, deeded or used for public road purposes; subject to easements and restrictions of record, if any.

## LEGAL DESCRIPTION OF OVERALL PARCEL

(Taken from Title Commitment)

The land referred to in this search is situated in the Township of Pittsfield, Washtenaw County, Michigan and is described as follows:

Commencing at the Northwest corner of Section 1; T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence North 89°18'00" East 323.93 feet to a Point of Beginning; thence North 89°18'00" East 671.41 feet; thence South 00°00'00" West 2101.39 feet; thence North 72°41'30" West 819.56 feet; thence North 00°08'00" East 195.92 feet; thence North 74°30'00" West 226.39 feet; thence North 00°11'00" East 1115.93 feet; thence North 89°18'00" East 331.02 feet; thence North 00°42'00" West 473 feet to the Point of Beginning, being a part of the Northwest 114, Section 1, T3S, R3E, Pittsfield Township, Washtenaw County, Michigan, excepting therefrom that portion conveyed in Liber 4942, Page 660, Washtenaw County Records.

Commonly Known As:

2217 Hogback Road, Ann Arbor, Michigan

Tax Parcel No.:

L-12-01-200-016

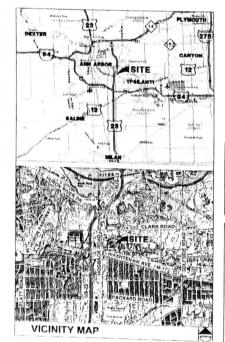
EXHIBIT B-4

# verizon

SITE #137 - "ANN ARBOR EAST"

2217 HOGBACK ROAD **ANN ARBOR, MICHIGAN 48105** 

## **WASHTENAW COUNTY SITE**



DRIVING DIRECTIONS

PROJECT DESCRIPTION APPLICANT/LESSEE GELICO PARRIEGEIRO
GELICO PARRIEGEIRO
GELICO PARRIEGEIRO
GELICO PARRIEGEIRO
GELICO
GEL SITE ACQUISITION CONSULTANT

PROPERTY INFORMATION

ADDRESS

PO POX 8845 AIM ARBOR, MICHIGAN 48107 N/A

PROJECT SUMMARY

### CODE COMPLIANCE

SURVEYOR:

NAME ADDRESS MISWESTERN CONSULTING, LL.C. MISWESTERN CONSULTING, LL.C. MISWESTERN CONSULTING LL.C. MISWESTERN CONSULTING LL.C. MISWESTERN, P.S. MISWESTERN, P.S

CIVIL ENGINEER:

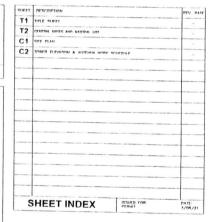
STRUCTURAL ENGINEER:

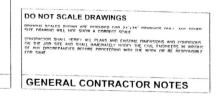
HAME ADDRESS CONTROL TO CONTROL T

ELECTRICAL ENGINEER:

UTILITY CONSULTANT:

**PROJECT TEAM** 







PEMSIONS:	-137	SHEET 1 OF 4  CAND- SCF  EMG: SCF  TM: SCF  15C1: LSB\00280_13271	T
M	1915 Plans F (174) and noon	WESTER  Disks Aren Arber, Michigan (Back www.umbharsterre.ongstrag)  1. Sand Stronger Festitational - 1 and	e com American
RELEASED FOR:	DATE	E	

#### GENERAL NOTES,

- 1 All site work construction shall be in accordance with the current standards and specifications of the PHIsfield Township, where applicable.
- 2. There are no signs proposed for this project
- The cellular antenna and equipment shelter will be approved by the Federal Communications Commission (FCC) and will not impact any frequency sensitive devices shall-sover. Buyer warrants an adverse radio interference with adjacent land uses.
- Haintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area to needed by them.
- All grees disturbed by the removal and installation of the antenna(s) and other equipment shall be restored in kind.

#### CONDITIONS OF APPROVAL

- 1. Verification of satisfactory installation of the antenna apparatus
- 2. Satisfactory site clean up/restoration following site construction
- 3. Satisfactory amendment to the existing lease agreement.

GENERAL NOTES / CONDITIONS OF APPROVAL

GENERAL CONSTRUCTION NOTES

- ODERNI, CONTRICTION NOTES.

  1 THE PRIMER & MI LINECCEPTOR TOTAL TELECOMENTATION OF FACILITY.

  2 THE PRIMER AND THE CONTRICTION OF THE PRIMER O

- THE CONTINUE DESCRIPTION OF THE CONTINUE OF TH

#### STANDARD STRUCTURAL STEEL NOTES:

2

- STAMMIND STRICTIONS, STEEL MOTES.

  1 ALL LYSTA MORE SHALE, RE MACCORMINES WITH THE SPECIES AND CALVANISTIC ACCUMULATION OF THE MORE SHALE OF THE STATE OF THE MORE SHALE CONTROL TO ASSAULT CONTROL TO ASSA

- GENERAL STRUCTURAL NOTES

- COLEMA, STRUCTURAL HOIES

  \*\*\* WHERE A CONSTRUCTION (INC.) IS NOT SHOWN OR MOTTE, THE PITAL CHAIL

  \*\*\* WHERE A CONSTRUCTION (INC.) IN THE PITAL CHAIL

  \*\*\* WHERE A CONSTRUCTION (INC.) IN THE PITAL CHAIL

  \*\*\* WORLD

  \*\*\* WHITE

  \*\* WHITE

  \*\*\* WHITE

  \*\* WHITE

  \*\*\* WHITE

  \*\* WHITE

  \*\*\* WHITE

#### LEASE AGREEMENT HOTES:

- PRIOR TO A STATION BEING PLACED IN SERVICE, IT MUST BE EQUIPMED WITH THE FOLLOWING PROTECTIVE DEVICES:
- A. PROPER ISOLATION, FILTER AND INTERFERENCE PROTECTION EQUIPMENT
- A A PREQUENCY COMPATIBILITY STURY SUBJECT OF PROPOSITION BY TENAN TO EASING THE HOLD ANTERTERINE BILL COLUMN TO PROTEIN EQUIPMENT OF TO THE SUBPORTION AND SPECERATIVES, AND SPECIAL PROPERTY OF FACT TENANT WELL AS DISTRIBUTED SECURION IS THE RESOURCED BY OF FACT TENANT WELL AS DISTRIBUTED SECURION IS THE RESOURCED BY OF FACT TENANT TO THE PROPERTY OF FACT TENANT TENANT TO THE PROPERTY OF FACT TENANT TENA
- 2. ALL FOREIGNET ANTIDANE, CARES, CARRETTS, FIG. GRAIN, WE WASHERSOON IN THE ARM A CONT. OF A DUBLE TOT HEIGHT. GIVEN ON THE OPENING METHOD IN IT IN THE ARM A CONT. OF A DUBLE TO THE OPENING AND A STORY, THE ARMOUNT (LICETISME MANUEL, AND CALL SOC. (OR TOROUGH)) IN A STORY, THE ARMOUNT (LICETISME PRINCIPLE OF CORRESPONDED IN IT. OF CORRESPONDED IN A STORY OF THE ARMOUNT (LICETISME PRINCIPLE OF CORRESPONDED IN THE OPENING AND A DUBLE TO CORRESPOND AND A DUBLE TO CORRESPONDED IN THE OPENING AND A DUBLE TO CORRESPOND AND A DUBLE TO COR
- THE CONTRACT OF EXHAUSTED WIT BE TISED ON ANY CONNECTIONS THAT ARE EXTRACT OF MEASURED STEPPING THE CONTRACT OF CONNECTIONS THAT ANY CO

Patter, Actingen "East and western consumman 785 PER DOC AND THE AN > 0 -V



1691 WAY APPLICANT/LESS
SELEST ARTHERSHIP
DO SRICON MIREESS
SELET OPTH-METERN HISTORY
TOUTHERS MONGAN

VETIZON 137 - "ANN ARBOR EAST" WISHIP, WASHTENAW SOUNTY, MICHICAN

#137 ш PITTSFIELD 5

**T2** 

00289-137

MISCELLANEOUS NOTES

