

Site Name: Grant Elementary School
Site Number: MI-DET0855

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("*Agreement*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Optionee/Tenant and Optionor/Landlord.

RECITALS

- A. WHEREAS, Optionor is the owner of that certain parcel of land (the "*Property*") located in the County of Wayne, State of Michigan, as more particularly described on Exhibit A; and
- B. WHEREAS, Optionor desires to grant to Optionee an option to lease from Optionor a portion of the Property (the "*Premises*"), together with easements for ingress and egress and the installation and maintenance of utilities (the "*Easement*") both being approximately located as shown on Exhibit B (the Premises and the Easement will collectively be referred to herein as the "*Site*").

NOW, THEREFORE, in consideration of the sum of \$10.00, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this paragraph 1.

(a) **Optionee/Tenant:** American Towers, Inc., a Delaware corporation.

(b) **Optionee's/Tenant's Notice Address:** American Towers, Inc.
c/o American Tower Corporation
10 President Way
Woburn, MA 01810
Attn: Land Management

with a copy to: American Towers, Inc.
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department

(c) **Optionor/Landlord:** Livonia Public Schools

(d) **Optionor's/Landlord's Address:** 15125 Farmington Road
Livonia MI 48154

(e) **Option Commencement Date:** The Execution Date.

(f) **Option Consideration (Initial Option Term):** \$500

(g) **Option Extension Consideration (Renewal Option Term):** \$500

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- (h) **Initial Option Term:** Six (6) months
- (i) **Renewal Option Term(s):** Two (2) periods of six (6) months each.
- (j) **Commencement Date:** The date specified in the written notice by Optionee to Optionor exercising the Option constitutes the Commencement Date of the Lease.
- (k) **Rent:** The monthly amount of \$1,500, increased as further provided for in paragraph 14(b) and 1(n) hereof.
- (l) **Initial Base Rent:** Rent due to Landlord from Tenant for the first Lease Year.
- (m) **Lease Year:** The first Lease Year will be the period commencing on the Commencement Date and ending on the date immediately preceding the one-year anniversary of the Commencement Date. Each Lease Year thereafter will be a 12 successive calendar month period.
- (n) **Rent Increase:** Rent will increase at the commencement of each Renewal Term by an amount equal to 10% of Rent for the previous 5 year period, as further described in Section 14 below.
- (o) **Initial Term:** 5 years, commencing on the Commencement Date (as defined in paragraph 1(j) hereof) and continuing until midnight of the day immediately prior to the 5th anniversary of the Commencement Date.
- (p) **Renewal Terms:** Subject to paragraph 13(b) hereof, each of the five (5) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

I. OPTION

2. **Grant of Option.** Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease the Premises and use the Easement pursuant to the terms of this Agreement (the "**Option**"). Optionor agrees and acknowledges that Optionee may, at Optionee's sole cost, have a metes and bounds survey of the Site survey prepared and that the legal description of the Site as shown on such survey will thereafter become the legal description of the Site.
3. **Initial Option Term.** The Initial Option Term is as set forth in paragraph 1(h).
4. **Extension of Option.** This Option will automatically be extended for each Renewal Option Term unless Optionee provides Optionor written notice of its intent not to extend the Option. Optionee will pay Optionor the Option Extension Consideration within thirty (30) days of the commencement of the Renewal Option Term. Option Extension Consideration paid by Optionee will be credited in full to the first years Rent due Optionor if this Option is exercised by Optionee.
5. **Consideration for Option.** Option Consideration is due and payable in full within thirty (30) days of the Option Commencement Date. Payment of the Option Consideration by Optionee to Optionor will be credited in full to the first year's Rent due Optionor if this Option is exercised by Optionee.
6. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:
 - (a) Optionor has good and marketable title to the Property free and clear of all liens

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and encumbrances. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "**Title**") on the Property. In the event that Optionee objects to any defect or cloud on Title, Optionee may declare this Option to be void and of no further force or effect whereupon this Option will terminate and there will be no further liability of Optionee to Optionor accruing hereunder;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it will not grant an option or enter into any contract which will affect the Property or the Site until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor survive the exercise of the Option and the termination or expiration of the term of this Agreement.

7. **Taxes.** Optionor will pay any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Option Term and any Renewal Option Term of this Option.

8. **Liquidated Damages.** American Tower is not obligated to exercise this Option. In the event the Option is not exercised, Optionor's sole compensation and damages will be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Furthermore, Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

9. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and/or the Site. Optionor will provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, and Optionee will not unreasonably interfere with Optionor's use of the Property in conducting these activities.

10. **Further Acts.** Optionor will cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Site, including the execution and delivery of a Memorandum of Option and Lease in a form acceptable to Optionee, and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's Intended Use (as defined in paragraph 12 of this Agreement) of the Site including but not limited to land use and zoning applications.

11. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms and conditions of the Agreement applying to the leasing of the Premises and use of the Easement governs the relationship of the parties, and this Agreement will thereafter be referred to as the "**Lease**", Optionor will thereafter be referred to as "**Landlord**" and Optionee will thereafter be referred to

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as "*Tenant*".

II. GROUND LEASE

12. Use.

(a) Tenant shall be permitted to use the Site for the purpose of constructing, maintaining, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a communication tower designed as a stealth flagless "flagpole", structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, and related facilities on the Premises (collectively, the "*Tower Facilities*"), to facilitate the use of the Site as a site for the transmission and receipt of wireless communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental thereto (the "*Intended Use*"). Tenant may, at its sole expense, use any and all appropriate means of restricting access to the Premises or the Tower Facilities, including, without limitation, construction of a fence. Tenant may, at Tenant's sole expense, construct Tenant's Tower Facilities on the Site to meet Tenant's needs and Tenant shall maintain the Premises in a reasonable condition throughout the Initial Term and any Renewal Terms, reasonable wear and tear and damage from casualty and condemnation excepted. Landlord shall cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Lease or facilitate Tenant's and Tenant's sublessee's and licensee's use of the Site and will take such further action as Tenant may reasonably require to effect the intent of this Lease.

(b) Tenant's obligations hereunder are expressly conditioned upon Tenant's ability to obtain, maintain, renew and reinstate all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority as well as any necessary easements (collectively, the "*Approvals*"). Landlord shall cooperate with Tenant, at no out-of-pocket expense to Landlord, in its efforts to obtain the Approvals, and Landlord shall take no action which would adversely affect the status of the Site with respect to Tenant's Intended Use thereof. If (i) any application by Tenant for any one of the Approvals is finally denied or rejected, or is otherwise withdrawn or terminated or (ii) if any matters exist affecting Landlord's title to the Site which prevent Tenant from using the Site for Tenant's Intended Use, then Tenant shall have the right to terminate this Lease upon written notice to Landlord and Landlord, within 30 days of such termination, shall refund to Tenant any Rent paid by Tenant applicable to the period subsequent to such termination.

(c) Landlord agrees to execute within 15 days after receipt of a written request from Tenant any and all documents necessary in Tenant's reasonable judgment to protect Tenant's rights or the rights of Tenant's sublessees or licensees under this Lease, to facilitate Tenant's use of the Site as contemplated under this Lease, or to allow Tenant to obtain, maintain, renew or reinstate the Approvals. Tenant will provide all documents for execution on Tenant's standard forms or, in the case of zoning applications or other situations regulated by governmental bodies, on forms specified by such governmental body. Documents provided for execution may include without limitation, affidavits relating to title curative measures, non-disturbance agreements, memorandums of lease, memorandums of amendment, and zoning applications and other related documents required to obtain zoning approval. Landlord further irrevocably appoints Tenant as attorney-in-fact coupled with an interest to execute any document which Landlord fails to execute within 15 days after Landlord's receipt of a request for execution. In addition, the parties agree that Tenant shall be entitled to liquidated damages for the revenue lost by Tenant as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by Tenant to protect Tenant's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that Tenant may deduct the

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amount of One Hundred and No/100 Dollars (\$100.00) per day from future installments of Rent for any delay to Tenant caused by Landlord's failure to act, such amount being an estimate of Tenant's lost revenue. Tenant's right to collect such liquidated damages will in no way affect Tenant's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

13. Term.

(a) *Initial Term.* The Initial Term of this Lease is set forth in paragraph I(o).

(b) *Renewal Terms.* Tenant shall have the right to extend this Lease for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions set forth in this Lease except that Rent will escalate as provided in paragraph 14(b). This Lease will automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

(c) The Initial Term and Renewal Terms are collectively referred to herein as the "*Term*".

14. Consideration.

(a) Tenant shall pay its first installment of Rent within fifteen (15) business days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Address. Rent will be prorated for any partial months, including, without limitation, the month in which the Commencement Date occurs.

(b) Rent will be increased at the commencement of each Renewal Term (the "*Increase Date*") by an amount equal to 10% of Rent for the previous 5 year period. At Tenant's election, Tenant may confirm to Landlord in writing the amount of the Rent increase ("*Increase Notice*"). Unless Landlord notifies Tenant in writing within 30 days of the date of the Increase Notice that it disagrees with the amount of the Rent increase stated therein, such amount will be conclusively presumed to be the correct calculation of the Rent increase.

(c) If this Lease is terminated at a time other than on the day immediately preceding the anniversary of the Commencement Date, Rent will be prorated as of the effective date of such termination (the "*Termination Date*"). If this Lease is terminated for any reason other than nonpayment of Rent, all Rent paid in advance for the period after the Termination Date will be refunded to Tenant by Landlord within 30 days of the Termination Date.

(d) In the event Tenant makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Lease, Tenant may, but shall not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(e) In no event will Tenant be required to remit the payment of Rent to more than two recipients at any given time.

15. Landlord's Representations and Warranties. Landlord represents and warrants that (i) Tenant's Intended Use of the Site is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, or subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Site or the Property which will interfere with or constructively prohibit Tenant's Intended Use of the Site; and (iii) the execution of this Lease by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party.

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16. **Conditions Subsequent.** If Tenant's Intended Use of the Site is actually or constructively prohibited through no fault of Tenant, then without limiting any other remedy in law or equity, Tenant shall have the option to terminate this Lease upon written notice to Landlord.

17. **Interference.** Landlord shall not use, nor shall Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with Tenant's Intended Use of the Site. Such interference will be deemed a material breach of this Lease by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Lease notwithstanding, the cure periods provided for in paragraph 19 hereof will not be applicable to failure by Landlord to fulfill its obligations under this paragraph 17. If any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Landlord.

18. **Improvements, Utilities, and Access.**

(a) Tenant shall have the right, at Tenant's sole cost and expense, to erect and maintain on the Site improvements, personal property and facilities, including without limitation, the Tower Facilities and other related facilities. The Tower Facilities are the exclusive property of the Tenant throughout the term as well as upon the expiration or termination of this Lease. Tenant shall remove all of the above-ground portions of the Tower Facilities within one hundred eighty (180) days following the expiration or termination of this Lease. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site. Landlord grants Tenant a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. If the tower to be constructed by Tenant on the Premises is a guyed tower, Landlord also grants Tenant an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to Tenant during the Initial Term and any Renewal Terms of this Lease for the installation and maintenance and removal of and reasonable access to guy wires and guy wire anchors which may be located outside of the Site.

(b) Tenant shall have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Site. Tenant shall have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Site and the Tower Facilities. Tenant and Tenant's licensee(s) or sublessee(s) have the right to install backup generator(s) on the Site. If utilities necessary to serve the equipment of Tenant or the equipment of Tenant's licensee(s) or sublessee(s) cannot be located within the Site, Landlord agrees to cooperate with Tenant and to act reasonably in allowing the location of utilities on the Property or other real property owned by Landlord without requiring additional compensation from Tenant or Tenant's licensee(s) or sublessee(s). Landlord shall, upon Tenant's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) Landlord represents and warrants to Tenant that Tenant shall at all times during this Lease enjoy ingress, egress, and access from the Site 24 hours a day, 7 days a week, to an open and improved public road which are adequate to service the Site and the Tower Facilities. If no such public road exists or ceases to exist in the future, Landlord will grant an appropriate easement to Tenant, Tenant's licensee(s), sublessee(s) and assigns so that Tenant may, at its own expense, construct a suitable private access drive to the Site and the Tower Facilities. To the degree such access is across other

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property owned by Landlord, Landlord shall execute an easement evidencing this right without requiring additional compensation from Tenant. Landlord shall maintain access to such easement and the Easement in a free and open condition so that no interference is caused to Tenant by other Tenants, licensees, invitees or agents of Landlord which may utilize the easement. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide Tenant with access to the Site and the Tower Facilities is caused by Landlord or Landlord's Tenants, licensees, invites or agents, Landlord shall repair same at its own expense. In the event Landlord, its employees or agents impede or deny Tenant's access or that of Tenant's agent(s), licensee(s), or sublessee(s) to the Site, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent due under this Lease an amount equal to Five Hundred and No/100 Dollars (\$500.00) per day for each day that such access is impeded or denied.

(d) Landlord grants Tenant (including, without limitation, Tenant's sublessees and licensees) a license to use such portions of the Landlord's property contiguous to the Site on a temporary basis as are reasonably required from time to time during the Term of this Lease for the construction, installation and maintenance of the Tower Facilities, including (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment.

(e) Tenant shall have the right to install and maintain during the Term of the Lease identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

19. Termination. This Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Tenant to Landlord if Tenant is unable to obtain, maintain, renew or reinstate any agreement, permit or other Approvals necessary to the construction and operation of the Tower Facilities or to Tenant's Intended Use; or

(c) Upon 30 days' written notice from Tenant to Landlord if the Site is or becomes unsuitable, in Tenant's sole, but reasonable judgment for use as a wireless communications facility by Tenant or by Tenant's licensee(s) or sublessee(s).

20. Licenses; Subleases. Tenant at its sole discretion shall have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties. Tenant's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Site including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Site by said licensee(s) and sublessee(s). Tenant's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site as if said licensee(s) or sublessee(s) were Tenant under this Lease.

21. Taxes. Tenant shall pay any personal property taxes assessed on or attributable to the Tower Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easement. If Landlord fails to pay when due any taxes

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affecting the Property or the Site, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

22. Damage or Destruction. If the Premises, the Easement or the Tower Facilities are destroyed or damaged so as to hinder the Intended Use of the Tower Facilities in Tenant's sole judgment, Tenant may elect to terminate this Lease as of the date of the damage or destruction by written notice to Landlord. In such event, all obligations of Tenant to Landlord shall cease to accrue as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent paid by Tenant applicable to the period subsequent to such damage or destruction.

23. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in Tenant's sole judgment, to render the Site unsuitable for Tenant's Intended Use in Tenant's reasonable discretion, this Lease will terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Tenant includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than all of the Site such that the Site remains suitable for Tenant's Intended Use, the Rent payable under this Lease will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

24. Insurance. Tenant shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such general liability and property damage policies as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.

25. Environmental Compliance. Landlord represents, warrants and covenants (i) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority having jurisdiction over the Property ("*Hazardous Materials*") on, under, about or within the Property in violation of any applicable law or regulation, and (ii) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any applicable laws, regulations or administrative orders. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders. This Lease will, at the option of Tenant, terminate upon written notice by Tenant to Landlord if Hazardous Materials are discovered to exist on the Property after Tenant takes possession of the Premises and Tenant shall be entitled to a refund of all the consideration paid in advance to Landlord under this Lease.

26. Indemnification.

(a) *General.* Landlord, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors. Tenant, its grantees, successors, and

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assigns shall exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Tenant, or Tenant's employees, agents or independent contractors.

(b) *Environmental Matters.* Landlord, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Tenant from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any applicable laws, regulations or administrative orders pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Tenant. Tenant, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Premises in violation of any applicable laws, regulations or administrative orders and arising solely as the result of Tenant's activities after the execution of this Lease. Notwithstanding the obligation of Landlord to indemnify Tenant pursuant to this Lease, Landlord shall, upon demand of Tenant, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

27. Right of First Refusal; Sale of Premises. During the Initial Term and any Renewal Terms of this Lease, Landlord shall, prior to selling the Site or any real property of which the Site is a part, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Tenant shall have the right of first refusal to purchase the real property being sold by Landlord on the same terms and conditions. Tenant shall give Landlord notice of its intention to purchase the same within 30 days of receipt of Landlord's notice. If Tenant gives no such notice of its intention to purchase same, Landlord may sell the real property to the third party on the stated terms and price, as long as (i) such sale is made subject to the terms of this Lease and (ii) if such sale does not include the assignment of Landlord's full interest in this Lease, such purchaser covenants, without requiring compensation from Tenant or Tenant's licensee(s) or sublessee(s) to be paid to such purchaser, to perform any obligation of the Landlord under this Lease, including Landlord's obligation to cooperate with Tenant as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following such conveyance.

28. Notices. All notices or demands by or from Tenant to Landlord, or Landlord to Tenant, required under this Lease will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in paragraphs 1(b) and 1(d) hereof, as applicable, or to such other addresses as the parties hereto may, from time to time, designate consistent with this paragraph 28, with such new notice address being effective 30 days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

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29. Title and Quiet Enjoyment. Landlord warrants and represents that (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Site and any other real property across which Landlord may grant Tenant, its sublessees and/or licensees an easement, free and clear of any liens and encumbrances or mortgages. Landlord covenants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease. Landlord shall indemnify Tenant from and against any loss, cost, expense or damage including attorney's fees associated with a breach of the foregoing covenant of quiet enjoyment. If Landlord fails to keep the Site free and clear of any liens and encumbrances, Tenant shall have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by Tenant on Landlord's behalf from future installments of Rent. If the Site is encumbered by a mortgage or deed of trust, within 30 days of receipt of a written request from Tenant, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by Tenant, to the effect that Tenant and Tenant's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure. Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, Tenant will use good faith efforts to provide Landlord or Landlord's lender with Tenant's form subordination, non-disturbance and attornment agreement executed by Tenant within 30 days of such request.

30. Assignment. Any sublease, license or assignment of this Lease that is entered into by Landlord or Tenant is subject to the provisions of this Lease. Landlord may assign this Lease in its entirety to any third party in conjunction with a sale of the Property in accordance with paragraph 27 hereof. Landlord shall not otherwise assign less than Landlord's full interest in this Lease without the prior written consent of Tenant. Tenant may assign this Lease without prior notice to or the consent of Landlord. Additionally, Tenant may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Tenant, Landlord shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of the Lease by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord shall terminate this Lease for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Lease.

31. Successors and Assigns. This Lease runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. Waiver of Damages. Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND TENANT AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL,

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CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

34. Miscellaneous. The following provisions apply to the Option and, providing Optionee exercises such Option, to the Lease:

(a) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of Landlord and Tenant with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed and delivered by Landlord and Tenant.

(d) If either Landlord or Tenant is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(e) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises, including but not limited to affidavits relating to title curative measures and non disturbance agreements, and to take any further action which Tenant may reasonably require to effect the intent of the Agreement.

(f) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(g) If any term of the Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of the Agreement, which will continue in full force and effect.

(h) Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum of Option and Lease, which Tenant may record in the county in which the Property is located. If the information included in the Memorandum of Option and Lease should change or if it becomes clear that such information is incorrect or incomplete or if the Option or Lease is amended, Landlord agrees to execute and return to Tenant a recordable Amended Memorandum of Option and Lease in form supplied by Tenant.

(i) Tenant may obtain title insurance on its interest in the Site, and Landlord shall cooperate by executing any documentation required by the title insurance company.

(j) Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file applications on behalf of Landlord with federal, state and local governmental authorities which applications relate to Tenant's Intended Use of the Site, including, but not limited, to land use and zoning applications.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

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(l) Landlord will not, during the term of this Option and Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(p) This Agreement is valid and binding only upon Tenant's execution by its duly authorized representative.

(q) Tenant reserves the right to survey the Property and/or the Site, and the survey of the Property, Premises and/or Easement will then become Exhibit B-1, which will be attached hereto and made a part hereof, and will control in the event of discrepancies between Exhibit B-1 and Exhibit A and/or Exhibit B. Landlord agrees to execute an Amended Memorandum of Option and Lease in recordable form containing the new legal descriptions of the Premises and the Easement if so requested by Tenant.

(r) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Confidentiality. Landlord shall not disclose to any third party the Rent payable by Tenant under this Lease and shall treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Lease. Landlord acknowledges that the disclosure of such information to any other parties may cause Tenant irreparable harm, and in the event of such disclosure, as an additional remedy, Tenant shall have the right to terminate this Lease upon giving 30 days written notice thereof to Landlord.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Lease as of the respective dates written below.

LANDLORD:

LIVONIA PUBLIC SCHOOLS

_____, a _____ corporation

By: _____
Name: _____
Title: _____ President
Date: _____

NOTARY ACKNOWLEDGMENT FOR CORPORATION:

STATE OF MICHIGAN

COUNTY OF WAYNE

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of Livonia Public Schools, a _____ corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2010.

Notary Public

[AFFIX NOTARY SEAL]

My commission expires: _____

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TENANT:

American Towers, Inc., a Delaware corporation

Jason D. Hirsch
Vice President, Land Management
Date: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS)) ss:
COUNTY OF MIDDLESEX))

Then, on the _____ day of _____, 2010 personally appeared the said, Jason D. Hirsch of American Towers, Inc. as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Vice President, Land Management of American Towers, Inc. and the free act and deed of said corporation, before me.

Notary Public
My Commission Expires:

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TENANT:

American Towers, Inc., a Delaware corporation

Jason D. Hirsch
Vice President, Land Management
Date: _____

TENANT:

COMMONWEALTH OF MASSACHUSETTS) ss:
COUNTY OF MIDDLESEX)

Then, on the _____ day of _____, 2010 personally appeared the said, Jason D. Hirsch of American Towers, Inc. as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Vice President, Land Management of American Towers, Inc. and the free act and deed of said corporation, before me.

Notary Public
My Commission Expires:

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The following exhibits are attached hereto and incorporated herein:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site

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EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

34H1A1A4 34I2A1 THAT PART OF THE S 1/2 OF SEC 34 DES AS BEG AT A POINT ON THE S LINE OF WEST CHICAGO RD DISTANT S 1D 08M 54SEC W 43.0 FT FROM THE CENTER 1/4 CORNER OF SEC 34 AND PROCEEDING TH N 88D 36M 13SEC W ALONG SAID S LINE 100.0 FT TH S 1D 08M 54SEC W 1000.0 FT TH N 88D 36M 13SEC W 417.50 FT TH S ELY ALONG A CURVE CONCAVE TO THE N E RADIUS 603.0 FT A DISTANT OF 43.73 FT TH S 46D 02M 08SEC W 120.0 FT TH S ELY ALONG A CURVE CONCAVE TO THE N E RADIUS 723.0 FT A DISTANCE OF 60.02 FT TH N 46D 02M 08SEC E 120.0 FT TH S ELY ALONG A CURVE CONCAVE TO THE N E RADIUS 603.0 FT A DISTANCE OF 442.40 FT TH S 1D 08M 54SEC W 120.0 FT TH S 88D 51M 06SEC E 86.0 FT TH N 1D 08M 54SEC E 120.0 FT TH N ELY ALONG A CURVE CONCAVE TO THE N W RADIUS 663.69 FT A DISTANCE OF 476.21 FT TH S 42D 33M 11SEC E 120.0 FT TH N ELY ALONG A CURVE CONCAVE TO THE N W RADIUS 783.69 FT A DISTANCE OF 60.02 FT TH N 42M 33M 11SEC W 120.0 FT TH N ELY ALONG A CURVE CONCAVE TO THE N W RADIUS 663.69 FT A DISTANCE OF 506.29 FT TH TANGENT TO SAID CURVE N 1D 08M 54SEC E 297.79 FT TH N WLY ALONG A CURVE CONCAVE TO THE N E RADIUS 180.0 FT A DISTANCE OF 172.59 FT TH TANGENT TO SAID CURVE N 1D 07M 52SEC E 123.0 FT TH N 88D 52M 08SEC W 630.01 FT TO THE POB 22.20 ACRES

More commonly known as: 9300 Hubbard, Livonia, MI

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EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. Tenant may, at its option, replace this exhibit with a copy of the survey of the Site.

Tax ID#: 46-13-699-000-1000

