

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 1, 2015 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:02 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe and Trustees: Stan Eldridge, Scott Martin and Mike Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. RESOLUTION 2015-35, 2016 FISCAL YEAR BUDGET (Public Hearing Set at the November 17, 2015 Regular Meeting)

At 7:03 pm Supervisor Stumbo opened the Public Hearing on the 2016 Fiscal Year Budget. There were no comments. The Hearing Closed at 7:04 pm.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-35, 2016 Fiscal Year Budget (see attached).

The motion carried unanimously.

PUBLIC COMMENTS

Ms. Kaiser thanked the Township for the speakers who have attended the Neighborhood Watch meetings.

CONSENT AGENDA

A. MINUTES OF THE NOVEMBER 17, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR DECEMBER 1, 2015 IN THE AMOUNT OF \$379,107.78

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda.

The motion carried unanimously.

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ATTORNEY REPORT:

A. GENERAL LEGAL UPDATE

Attorney Winters explained when lawsuits are approved by the Township Board the person involved is given the opportunity to fix the problem. He said when they refuse to do the right thing, a lawsuit may ensue. He explained a recent case where the owner of the Oaks Apartments was ordered by the Court to do what the Township asked them to do and now it appears the property is coming into compliance.

OLD BUSINESS

- 1. REQUEST OF MARK NELSON, MAGISTRATE 14B COURT, FOR AUTHORIZATION FOR RENEWAL OF THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$110,000.00 FOR 2016 AND TO AUTHORIZE SIGNING OF THE CONTRACT (Tabled at the November 17, 2015 Regular Meeting)**

A motion was made by Treasurer Doe, supported by Trustee S. Martin to remove this tabled item.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Mark Nelson, Magistrate 14B Court, For Authorization For Renewal of The Drug Court Docket Grant in The Amount of \$110,000.00 For 2016 And to Authorize Signing of The Contract (see attached).

The motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #15**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #15 (see attached).

The motion carried unanimously.

- 2. RESOLUTION 2015-36, 2016 SUPERVISOR'S WAGE**

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Supervisor Stumbo requested to Abstain from voting on this agenda item. A motion was made by Trustee S. Martin, supported by Treasurer Doe to allow Supervisor Stumbo to Abstain From Voting.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	No	Doe:	Yes	M. Martin:	Yes

A motion was made by Trustee S. Martin, supported by Treasurer Doe to Approve Resolution 2015-36, 2016 Supervisor's Wage (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Abstain
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

3. RESOLUTION 2015-37, 2016 CLERK'S WAGE

The motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2015-37, 2016 Clerk's Wage (see attached).

The motion carried unanimously.

4. RESOLUTION 2015-38, 2016 TREASURER'S WAGE

Treasurer Doe Requested to Abstain from voting on this Agenda Item.

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to allow Treasurer Doe to Abstain From Voting.

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	No	Doe:	Yes	M. Martin:	Yes

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve Resolution 2015-38, 2016 Treasurer's Wage (see attached).

The motion carried, Treasurer Doe Abstained.

5. RESOLUTION 2015-39, 2016 TRUSTEE'S WAGE

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Resolution 2015-39, 2016 Trustee's Wage (see attached).

The motion carried unanimously.

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6. RESOLUTION 2015-40, 2016 NON-BARGAINING EMPLOYEES WAGES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-40, 2016 Non-Bargaining Employees Wages (see attached).

The motion carried unanimously.

7. RESOLUTION 2015-46, ADOPTION OF 2016 REGULAR MEETING DATES

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Resolution 2015-46, Adoption of 2016 Regular Meeting Dates (see attached).

The motion carried unanimously.

8. RESOLUTION 2015-47, AMENDMENT TO ELECTED OFFICIALS 2015 WAGES

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2015-47, Amendment to Elected Officials 2015 Wages (see attached).

The motion carried unanimously.

9. RESOLUTION 2015-48, 2016 ADOPTION OF ROBERT'S RULES OF ORDER

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2015-48, 2016 Adoption of Robert's Rules of Order (see attached).

The motion carried unanimously.

10. RESOLUTION 2015-49, 2016 DESIGNATION OF DEPOSITORIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-49, 2016 Designation of Depositories (see attached).

The motion carried unanimously.

11. RESOLUTION 2015-50, 2016 DESIGNATION OF NEWSPAPERS OF CIRCULATION

A motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2015-50, 2016 Designation of Newspapers of Circulation (see attached).

The motion carried unanimously.

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12. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO TERMINATE LICENSE AGREEMENT WITH FORE UP TEE TIME RESERVATION SOFTWARE AND TO APPROVE THE AGREEMENT WITH GOLF NOW TEE TIME RESERVATION SOFTWARE

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve Request of Justin Blair, Director of Golf, to Terminate License Agreement with Fore Up Tee Time Reservation Software and to Approve the Agreement with Golf Now Tee Time Reservation Software and Authorize the Signing of the Agreement (see attached).

The motion carried unanimously.

13. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE COMPOST CENTER PRICING FOR 2016

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Jeff Allen, Residential Services Director to Approve Compost Center Pricing for 2016 (see attached).

The motion carried unanimously.

14. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE POLICY ON THE SALE AND DISTRIBUTION OF RECYCLE BINS

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Request of Jeff Allen, Residential Services Director to Approve the Policy on the Sale and Distribution of Recycle Bins.

The motion carried unanimously.

15. REQUEST FOR APPROVAL OF LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND AMERICAN TOWER IN THE AMOUNT OF \$5,000.00 FOR AN OPTION PERIOD OF THREE YEARS. THE LEASE AMOUNT WILL BE \$22,577.80 FOR 2016 WITH A 3% INCREASE FOR EACH ADDITIONAL LEASE YEAR FOR USE OF PARCEL K-11-21-300-048 ON CIVIC CENTER PROPERTY BEHIND THE MAINTENANCE BUILDING IF THE TOWER IS BUILT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request for Approval of Lease Agreement Between Ypsilanti Township and American Tower in the Amount of \$5,000.00 for an Option Period of Three Years. The Lease Amount will be \$22,577.80 for 2016 with a 3% Increase for Each Additional Lease Year for use of Parcel K-11-21-300-048 on Civic Center Property Behind the Maintenance Building if the Tower is Built (see attached).

The motion carried unanimously.

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16. REQUEST OF DEBBIE AUE, SENIOR COORDINATOR FOR APPROVAL OF A GRANT IN THE AMOUNT OF \$4,941.00 FOR THE PURCHASE OF ROUND TABLES AND A RECTRAC SCANNING STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Debbie Aue, Senior Coordinator for Approval of a Grant in the Amount of \$4,941.00 for the Purchase of Round Tables and a Rectrac Scanning Station and to Authorize Signing of the Agreement (see attached).

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, TO AWARD LOW QUOTE FOR PRINTING OF THE HELPFUL HANDBOOK TO ALLEGRA PRINTING IN AN AMOUNT NOT TO EXCEED \$21,500.00 WITH A \$6,000.00 DEPOSIT TO BE PAID IN 2015 AND THE BALANCE TO BE PAID IN 2016 BUDGETED IN LINE ITEM #226-226-000-900-000. ALSO, REQUEST TO APPROVE POSTAGE FOR MAILING OF THE HELPFUL HANDBOOK IN AN AMOUNT NOT TO EXCEED \$10,000.00 BUDGETED IN LINE ITEM #226-226-000-730-000

A motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director, to Award Low Quote for Printing of the Helpful Handbook to Allegra Printing in an Amount Not to Exceed \$21,500.00 with a \$6,000.00 Deposit to be Paid in 2015 and the Balance to be Paid in 2016 Budgeted in Line Item #226-226-000-900-000. Also, Request to Approve Postage for Mailing of the Helpful Handbook in an Amount not to Exceed \$10,000.00 Budgeted in Line Item #226-226-000-730-000.

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn.

The motion carried unanimously.

The meeting adjourned at approximately 7:29 p.m.

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Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**STATE COURT ADMINISTRATIVE OFFICE (SCAO)
OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT**

**Subcontract Agreement
between**

SCAO

Federal I.D. Number: 38-600134

and

GRANTEE: 14B District Court - Adult District Drug Court

Federal I.D. Number: 38-6007433

Contract Number: 5178

Grant Amount: \$110,000

Project Title: SCAO OHSP Grant Program

CFDA Number: 20.601

CFDA Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant

Federal Agency Name: U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)

Federal Grant Award Number: AL-16-05

Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive Grants I

- I. **Period of Agreement:**
This agreement shall commence on October 1, 2015, and terminate on September 30, 2016. This agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the SCAO.
- II. **Agreement Amount and Budget:**
This agreement incorporates the Grantee's approved grant application request and most recently approved budget. Any changes to the Project Budget must be requested by the Grantee with a Contract Amendment form in WebGrants, subject to approval by the SCAO. Budget deviation allowances are not permitted.
- III. **Relationship:**
The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO. No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either

express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits. The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this agreement, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees. The Grantee understands and agrees that all parties furnishing services pursuant to this agreement are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this agreement. The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

IV. **Insurance:**

The Grantee should carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this agreement.

V. **Scope of Services:**

Upon signing of this agreement, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this agreement. In no event does this agreement create a charge against any other funds of the SCAO or the Michigan Supreme Court. The Grantee, and the Grantee's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this agreement and in any amendments to this agreement. Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, agreements, and similar agreements, shall remain the sole responsibility of the SCAO.

VI. **Statement of Work:**

The Grantee agrees to undertake, perform, and complete the services described in its approved grant application. Any changes to the work described in the grant application must be requested using a Contract Amendment form in WebGrants. The Grantee may not assign the performance under this agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

VII. **Publication Rights:**

The Grantee shall give proper recognition in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

"The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the State Court Administrative Office, Michigan Office of Highway Safety Planning, or the U.S. Department of Transportation, National Highway Traffic Safety Administration. The report was prepared in cooperation with the State Court Administrative Office, the Michigan Office of Highway Safety Planning, and the U.S. Department of Transportation,

National Highway Traffic Safety Administration."

The SCAO shall, in return, give recognition to the Grantee and/or Subcontractor when applicable.

VIII. General Public Information and Education Requirements:

- A. All original electronic files including, designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the SCAO by an agreed upon due date between SCAO and the grantee. The items will remain property of the Michigan State Police, Office of Highway Safety Planning, and shall not be subject to copyright protection by the Grantee or their agents. Items will be submitted to the SCAO immediately after production of the item. The SCAO will hold the final grant reimbursement until all of the above items have been submitted. The Grantee shall not enter into agreement that includes any time limits on rights for music, talent, artwork, or photographs. The Grantee shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.
- B. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements listed below for more details. Audio materials must include the OHSP tag line. All materials, including audio and video materials, must be approved by the SCAO prior to production. Audio and video scripts must be submitted for review and approval. Approval will be given within one week of receipt by the SCAO. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by safety belts or child passenger safety devices unless the lack of restraints is for demonstration and educational purposes.
- C. In accordance with Title II Part 225 of the Code of Federal Regulations, messaging costs which are of a public relations nature, and designed in whole or in part to promote either an individual or a governmental unit, is prohibited and not eligible for reimbursement.
- D. The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."
- E. All public communications or news releases concerning this project shall state the project is financed with funds administered through OHSP.
- F. The purchase of program advertising space by Grantees on TV, radio, magazines, newspapers, billboards, etc. is not an allowable expense and will not be reimbursed.

IX. State of Michigan Printing Requirements:

The following items require the prior approval of the SCAO:

- Flyers
- Posters
- Brochures
- Printing requirement two or more colors of ink
- Annual reports
- Newsletters
- Printing requiring photographs

- Printing projects that include silk screened folders or binders, die-cut folders or covers, holograms, foil printing, embossing, or engraving.

Paper stock shall be standard sizes, as unusual sizes and special-order paper stock is more expensive than standard size and result in additional waste.

X. **Copies:**

The SCAO will require one electronic copy of any publication produced with federal traffic safety grant funds if the items are not distributed statewide. The copy can be submitted via email, CD, or flash drive. The SCAO will require three copies of any of the following produced with federal traffic safety grant funds if they are distributed statewide. These copies are distributed throughout the state of Michigan's library system:

- Annual reports
- Manuals, handbooks, and training materials
- News releases
- Statistics

The SCAO will require three copies of any of the following produced with federal traffic safety grant funds if they are distributed statewide. These copies are housed as part of Michigan's library system:

- Posters
- Brochures
- Flyers

If the publication is available on a publicly accessible website, a link to the document must also be provided to the SCAO. The state of Michigan's library system will then include it in its digital archive.

XI. **Closed Captioning:**

All DVDs must be closed captioned. This includes any online videos. Public communications or news releases concerning this project shall state that the project was financed with funds administered through the OHSP.

XII. **Social Media Use and Approval:**

Posts to social media accounts such as Facebook and Twitter associated with federally funded grants and projects require prior approval from the SCAO before release to the public. Approval will be granted on a case by case basis.

XII. **Performance Measurement Data and Reporting:**

The Grantee agrees to submit and is responsible for timely, complete, and accurate reports as identified in Attachment 1. The failure of the Grantee to comply with this requirement may result in the withholding of funds and or termination of this agreement. The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS). If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

XIII. **Payment Processing:**

- A. The SCAO, in accordance with the general purposes, objectives, and terms and conditions of this agreement, will provide payment to the Grantee based upon appropriate reports, records, and documentation maintained by the Grantee. Any billing or request for reimbursement for subcontract costs must be supported by adequate source documentation on costs and services. A document entitled “Acceptable Back up Documentation for Federal Cost Claims” is available from the OHSP to assist with identifying adequate back-up documentation. Costs charged to this grant cannot be charged to any other program. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges. Payment requests must be submitted to the SCAO in a timely manner such that the SCAO can subsequently request reimbursement from the OHSP within the required reimbursement period. The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget’s website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.
- B. The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO’s fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- C. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.
- D. Payments for salaries and wages shall be supported by time and attendance reports, based on an after-the-fact distribution of time, which shows details of the activities performed. Grantees must maintain activity logs which document the actual amount of time spent on this grant project, and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.
- E. Reimbursement for wages and fringe benefits shall be based on actual costs not budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers compensation, and retirement, but if any of these costs are structured so that they do not increase with overtime, such increases cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringe benefits can be claimed). Fringe benefit rates must be reasonable, in accordance with federal cost principles. Grantees shall comply with all state labor laws.

- F. Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All Grantees or subgrantees awarding contracts or subcontracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18 – Uniform Administrative Requirements For Grant And Cooperative Agreements To State and Local Governments, § 18.36 Procurement. All contracts for the purpose of developing public information materials (print, audio, or video) must be submitted to the SCAO for review prior to entering into the contractual agreement with the vendor.
- G. Automotive expenses submitted shall be based on the actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times mileage rate. The maximum rate is the State’s standard travel rate, but if the grantee’s rate is less, then the lesser amount must be used. The rate will be determined when the budget is approved.
- H. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee’s published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.
- I. Postage, telephone, and grant related travel costs shall be documented by log or meter and submitted with the reimbursement request.
- J. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- K. Goods purchased through the grant shall be received in acceptable conditions. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending, the grantee shall contact the SCAO program coordinator.
- L. The grantee shall use generally accepted accounting principles.
- M. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the SCAO regardless of the dollar amount. In addition, grantees receiving from SCAO for multiple projects must have a separate account for each grant project. It is the responsibility of the oversight agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by SCAO.
- N. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.
- O. The following deviations from the approved budget require prior approval from SCAO:
 - A. A specific item of cost not included in the approved budget.
 - B. An increase in the number of specific item over and above the total authorized.
- P. A delay in submitting support documentation may result in the suspension of all grant activity.
- Q. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

XIV. **Employee Time Certifications:**

It is the Grantee's obligation to notify the SCAO immediately when an OHSP-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All agreement-funded employees will complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants. The grantee's failure to submit Employee Time Certification forms could result in loss of position funding.

XV. **Record Maintenance/Retention:**

The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of this agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

XVI. **Authorized Access:**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, the OHSP, Program Evaluators (contracted by the OHSP or the SCAO), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule, or regulation. The SCAO and/or the OHSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The SCAO and/or the OHSP may request that a funded program be evaluated by a contracted outside evaluation team. Grantees shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XVII. **Confidential Information:**

In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this agreement to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary

information to the SCAO immediately upon the termination of this agreement. Both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under the provisions of this agreement or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

XVIII. **Human Subjects:**

The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

XIX. **Subcontractor/Vendor Monitoring:**

The Grantee must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 *et seq.* requirements and must forward all single audits covering grant funds administered through this agreement to the SCAO. The SCAO is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings and ensuring that corrective actions are implemented in accordance of OMB Circular A-133. The SCAO is responsible for ensuring that the Grantee is expending grant funds appropriately as specified through this agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations and provisions as well as ensure that performance goals are achieved. The SCAO shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The SCAO must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XX. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Grantee that is associated with this agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this agreement, the Grantee shall immediately notify the SCAO, in writing, that such an investigation is ongoing or that a charge has been issued.

XXI. **Agreement Suspension/Termination:**

In addition to forfeiture under Section XIII, the SCAO and/or the Grantee may suspend and/or terminate this agreement without further liability or penalty to the SCAO for any of the following reasons:

- A. This agreement may be suspended by the SCAO if any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur.
- B. Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement.

- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this agreement or other report or document.
- E. This agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which, in the sole discretion of the National Highway Traffic Safety Administration, reflects on the Grantee's business integrity; any activity in Section XX of this agreement during the term of this agreement or any extension thereof.
- G. This agreement may be terminated immediately without further financial liability to the SCAO if funding for this agreement becomes unavailable to the SCAO.
- H. If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO OHSP grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

XXII. **Final Reporting Upon Termination:**

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this agreement. The SCAO will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs.

XXIII. **Severability:**

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

XXIV. **Liability:**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by, or arises out of, the

action or failure to act on the part of any Grantee employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by statute or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the SCAO in the performance of this agreement shall be the responsibility of the SCAO, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the SCAO, anyone directly or indirectly employed by the SCAO, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the SCAO or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the SCAO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the SCAO in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the SCAO, or their employees, respectively, as provided by statute or court decisions.

XXV. **Michigan Law:**

This agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

XXVI. **Debt to State of Michigan:**

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

XXVII. **Disputes:**

- A. The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this agreement within seven days of discovery of the alleged breach.
- B. The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this agreement; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.
- C. The Grantee and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

XXVIII. **Certifications and Assurances:**

The Grantee must adhere to all applicable Certifications and Assurances provided in this section. The failure to do so may result in the termination of grant funding or other remedies.

A. **Certifications:**

The Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this agreement requires compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying" and 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

B. **Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Grantee certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the grantee shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This certification is a material representation of fact upon which reliance was placed when the grant application was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
4. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. A State official whose salary is supported with NHTSA funds is not precluded from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

C. **Business Integrity Clause:** The SCAO may immediately cancel the grant without further liability to the SCAO or its employees if the grantee is

convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SCAO, reflects the grantee's business integrity

- D. Debarment, Suspension and Other Responsibility Matters (Direct Recipient): As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):
1. The Grantee certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.
- E. Drug-Free Workplace: The grantee and subgrantees agrees to abide by the Federal Drug-Free Workplace Act (49 CFR Part 29 Sub-part F).
- F. Standard Assurances:
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements).
The Grantee also specifically assures and certifies that:
1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the general office, through any authorized representative, timely access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using federal financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that federal financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with federal financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from federally-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by federal funds are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Grantee shall clearly document the number of hours spent on secular activities associated with the federally-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. The Grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The Grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following: The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits

discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Publ. L. 101-336), as amended (42 U.S.C. 12101, et seq.) which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Section 523 and 527 of the Public Health Service Act of the 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing ; (j) any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).

7. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
8. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Grantee understands that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Grantee's budget, and may not supplant (replace) state, local or tribal funds that otherwise would have been spent on positions and/or any other items approved in this agreement budget if it had not received a grant award. The Financial Officer or Authorizing Official may not be funded

under this grant. This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.]
4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
5. The grantee shall not use grant funds to supplant state or local funds, or, the resources that would otherwise have been made available for this program. Further, if a position is created by a grant and is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee must stop charging the grant for the new position. Upon filling the vacancy, the grantee may resume charging the grant position.

H. The Hatch Act:

1. Grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices or Employees.

I. Buy America Act:

1. Only items produced in the United States may be purchased with federal funds unless the Grantee can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall

project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to the SCAO for approval by the appropriate governing authority.

2. The Grantee or its contractors agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement.

J. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act of 1996 is pertinent to the services that the Grantee provides to the SCAO under this agreement, the Grantee assures that it is in compliance with the HIPAA requirements including the following:

1. The Grantee must not share any protected health data and information provided by the SCAO or the OHSP that falls within the HIPAA prohibitions.
2. The Grantee must require the subcontractor not to share any protected health data and information from the SCAO that falls under the HIPAA requirements in terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to report to the SCAO any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Grantee becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Section XXII, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Grantee from the SCAO, the OHSP, or any other source.

XXIX. **Conditions on Expenses:**

Costs must be reasonable and necessary. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the SCAO. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace. Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured

through the distribution of an adequate number of proposal solicitations.

1. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open and free competition. Maximum, open and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
2. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) qualified sources.
3. Competitive Bids: For purchases over \$25,000, the Grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan. The Grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement.

XXX. **Conflict of Interest:**

The SCAO and the Grantee are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XXXI. **Compliance with Applicable Laws and Agreements:**

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement, as well as the terms of the agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said agreement.

XXXII. **Agreement Signatures:**

The Grantee hereby accepts this agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the SCAO to the OHSP. This agreement becomes effective when signed by the parties. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The Grantee agrees to provide the SCAO with a copy of the Single Audit Report of the Grantee's entity.

XXXIII. **Entire Agreement:**

Except for the Grantee's approved grant application, application assurances, and most recently approved budget, this agreement contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this agreement exists to bind either of the parties.

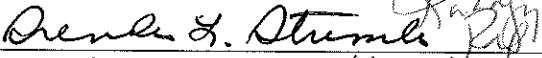
XXXIV. **Delivery of Notice:**

Written notices and communications required under this agreement shall be delivered

by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact Mark Nelson, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

Court Authorized Official Signature: 	SCAO Authorized Official Signature:
Name: Brenda L. Stumbo / Kara Lowry Roc Date: Dec. 2, 2015	Name: Date:

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)
FY 2016 REPORTING REQUIREMENTS**

October 1, 2015 through September 30, 2016

DCCMIS DATA EXCEPTION REPORTS	
DUE DATE	NOTE
February 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2015, through December 31, 2015.
May 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2016, through March 31, 2016.
August 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2016, through June 30, 2016.
November 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2016, through September 30, 2016.
DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2016	Courts will be confirming user access to DCCMIS.
CLAIMS	
DUE DATE	NOTE
January 10, 2016	Courts will be reporting on expenditures from October 1, 2015, through December 31, 2015.
April 10, 2016	Courts will be reporting on expenditures from January 1, 2016, through March 31, 2016.
July 10, 2016	Courts will be reporting expenditures from April 1, 2016, through June 30, 2016.
October 10, 2016	Courts will be reporting expenditures from July 1, 2016, through September 30, 2016.
PROGRESS REPORTS	
DUE DATE	NOTE
April 30, 2016 Interim	Courts will be reporting on progress made during the first half of the grant period – October 1, 2015, through March 31, 2016.
October 30, 2016 Final Report	Courts will be reporting on progress made during the second half of the grant period – April 1, 2016, through September 30, 2016.
OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS	
DUE DATE	NOTE
January 10, 2016	Courts will be reporting on activity occurring during the time period of October 1, 2015, through December 31, 2015.
April 10, 2016	Courts will be reporting on activity occurring during the time period of January 1, 2016, through March 31, 2016.
July 10, 2016	Courts will be reporting on activity occurring during the time period of April 1, 2016, through June 30, 2016.
October 10, 2016	Courts will be reporting on activity occurring during the time period of July 1, 2016, through September 30, 2016.

PROGRAM INCOME VERIFICATION	
DUE DATE	NOTE
January 10, 2016	Courts will be verifying whether program income is collected.
OHSP EMPLOYEE TIME CERTIFICATION REPORTS	
DUE DATE	NOTE
April 10, 2016	Courts will be reporting on employee time paid for by the grant during the time period of October 1, 2015, through March 31, 2016.
October 10, 2016	Courts will be reporting on employee time paid for by the grant during the time period of April 1, 2016, through September 30, 2016.

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #15**

December 1, 2015

101 - GENERAL OPERATIONS FUND **Total Increase** \$12,054.60

Increase salary by amendment to the resolution of the elected officials due to the additional pay period. This will cover earned wages from December 18 to December 31 of 2015. This will affect the wages and FICA line items in their respective departments. We will be changing the resolution for the elected officials to a bi-monthly pay beginning in 2016 at the suggestion of our auditor, David Williamson. This way we will avoid the extra pay period in 11 years. This will be funded by an appropriation from prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$12,054.60
			<u>\$12,054.60</u>
		Net Revenues	<u><u>\$12,054.60</u></u>
Expenditures:	Wage - Trustees	101-101-000-703.000	\$2,305.16
	FICA - Trustees	101-101-000-715.000	\$176.35
	Wage - Supervisor	101-171-000-703.000	\$2,964.26
	FICA - Supervisor	101-171-000-715.000	\$226.77
	Wage - Clerk	101-215-000-703.000	\$2,964.26
	FICA - Clerk	101-215-000-715.000	\$226.77
	Wage - Treasurer	101-253-000-703.000	\$2,964.26
	FICA - Treasurer	101-253-000-715.000	\$226.77
		Net Expenditures	<u><u>\$12,054.60</u></u>

236 - 14B DISTRICT COURT FUND **Total Increase** \$27,500.00

Increase revenue and expenditure budget for State Grant for the period between October 1 through December 27 for a grant received for Drug Court Docket funding. This will be funded by a State Grant.

Revenues:	State Grant	236-000-000-569.019	\$27,500.00
			<u>\$27,500.00</u>
		Net Revenues	<u><u>\$27,500.00</u></u>
Expenditures:	14B Court Special Projects	236-136-000-802.200	\$27,500.00
		Net Expenditures	<u><u>\$27,500.00</u></u>

893 - NUISANCE ABATEMENT FUND **Total Increase** \$4,000.00

Increase board ups enforcement cost and noxious weed enforcement cost in the Nuisance Abatement Fund. This will be funded by the increase to the services changes for board up of vacant & residential properties revenue.

Revenues:	Board Up Revenue Vac Res	893-000-00-672.002	\$4,000.00
			<u>\$4,000.00</u>
		Net Revenues	<u><u>\$4,000.00</u></u>
Expenditures:	Board Up Enforcement cost	893-893-000-806.002	\$2,000.00
	Noxious weed enforcement cost	893-893-000-806.003	\$2,000.00
		Net Expenditures	<u><u>\$4,000.00</u></u>

Motion to Amend the 2015 Budget (#15):

Move to increase the General Fund budget by \$12,054.60 to \$10,213,735 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$27,500 to \$1,605,351 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$4,000 to \$52,869 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-36
ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Supervisor was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

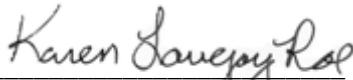
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-37
ESTABLISH TOWNSHIP CLERK'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Clerk was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

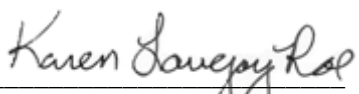
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-38
ESTABLISH TOWNSHIP TREASURER'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Treasurer was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

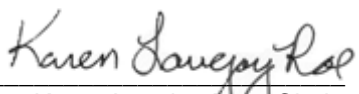
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

12/1/15

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-38 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-39**

ESTABLISH TOWNSHIP TRUSTEES' SALARY

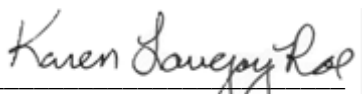
WHEREAS, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

NOW THEREFORE BE IT RESOLVED that the salary of the office of Trustee shall not be increased for 2016 and will remain at the 2015 original salary of \$14,983.41 annually; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-39 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-40

CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS administrative and confidential employees received a 3% decrease in 2010 and in 2011 and 2012, their paid time off was decreased by 8 days, which is equivalent to a 3% reduction and was restored in 2013; and

WHEREAS in 2013, their salary remained the same as in 2010, 2011 and 2012;

WHEREAS in 2014, their salary was restored to their 2009 total salary; and

WHEREAS in 2015, they received a 1.5% increase, the same as AFSCME and Teamster employees; and

WHEREAS in 2016, AFSCME and Teamsters employees will again receive a contractual 1.5% increase; and

WHEREAS due to the way our payroll weeks fall in 2016, administrative and confidential employees will receive 27 pays (this only happens once every 11 years). AFSCME and Teamsters employees will receive their 27 pays in 2015. Using modified accrual accounting, one week has been added to the budget but the salary resolution only includes the 1.5% increase;

NOW THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees are recommended to be as follows for 2016:

	2010	2011	2012	2013	2014	2015	2016
	Total	Total	Total	Total	Total	Total	Total
	Salary	Salary	Salary	Salary	Salary	Salary	Salary
Deputy Supervisor	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Note 1 Neighborhood Watch Coordinator	\$ -	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 10,000	\$ 10,000
Deputy Clerk	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Deputy Treasurer	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Human Resource Generalist II	\$52,405	\$ 54,905	\$54,905	\$52,404	\$ 54,026	\$ 54,839	\$ 55,662
Note 2 Quality Assurance Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,750
Accounting Director	\$80,489	\$ 70,000	\$70,000	\$70,000	\$ 70,630	\$ 71,689	\$ 72,765
Assessor	\$28,700	\$ 40,000	\$40,000	\$35,000	\$ 40,000	\$ 40,000	\$ 40,000
Note 3 Building Director	\$74,823	\$ 74,823	\$74,823	\$74,823	\$ 77,137	\$ 77,137	\$ 74,000
Planning Director	\$ -	\$ 65,000	\$65,000	\$65,000	\$ 66,950	\$ 67,954	\$ 68,974
Note 4 Recreation Services Manager	\$73,239	\$ 73,239	\$73,239	\$73,239	\$ 75,504	\$ 60,000	\$ 60,900
Hydro Operator	\$53,690	\$ 53,690	\$53,690	\$53,690	\$ 55,301	\$ 56,131	\$ 56,973
Fire Chief	\$74,690	\$ 74,690	\$74,690	\$74,690	\$ 77,000	\$ 79,310	\$ 80,500
Police Services Administrator	\$79,528	\$ 79,528	\$79,528	\$79,528	\$ 81,988	\$ 83,218	\$ 84,466
OCS Executive Administrator	\$ -	\$ -	\$ 0	\$ 0	\$ -	\$ 60,000	\$ 60,900
14B District Court Judge	\$45,724	\$ 45,724	\$45,724	\$45,724	\$ 45,724	\$ 45,724	\$ 45,724
Magistrate/Court Administrator	\$45,000	\$ 45,000	\$67,258	\$67,258	\$ 67,863	\$ 68,881	\$ 69,914
Court Administrator	\$56,070	\$ 56,070	\$ 0	\$ 0	\$ -	\$ -	\$ -
Secretary/Court Recorder	\$49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241	\$ 49,980	\$ 50,729
Secretary/Court Recorder	\$49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241	\$ 49,980	\$ 50,729
Residential Services Director	\$81,104	\$ 81,104	\$81,104	\$81,104	\$ 83,612	\$ 84,866	\$ 86,139
Golf Course Superintendent	\$77,520	\$ 75,194	\$75,194	\$75,194	\$ 75,194	\$ 75,194	\$ 76,322
Assistant to Golf Course Superintendent	\$29,650	\$ 29,650	\$29,650	\$29,650	\$ 29,650	\$ 29,650	\$ 30,095
Golf Operations Director	\$48,892	\$ 48,892	\$48,892	\$48,892	\$ 54,892	\$ 50,000	\$ 50,750

Note 1 The duties for Neighborhood Watch continue to be split between the Supervisor and Deputy Supervisor.

Note 2 The new Quality Assurance Specialist was hired in August 2015. The amount listed for the 2016 salary includes the 1.5% increase but the increase won't be given until August 2016.

Note 3 The new Building Director was hired in April 2015 and as part of his employment agreement, he would receive step increases after 6 months and 1 year of employment. The amount listed for the 2016 salary is what it will be after the 2nd step increase but the increase won't be given until April 2016.

Note 4 The new Recreation Services Manager was hired in August 2014. The responsibilities for the gatehouse attendants and park rangers now fall under the Quality Assurance Specialist. Therefore, the position was given a lower salary than the former Recreation Director.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-40 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



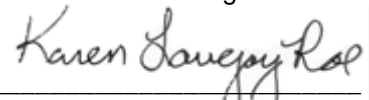
Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2015 - 46**

**ADOPTION OF REGULAR BOARD MEETING DATES
FOR THE 2016 CALENDAR YEAR**

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2016 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-46 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2016

Work Session 5:00 p.m. Civic Center Board Room	Regular Meeting 7:00 p.m. Civic Center Board Room
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In 2016, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, and December and on the 3rd Tuesday of each month in January, June, July, August, and September.

Tuesday January 19, 2016

Tuesday February 2, 2016
Tuesday February 16, 2016

Tuesday March 1, 2016
Tuesday March 15, 2016

Tuesday April 5, 2016
Tuesday April 19, 2016

Tuesday May 3, 2016
Tuesday May 17, 2016

Tuesday June 21, 2016

Tuesday July 19, 2016

Tuesday August 16, 2016

Tuesday September 20, 2016

Tuesday October 4, 2016
Tuesday October 18, 2016

Tuesday November 1, 2016
Tuesday November 15, 2016

Tuesday December 6, 2016
Tuesday December 20, 2016

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

**Revised December 9, 2015 to include a meeting date for November 1, 2015 that was not originally scheduled.

RESOLUTION 2015 - 47

Elected Officials 2015 Wages

(A Resolution to Amend Resolutions 2014-29, 30, 31 & 32)

WHEREAS, the 2015 salaries of the elected officials were set by adopted Resolutions 2014-29, 30, 31 & 32 on December 2, 2014 for the calendar year 2015, and

WHEREAS, the elected officials are paid bi weekly in accordance with township policy, and

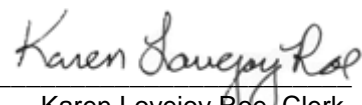
WHEREAS, the number of pay periods on a bi weekly schedule for elected officials in 2015 is 27, and

WHEREAS, in order to pay elected officials for the final two weeks in December 2015 the Township Board must amend the 2015 Elected Officials Wage Resolutions; Resolutions 2014-29,30,31 & 32,

NOW THEREFORE, BE IT RESOLVED that the 2015 Salary Resolutions 2014-29, 30, 31 and 32 for the elected official's wages for 2015 are hereby amended as follows:

- Supervisor, Clerk and Treasurer to \$80,034.99
- Trustees to \$15,559.70

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-47 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

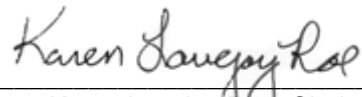
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015 - 48

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2016 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-48 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

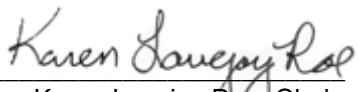
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-49

**DESIGNATION OF DEPOSITORIES
FOR 2016**

NOW THEREFORE, BE IT RESOLVED that First Merit Commercial and Savings Bank, Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank and Key Bank, and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2016 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-49 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

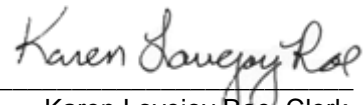
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015 – 50

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2016 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-50 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

This Order Form, together with the Standard Terms and Conditions attached hereto and incorporated herein by reference, shall constitute a binding legal agreement between GolfNow, LLC ("GOLFNOW") and Charter Township of Ypsilanti ("COURSE" – Legal Entity Name) (individually, a "Party" and collectively, the "Parties") (the "Agreement") and shall be effective as of December 23, 2015 (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for COURSE's golf courses listed below.

GOLFNOW: GolfNow, LLC 7580 Golf Channel Drive Orlando, FL 32819	COURSE (Legal Entity Name): Charter Township of Ypsilanti COURSE Address: 1775 E Clark Road Ypsilanti, MI 48198
	COURSE's Golf Courses: Green Oaks Golf Course

Prepared By:	Bradley Rogers	COURSE Contact Name:	Justin Blair
Phone:	630.747.5995	COURSE Contact Phone:	734.649.2778
Email:	bradley.rogers@golfchannel.com	COURSE Email:	jblair@yptownship.org
Fax:	N/A	COURSE Fax:	N/A

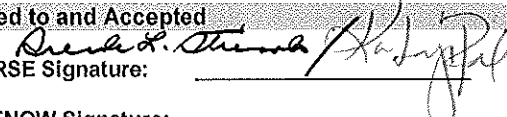
Initial Term: Two (2) Years from the Effective Date and shall be non-cancellable. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ON A MONTH-TO-MONTH BASIS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST SIXTY (60) DAYS IN ADVANCE.**

DISTRIBUTION		PAYMENT
GolfNow Core Platform		See Specific Payment Terms Below
GolfNow Booking Engine		
GolfNow Mail		
Facebook Booking Engine		
PREMIUM OFFERINGS		PAYMENT
GolfNow Premium Technology Platform		See Specific Payment Terms Below
TeeTimes.com		
Website Development and Hosting		
[SELECT SERVICE]		
TECHNOLOGY		PAYMENT
GolfNow Reservations II		See Specific Payment Terms Below
[SELECT SERVICE]		
[SELECT SERVICE]		
[SELECT SERVICE]		
SERVICES		PAYMENT
[SELECT SERVICE]		N/A
[SELECT SERVICE]		
HARDWARE		PAYMENT
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
ONLINE MARKETING		ACKNOWLEDGED
Does COURSE agree to grant GOLFNOW permission to purchase keywords in search engine marketing that include COURSE's name, or any other trade name, trademark or other intellectual property belonging to COURSE?		YES

TOTAL PAYMENT(s): Two (2) Trade Times per day, per golf course

Trade Time(s): A single 'Trade Time' is defined as four (4) individual 18-hole rounds (with cart) per day or one hundred twenty (120) individual 18-hole rounds (with cart) per month made available for sale by GOLFNOW for its own benefit. (By way of example, if COURSE's total payment to GOLFNOW is three (3) Trade Times, COURSE shall provide GOLFNOW with twelve (12) individual 18-hole rounds (with cart) per day or three hundred sixty (360) individual 18-hole rounds (with cart) per month). The tee times of such rounds shall be mutually agreed upon within the time period beginning thirty (30) minutes after COURSE opening and ending four and one half (4.5) hours prior to dusk. If necessary, GOLFNOW shall have the ability to sell Trade Times in quantities of greater than 4 rounds per day in order to meet the 120 round monthly total. GOLFNOW shall have the ability to sell Trade Times at a price that is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com and GOLFNOW's network of partner websites.

Agreed to and Accepted

COURSE Signature:  Printed Name: Brenda L. Stumbo / Karen Lougry Ross Date: 12-2-15

GOLFNOW Signature: _____ Printed Name: _____ Date: _____

Standard Terms and Conditions

"GOLFNOW" shall mean GolfNow, LLC and GolfNow G1, LLC collectively. COURSE shall mean the legal entity listed as 'COURSE' on the included Order Form. The parties acknowledge and agree that except as otherwise provided herein, the Standard Terms and Conditions and any applicable Addendum shall be updated and amended from time to time by GOLFNOW in its sole discretion. COURSE's use of the Services and Software hereunder shall be subject at all times to the then current Standard Terms and Conditions and/or applicable Addendum. Should the Standard Terms and Conditions and/or applicable Addendum be amended, GOLFNOW shall provide COURSE with at least sixty (60) days' prior written notice of such change and COURSE shall have the option to terminate this Agreement within thirty (30) days of receipt of such notice.

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and/or enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites, or any other distribution channel. GOLFNOW shall apply the latest version of the GOLFNOW Services to the marketing and administration of COURSE tee times. GOLFNOW shall notify COURSE in advance in writing of any GOLFNOW Services updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE shall provide GOLFNOW with access to all of the internal and external systems (including third party systems licensed to COURSE) necessary for GOLFNOW to provide the Services. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible; with proper communication to GOLFNOW regarding changes in availability, course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "Software"). COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.

3. **GOLFNOW-Owned Hardware.** To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW within fourteen (14) days upon the

earlier of termination of this Agreement due to breach or expiration of the Term.

4. **Fees and Pricing.** COURSE's payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the option of selecting one of the 'Flexible Payment Options' outlined within Exhibit A. If COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain \$1.24/round and remit the remainder to COURSE. If applicable, COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. COURSE acknowledges and agrees that COURSE's payment to GOLFNOW is a material element of this Agreement. Due to this material element, in the event that COURSE does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event"), COURSE shall be required to pay GOLFNOW a fee of \$250 per golf course per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event, or (ii) the end of the current Term, whichever is shorter.

5. **Term and Termination.** The initial term of this Agreement shall be for the period of time as set forth on the attached Order Form (the "Term") and shall be non-cancellable. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software (including all copies), and sign a statement certifying same.

6. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.

7. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The GOLFNOW and COURSE both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified. GOLFNOW shall be free to provide certain required levels of access to contracted third-party vendors, etc...that may need access to such data in order to provide services.

Standard Terms and Conditions

8. Privacy Policies and Terms of Use. COURSE will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to end users; and (c) comply with such policy and terms of use. GOLFNOW will maintain a separate privacy policy and terms of use on all modules and booking engines that are hosted on COURSE's website(s) that pertain solely to the collection and processing of any customer data through these modules and/or booking engines, but not to any other component or function of COURSE's website(s).

9. Limited Warranties and Remedies. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. COURSE represents and warrants to GOLFNOW that any intellectual property provided to GOLFNOW by COURSE (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. COURSE agrees to indemnify GOLFNOW for any alleged or actual breach of this warranty. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be the repair/replacement of the Software.

10. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

11. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. COURSE acknowledges and agrees that GOLFNOW's sharing of personally identifiable customer information shall at all times be governed by the terms of GOLFNOW's then current privacy policy and terms of use. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

12. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party.

Standard Terms and Conditions

13. **Traffic Assignment.** In the event that GOLFNOW is providing Website Hosting/Development and/or Mobile Website Hosting/Development for COURSE, COURSE hereby assigns such traffic numbers to GOLFNOW for comScore traffic reporting or other applicable reporting services. COURSE agrees to execute any and all documentation necessary to effectuate such traffic assignment to GOLFNOW.

14. **Binding Nature; Assignment.** This Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without COURSE's consent, GOLFNOW may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries, (ii) its parent company, or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

15. **Confidentiality.** This Agreement and its terms and conditions are confidential and may not be disclosed by any party without the prior written consent of the other party except: (a) to a party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; or (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction. Each party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this Section 15.

16. **Miscellaneous.** This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter and not in reliance upon any representation or promises made by any party, its attorneys or its agents. The parties hereby acknowledge and agree that GOLFNOW is an independent contractor and not an employee, agent, joint venturer or partner of COURSE or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this

Agreement. None of the parties shall have any power to obligate or right to bind any other party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties.

PRODUCT SPECIFIC TERMS AND CONDITIONS

17. **G1 Operating System.** In the event that GOLFNOW is licensing the G1 Operating System to COURSE, COURSE hereby agrees that its use of the G1 Operating System shall be subject to the then current 'G1 Operating System Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'G1 Operating System Addendum', the 'G1 Operating System Addendum' shall control.

18. **GolfNow Answers.** In the event that GOLFNOW is providing the GolfNow Answers service to COURSE, COURSE hereby agrees that its use of the GolfNow Answers service shall be subject to the then current 'GolfNow Answers Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'GolfNow Answers Addendum', the 'GolfNow Answers Addendum' shall control.

19. **GolfNow Plus.** In the event that GOLFNOW is providing the GolfNow Plus service to COURSE, COURSE hereby agrees to initial and sign the then current 'GolfNow Plus Acknowledgement' document incorporated herein by reference. COURSE further agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance (in compliance with laws) and employers' liability insurance with a limit not less than one million dollars (\$1,000,000); and (iii) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GOLFNOW must be listed as an "additional insured" on the policies described above. Promptly after signing this Agreement, COURSE will deliver to GOLFNOW certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice will be provided in accordance with the notice provisions set forth herein. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GOLFNOW. Failure to request evidence of insurance is not a waiver of COURSE's obligation to obtain the required insurance. Notwithstanding the foregoing, this insurance provision shall not apply if COURSE chooses the GolfNow Plus (Technology Only) option. In addition, COURSE agrees to indemnify and hold GOLFNOW and its parent company and its and their respective officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, related to (i) any breach of this Agreement by COURSE, (ii)



Standard Terms and Conditions

GOLFNOW's execution of the Services in accordance with the terms of this Agreement. Should GOLFNOW waive the Installation Fee for COURSE, and if this Agreement is terminated by COURSE prior to the expiration of the Initial Term, then COURSE shall pay to GOLFNOW an early termination fee of Two Thousand Dollars (\$2,000), prorated based on the number of months remaining in the Initial Term. GOLFNOW may collect this early termination fee via Trade Times.

EXHIBIT A – FLEXIBLE PAYMENT OPTIONS

BARTER

Standard

- GOLFNOW takes the risk of selling daily foursomes
- Time of foursome mutually agreed upon
- Price of foursome controlled by GOLFNOW
- Newly designed course booking engine included

Jointly Managed

- GOLFNOW and COURSE determine mutually agreeable price floor for daily foursome
- Monthly utilization for daily foursome is also mutually agreed upon
- Newly designed course booking engine required

Course Controlled

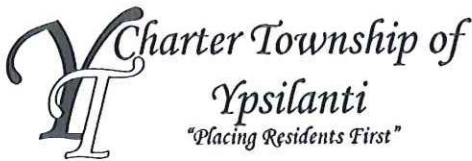
- GOLFNOW provides course with tool to manage the sale of barter
- COURSE controls sale of all barter rounds (price and time) to achieve the equivalent of one foursome daily, X number of monthly playable days
- Monthly cash reconciliation required

LINEAR | COMMISSION

- GOLFNOW and COURSE determine mutually agreeable per round commission %
- Commission % prepaid at point-of-purchase by golfer; balance paid at check-in
- Rate parity required
- Inventory requirements also exist

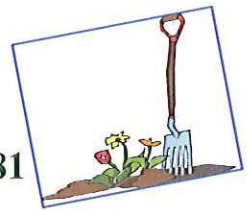
CASH

- Calculated at value of one foursome daily, X daily APR, X number of monthly playable days
- Newly designed course booking engine included



Compost Site

2600 East Clark Rd., Ypsilanti, MI 48198 - Phone: 734.482.6681



Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

Acceptable Items for Recycling

- Antifreeze/ motor oil/oil filters
- Automobile Batteries
- Freon related items:
 - Freezer, de-humidifier, refrigerator, water cooler, air-conditioner, etc.
- Household Recycle Items
- Rims – ok with tire on it
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

Acceptable Items For Refuse Dumpster

- Carpet
- Drywall
- Furniture
- Household batteries
- Landscaping Timbers
- Lumber
- Mattress/Box Spring
- Paint (**dried latex only**)
- Shingles

Unacceptable Items For Refuse Dumpster

- Computer & related items
- Concrete, wire
- Fencing Fabric
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires

2016 Price Menu

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'l \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add'l \$7.50/yd.)	\$7.50/yd	\$7.50/yd	\$7.50/yd
Wood Mulch	\$13.50 yd	\$13.50 yd	\$13.50/yd	\$13.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Motor Oil	No Fee	No Fee	No Fee	No Fee
Antifreeze	No Fee	No Fee	No Fee	No Fee
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Household Batteries	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
Freon related items	\$5.00	\$20 each	\$20 each**	\$20 each

Hours of Operation

April – November / Monday – Friday / 9:00 a.m. – 5:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

Winter Hours: December – March / Saturday ONLY / 9:00 a.m. – 4:00 p.m.

**Superior residents eligible for max. reimbursement of \$50.00 one time per year.

Cash or check only. Please check in with gate attendant - proof of residency required.

PLEASE DO NOT LEAVE MATERIALS OUTSIDE GATE

All prices set at a minimum charge.

Site Name: TEXTILE ROAD MI
Site Number: 201382

LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Landlord and American Tower.

RECITALS

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

NOW, THEREFORE, in consideration of 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 and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

- (a) ***American Tower:*** American Towers LLC, a Delaware limited liability company
- (b) ***Notice Address of American Tower:*** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
- with a copy to:*** American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department
- (c) ***Landlord:*** Charter Township of Ypsilanti, a Michigan municipal corporation
- (d) ***Notice Address of Landlord:*** 7200 S. Huron River Drive
Ypsilanti, MI 48197-7099
- (e) ***Initial Option Period:*** One (1) period of three (3) years
- (f) ***Renewal Option Period:*** Intentionally deleted.
- (g) ***Option Period:*** The Initial Option Period and any Renewal Option Period(s)
- (h) ***Option Consideration (Initial Option Period):*** Five Thousand and 00/100 Dollars (\$5,000.00)

Site Name: TEXTILE ROAD MI
Site Number: 201382

- (i) *Option Extension Consideration (Renewal Option Period(s))*: Intentionally deleted.
- (j) *Commencement Date*: The date specified in the written notice by American Tower to Landlord exercising the Option constitutes the Commencement Date of the Term.
- (k) *Initial Term*: Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.
- (l) *Renewal Terms*: Each of the four (4) 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.
- (m) *Term*: The Initial Term with any and all Renewal Terms
- (n) *Rent*: The annual amount specified on Exhibit D, attached hereto and incorporated herein by reference.
- (o) *Increase Amount*: Rent will increase on the anniversary of the Commencement Date by an amount equal to three percent (3%) of Rent for the previous year.
- (p) *Increase Date*: Each anniversary of the Commencement Date

2. Option to Lease.

- (a) Grant of Option. Landlord hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "*Option*").
- (b) Extension of Option. Intentionally deleted.
- (c) Consideration for Option. Option Consideration is due and payable in full within thirty (30) days of the Execution Date.
- (d) Option Period Inspections and Investigations.
 - (i) During the Option Period, Landlord will provide American Tower with any keys or access codes necessary for access to the Property.
 - (ii) During the Option Period and during the Term, American Tower and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "*Tests*"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at American Tower's sole discretion for its use of the Site and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits which may be required from any federal, state or local authority, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of American Tower, are necessary in American Tower's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for American Tower's Intended Use, all at American Tower's expense. American Tower will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by American Tower's inspection.

Site Name: TEXTILE ROAD MI
Site Number: 201382

(iii) American Tower will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by American Tower excepted.

(iv) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this Paragraph 2(d).

(e) Assignment of Option. The Option may be sold, assigned or transferred at any time by American Tower to an Affiliate (as defined herein), or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by American Tower to a third party agreeing to be subject to the terms hereof, American Tower shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(f) Exercise of Option. American Tower may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If American Tower exercises the Option then Landlord will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

(g) Changes to Status of Property. If, during the Option Period or the Term, Landlord decides to subdivide, sell, or change the status of the zoning of the Site, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,"") or in the event of foreclosure, Landlord shall immediately notify American Tower in writing. Any sale of the Property shall be subject to American Tower's rights under this Agreement. Landlord agrees that, during the Option Period or the Term, Landlord shall not initiate or consent to any change in the zoning of the Site, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit American Tower from using the Site for the Intended Use (as defined herein).

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(k).

(b) Renewal Terms. This Agreement will automatically renew for each of the Renewal Terms, unless: (i) American Tower notifies Landlord in writing of American Tower's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term then in effect. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(b).

(c) Holdover. Unless (i) Landlord or American Tower notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Renewal Term, then upon the expiration of the final Renewal Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term. If American Tower remains in possession of the Site after the termination of this Agreement, then American Tower will be deemed to be occupying the Site on a month-to-month basis, subject to the terms and conditions of this Agreement.

Site Name: TEXTILE ROAD MI
Site Number: 201382

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable, in advance, on each and every anniversary of the Commencement Date to Landlord at Landlord's Notice Address. Rent will be refunded to American Tower, on a pro rata basis, if the Agreement is terminated pursuant to Paragraph 12 herein.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) All charges payable under this Agreement, such as utilities and taxes, shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by American Tower. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "*Tower*"), structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "*Tower Facilities*"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals; American Tower further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to American Tower or Landlord (the "*Intended Use*"). American has the right to make Property improvements, alterations, upgrades or additions appropriate for the Intended Use. American Tower agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Tower Facilities on the Property. American Tower has the right to modify, supplement, replace or upgrade the Tower Facilities at any time during the Term of this Agreement. American Tower will be allowed to make such alterations to the Property required for the Intended Use or to insure that the Tower Facilities comply with all applicable federal, state or local laws, rules or regulations.

(b) American Tower, at its sole discretion, will 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 (each, a "*Collocator*" and collectively, the "*Collocators*"). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

Site Name: TEXTILE ROAD MI
Site Number: 201382

6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord and American Tower agree that any portion of the Tower Facilities that may be described on Exhibit B will not be deemed to limit the Intended Use. If Exhibit B includes drawings of the initial installation of the Tower Facilities, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit B.

(c) For a period of ninety (90) days following the commencement of construction, Landlord grants American Tower, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property, as may reasonably be required during construction and installation of the Tower Facilities.

(d) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence, and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(e) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower 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.

(f) Landlord covenants and agrees that no part of the Tower Facilities constructed, erected or placed on the Compound will become by American Tower will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by American Tower on the Compound will be and remain the property of American Tower and may be removed by American Tower at any time during or after the Term. American Tower will repair any damage to the Property resulting from American Tower's removal activities. Within one hundred twenty (120) days following the expiration or termination of this Agreement, American Tower will remove all of the above-ground portions of the Tower Facilities and any such portions that American Tower does not remove within said one hundred twenty (120) days shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, American Tower will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will American Tower be required to remove from the Site or the Property any foundations or underground utilities.

7. Utilities.

(a) American Tower will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by American Tower on the Site. In the event American Tower cannot secure its own metered electrical supply, American Tower will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required, Landlord will read the meter and provide American Tower with an invoice and usage data on a monthly basis. Landlord will not include a markup on the utility charges. American Tower will remit payment within forty-five (45) days of receipt of the invoice and usage data. If American Tower submeters electricity from Landlord, Landlord agrees to give American Tower at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that American Tower requires electrical power to operate the Tower Facilities and must

Site Name: TEXTILE ROAD MI
Site Number: 201382

operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in American Tower's reasonable determination, Landlord agrees to allow American Tower to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(b) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(c) If utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from American Tower or any Collocator. Landlord will, upon American Tower's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(d) American Tower and the Collocators each may install backup generator(s).

8. Access

(a) Landlord grants to American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Upon American Tower's request, Landlord will execute a separate recordable easement evidencing this right. Landlord acknowledges that in the event that American Tower cannot access the Site, American Tower will incur significant damage. In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (1) amending the location of the Easement; or (2) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by American Tower or American Tower's tenants, licensees, invitees or agents, American Tower will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, in addition to any other rights that it may have at law or in equity, Landlord shall pay American Tower an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied.

9. Representations and Warranties.

(a) American Tower and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

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(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; the (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect American Tower's Intended Use and enjoyment of the Site under this Agreement; (iii) as long as American Tower is not in default then Landlord grants to American Tower sole, actual, quiet and peaceful use, enjoyment and possession of the Site; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) American Tower and its employees, agents and subcontractors, will at all times during this Agreement, and at no additional charge to American Tower, enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road to the Site.

(c) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide American Tower with a list of all existing radio frequency user(s) on the Property to allow American Tower to evaluate the potential for interference. American Tower warrants that its use of the Compound will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Compound, Site and/or Tower Facilities, the operations of American Tower or the rights of American Tower under this Agreement. Landlord will notify American Tower in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Compound, Site and/or Tower Facilities, the operations of American Tower or the rights of American Tower under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from American Tower. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of the interference) until the interference has been corrected.

(d) For purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Tower Facilities.

11. Default and Right to Cure.

(a) The following will be deemed a default by American Tower and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) American Tower's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if American Tower has commenced to cure such default within such period and provided that such efforts

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are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of American Tower. If American Tower remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide access to the Site within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, American Tower will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from American Tower; and (ii) any and all other rights available to American Tower under law and equity.

12. Termination. This Agreement 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 of this Agreement by the other party which is not cured within the cure period set forth in Paragraph 11, herein, (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 may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "*Approvals*"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord in the event that American Tower determines, in its sole discretion, due to the Title results or survey results, that the condition of the Site is unsatisfactory; or

(d) Upon thirty (30) days' written notice from American Tower to Landlord for any reason or no reason, at any time prior to commencement of construction by American Tower; or

(e) Upon sixty (60) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s), provided American Tower pays Landlord a termination fee in an amount equal to three (3) months of the then current Rent as liquidated damages within thirty (30) days after the termination date.

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, both parties shall be relieved of all further liability hereunder.

13. Taxes.

(a) The parties acknowledge that Landlord, a municipal corporation, is a political subdivision of the State of Michigan and the Property is currently tax exempt. If the Property or the Site should ever become taxable, then American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities. The expense of any such appeal shall be borne by American Tower and any refunds or rebates secured as a result of American Tower's action shall belong to American Tower.

14. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) To Landlord's knowledge, no Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) 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 Environmental Laws.

(c) American Tower will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Site in violation of any Environmental Laws.

(d) Landlord and American Tower agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(e) The term "*Hazardous Materials*" means any: contaminants, oils, asbestos, PCBs, 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 or regulated by any federal, state or local government authority having jurisdiction over the Property.

15. Indemnification.

(a) General.

(i) To the extent permitted by law, Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower 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: (A) any injury to or death of any person or 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 Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (B) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will 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: (A) any injury to or death of any person or 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 American Tower, or American Tower's employees, agents or independent contractors; or (B) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord and American Tower agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 14(a). Landlord agrees to hold harmless and indemnify American Tower from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. American Tower agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of American Tower for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by American Tower.

(ii) The indemnifications of this Paragraph 15(b) specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 15(b) will survive the expiration or termination of this Agreement.

(iii) In the event that American Tower becomes aware of any Hazardous Materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in American Tower's sole determination, renders the condition of the Site or Property unsuitable for American Tower's use, or if American Tower believes that the leasing or continued leasing of the Site would expose American Tower to undue risks of liability to a

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government agency or third party, American Tower will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

16. Sale of Property; Right of First Refusal.

(a) Landlord shall not be prohibited from the selling, leasing or using any of the Property or the Surrounding Property, except as provided below.

(b) If Landlord, at any time during the Term, decides to rezone, sell, subdivide or otherwise transfer all or any part of the Premises, the Property or the Surrounding Property, to a purchaser other than American Tower, Landlord shall promptly notify American Tower in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and American Tower's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the following documents to American Tower: (i) new deed to Property; (ii) copy of current tax bill; (iii) new IRS form w-9; (iv) completed and signed Payment Authorization Form; and (v) contact information for new Landlord, including telephone number. Until American Tower receives all such documents, American Tower shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with the American Tower's Intended Use or communications equipment as determined by radio propagation tests performed by American Tower in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse American Tower for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to American Tower, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Paragraph 16 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

(e) If, at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish American Tower with a copy of the Rental Stream Offer. American Tower shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If American Tower chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. American Tower shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Paragraph.

17. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

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(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 16 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a thirty (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 Agreement.

18. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will each be entitled to pursue their own separate awards in the condemnation proceeds, (which, for American Tower, includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid Rent and business dislocation expenses), provided that any award to American Tower will not diminish Landlord's recovery. If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will not be impacted by the condemnation. 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.

19. Casualty. Landlord will provide notice to American Tower of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Tower Facilities or Property is damaged by casualty or other harm so as to render the Site unsuitable, in American Tower's sole determination, then American Tower may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, American Tower will be entitled to collect all insurance proceeds payable to American Tower on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit American Tower to place temporary transmission and reception facilities on the Property, but only until such time as American Tower is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or American Tower undertakes to rebuild or restore the Site and/or the Tower Facilities, as applicable, Landlord agrees to permit American Tower to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Site and/or the Tower Facilities is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify American

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Tower of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify American Tower, and American Tower decides not to terminate under this Paragraph, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for American Tower's Intended Use of the Site to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Site are rebuilt or restored, unless American Tower places temporary transmission and reception facilities on the Property.

20. Insurance.

(a) American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such commercial general liability and property damage policies as American Tower may deem necessary and Workers' Compensation Insurance as required by law. Said policy of commercial general liability insurance will at a minimum provide a combined single limit of Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence and Six Million and 00/100 Dollars (\$6,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Landlord shall be listed as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by American Tower, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed American Tower's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, American Tower shall have the right to self-insure the coverages required in subsection (a). In the event American Tower elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide American Tower with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide American Tower with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of American Tower; and

(iii) Landlord shall fully cooperate with American Tower in the defense of the claim, demand, lawsuit, or the like.

21. Waiver of Damages.

(a) In the event that American Tower does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by American Tower to Landlord as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Agreement including specific performance and damages for breach of contract, subject to those obligations incurred by American Tower under Paragraph 2(d)(iii) of this Agreement.

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(b) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to 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.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

22. Confidentiality. Unless otherwise required by state statute, Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will 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 otherwise required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

23. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, Landlord will provide promptly to American Tower a mutually agreeable non-disturbance and attornment agreement, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) 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, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

24. Notices. All notices, requests, communications or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement 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 Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 24, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

25. Further Acts.

(a) Landlord agrees that American Tower's ability to use the Site is contingent upon the suitability of the Site for American Tower's Intended Use and American Tower's ability to obtain and maintain all required Approvals. Landlord authorizes American Tower to prepare, execute and file all required applications to obtain the Approvals for American Tower's Intended Use under this Agreement and agrees to reasonably assist American Tower with such applications and with obtaining and maintaining the Approvals.

(b) In the event that American Tower suffers lost revenue or other damages as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended

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Use, American Tower may pursue any and all rights and remedies to which it may be entitled at law or in equity.

26. **Memorandum of Lease.** Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

27. **Miscellaneous.**

(a) This Agreement 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.

(b) American Tower may, at American Tower's sole cost and expense: (i) procure an abstract of title or a commitment to issue a policy of title insurance (collectively "*Title*") on the Property; and (ii) have the Property surveyed by a surveyor of American Tower's choice. At American Tower's discretion, the legal description of the Site, as shown on the survey, may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease. American Tower may also perform and obtain, at American Tower's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over and under the Property, necessary to determine if American Tower's use of the Site will be compatible with American Tower's engineering specifications, system, design, operations or the Approvals.

(c) 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. Landlord consents to American Tower's right to remove all or any portion of the Tower Facilities from time to time in American Tower's sole discretion and without Landlord's consent.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any. Substantially prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, American Tower and their respective Affiliates to recover their fees and expenses.

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

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower 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 stated in this Agreement. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and American Tower. No provision may be waived, except in a writing signed by both parties.

(g) Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and

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accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

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

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

(j) 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.

(k) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(l) 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.

(m) 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 that the parties will be entitled to seek 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.

(n) 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.

(o) The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Site based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement and delivery hereof by Landlord and American Tower.

(p) Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

Site Name: TEXTILE ROAD MI
Site Number: 201382

(q) American Tower agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to American Tower's use of the Tower Facilities. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(r) "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(s) Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(t) EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: TEXTILE ROAD MI
Site Number: 201382

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor

Date: Dec. 8, 2015

STATE OF Michigan
COUNTY OF Washtenaw

Before me, Lisa R. Garrett, the undersigned, a Notary Public for the State, personally appeared Brenda L. Stumbo, who is the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal 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 she executed the same in her authorized capacity, and that by 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 8 day of December, 2015

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

Lisa R. Garrett
Notary Public
My commission expires:

2-25-17

Site Name: TEXTILE ROAD MI
Site Number: 201382

LANDLORD:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk

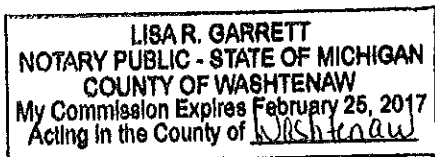
Date: December 8, 2015

STATE OF Michigan
COUNTY OF Washtenaw

Before me, Lisa R. Garrett, the undersigned, a Notary Public for the State, personally appeared Karen Lovejoy Roe, who is the Clerk of the Charter Township of Ypsilanti, a Michigan municipal 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 she executed the same in her authorized capacity, and that by 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 8 day of December, 2015

[Affix Notary Seal]



Lisa R. Garrett
Notary Public

My commission expires:

2-25-17

Site Name: TEXTILE ROAD MI
Site Number: 201382

AMERICAN TOWER:

American Towers LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the ____ day of _____, 2015, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as _____, of American Towers LLC, a Delaware limited liability company, before me.

Notary Public
My Commission Expires:

Site Name: TEXTILE ROAD MI

Site Number: 201382

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease
Exhibit D	Schedule of Rent

Site Name: TEXTILE ROAD MI
Site Number: 201382

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

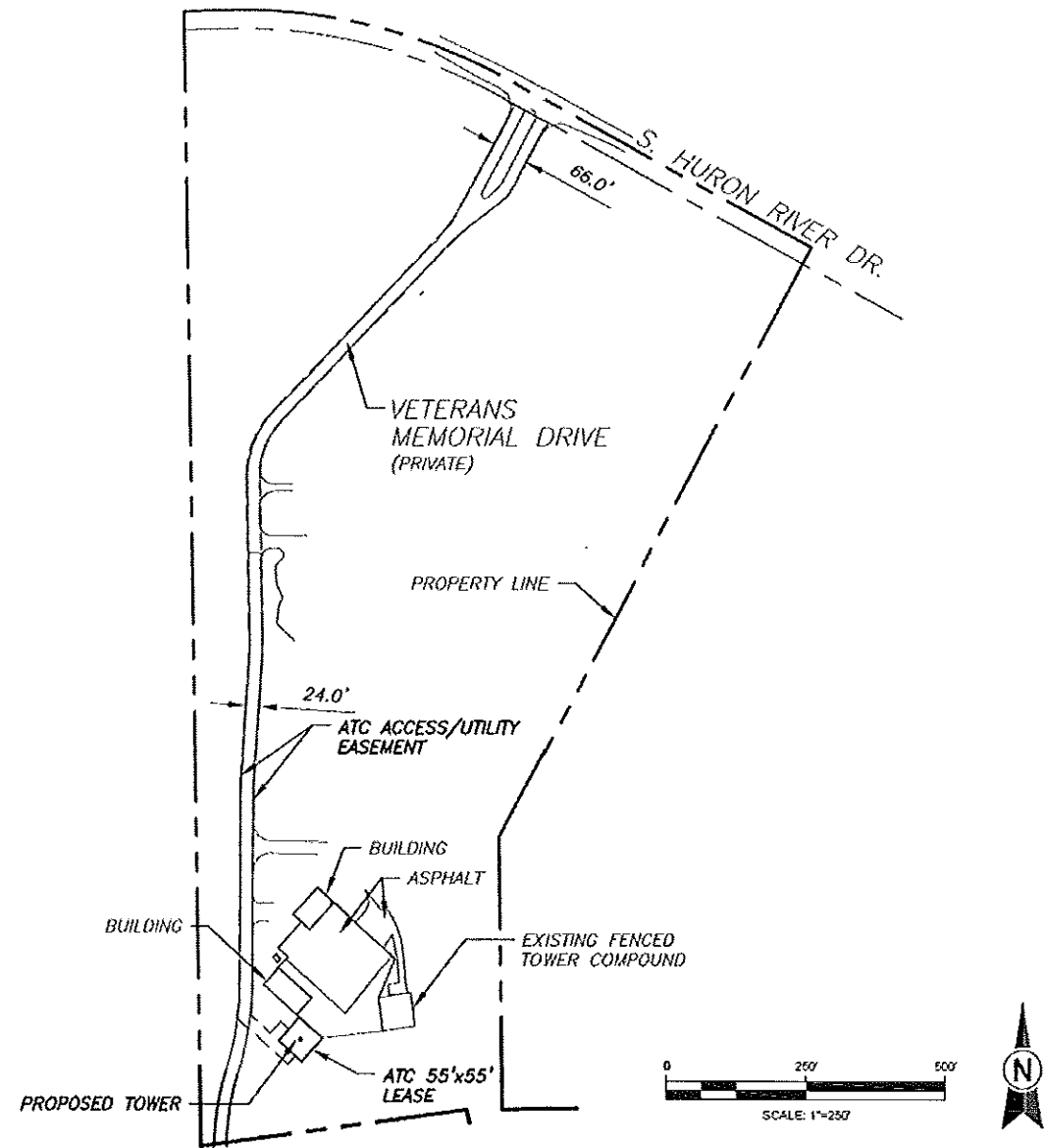
Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84 ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10" E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20" E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K -11-21-300-048

Site Name: TEXTILE ROAD MI
Site Number: 201382

EXHIBIT B
DEPICTION OF SITE

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



Site Name: TEXTILE ROAD MI
Site Number: 201382

DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

ACCESS/UTILITY EASEMENT – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.

Site Name: TEXTILE ROAD MI
Site Number: 201382

EXHIBIT C
MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #: 201382
Site Name: Textile Road MI
Parcel No: K-11-21-300-048

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 2015 by and between Charter Township of Ypsilanti, a Michigan municipal corporation, with a mailing address of 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ____ day of _____, 2015 a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is three (3) years from the date of the Agreement. This Option can be extended by American Tower for such other periods as Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in Exhibit "A" (the "Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property (the "Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on Exhibit "B"), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years, commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of five (5) years each, unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

American Tower: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a Copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

**Charter Township of Ypsilanti,
a Michigan municipal corporation**

By: _____
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2015, the undersigned notary public, personally appeared Brenda L. Stumbo, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Supervisor of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Notary Public
My Commission Expires:

**EXHIBIT A
PROPERTY**

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84. ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10"11 E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20"11 E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K -11-21-300-048

**EXHIBIT B
SITE**

DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

ACCESS/UTILITY EASEMENT – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.

EXHIBIT D

SCHEDULE OF RENT

In the event that American Tower exercises the Option, as set forth in Paragraph 2(f) of the Agreement, the initial payment of Rent, as defined in Paragraph 1(n) of the Agreement, will depend upon the year in which the Option is exercised, as follows:

<u>Year Option Exercised</u>	<u>Rent under Paragraph 1(n)</u>
2016	Twenty-Two Thousand Five Hundred Seventy-Seven and 80/100 (\$22,577.80)
2017	Twenty-Three Thousand Two Hundred Fifty-Five and 13/100 (\$23,255.13)
2018	Twenty-Three Thousand Nine Hundred Fifty-Two and 78.100 (\$23,952.78)

After the Commencement Date and the initial payment of Rent, Rent will increase as set forth in Paragraph 1(o) of the Agreement.

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #: 201382
Site Name: Textile Road MI
Parcel No: K-11-21-300-048

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this 8th day of December, 2015 by and between Charter Township of Ypsilanti, a Michigan municipal corporation, with a mailing address of 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ___ day of _____, 2015 a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is three (3) years from the date of the Agreement. This Option can be extended by American Tower for such other periods as Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in Exhibit "A" (the "Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property (the "Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on Exhibit "B"), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years, commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of five (5) years each, unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

American Tower: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a Copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Brenda L. Stumbo
Name: Brenda L. Stumbo Dec. 8, 2015
Title: Ypsilanti Township Supervisor

STATE OF Michigan)
) ss:
COUNTY OF Washtenaw)

On the 8 day of December, 2015, the undersigned notary public, personally appeared Brenda L. Stumbo, proved to me through satisfactory evidence of identification, which was Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Supervisor of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Lisa R. Garrett
Notary Public 12-8-15
My Commission Expires: 2-25-17

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

LANDLORD:

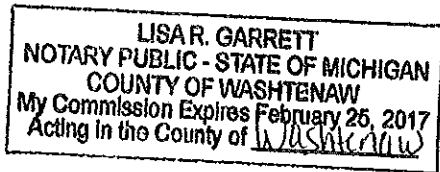
Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe Dec. 8, 2015
Title: Ypsilanti Township Clerk

STATE OF Michigan)
) ss:
COUNTY OF Washtenaw)

On the 8 day of December, 2015, the undersigned notary public,
personally appeared Karen Lovejoy Roe, proved to me through satisfactory evidence of
identification, which was Drivers License, to be the person whose
name is signed on the preceding or attached document, and acknowledged that she signed
it voluntarily for its stated purpose, as Clerk of Charter Township of Ypsilanti, a
Michigan municipal corporation, before me.

Lisa R. Garrett
Notary Public 12-8-15
My Commission Expires:
2-25-17



**EXHIBIT A
PROPERTY**

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84. ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10" E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20" E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K-11-21-300-048

**EXHIBIT B
SITE**

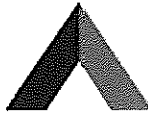
DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

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PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.



AMERICAN TOWER
CORPORATION

LANDOWNERS AUTHORIZATION

Tower Site Name: Textile Road MI
Tower Site #: 201382
State: Michigan

We, Brenda L. Stumbo and Karen Lovejoy Roe, Supervisor and Clerk, respectively, of Charter Township of Ypsilanti, a Michigan municipal corporation, hereby authorize American Tower to make all payments due to Landlord under the Lease Agreement as outlined below:

List names of all individuals whose name should appear on the check:

Separate Check Required? If so, indicate % of payments that each person should receive

Charter Township of Ypsilanti
Print Name

YES NO _____ %

Print Name

YES NO _____ %

Payment Address:

7200 S. Huron River Dr.
Ypsilanti, MI 48197

Property Owner Contact Info:

Phone: 734 484-4700 - Clerk's office
Email: klovejoyroe@ytown.o
Other: _____

Please provide a physical address for overnight correspondence (if different from payment address).

Property Owner Authorization Signature:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Brenda L. Stumbo
Print Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor
Date: Dec. 8, 2015

By: Karen Lovejoy Roe
Print Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk
Date: Dec. 8, 2015

AGREEMENT

Effective Date: November 11, 2015

Donor: The Helen McCalla Trust
c/o Keith O. Smillie Attorney
320 Miller Ave., Suite 190
Ann Arbor MI 48103

Donee: Charter Township Of Ypsilanti
For The Benefit Of The Senior Program
2025 East Clark Road
Ypsilanti, Michigan 48198

Proposal Date: September 10, 2015
Distribution: \$4,941.00

PREMISES

A) Donor is a charitable foundation qualified by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

B) Under the terms of the trust and as required to maintain its charitable foundation status, Donor is to make annual distributions to recipients who meet certain qualifications and who agree to use that distribution for certain limited purposes. The limited purposes as stated in the trust are "for permanent or semi-permanent buildings and/or equipment benefitting elderly persons and/or handicapped children and not for any specific individuals or operational expenses."

C) Donee has submitted a proposal to the Donor for use of a distribution from Donor. A portion of that proposal has been approved. That portion relates to 10 round tables (\$2,993.35) and FOB Scanning Station (\$1,948.00). (the "Approved Proposal").

D) Donee has been chosen by Donor as a recipient for the tax year ending December 31, 2014, of a distribution from the trust, which distribution is being made in the calendar year 2015 and which is in the amount described above. (the "Distribution")

E) Donee has agreed to accept the Distribution upon the terms and conditions as stated herein.

NOW THEREFORE, in consideration for the payment to Donee of the Distribution, Donee agrees to use and expend the Distribution for the limited purposes described in the Approved Proposal. After the expenditures have been completed, Donee shall submit to Donor's counsel at the above address, a summary of Donee's expenditure of the Distribution with copies of cancelled checks.

DONOR:

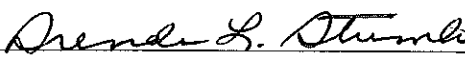
Helen McCalla Trust

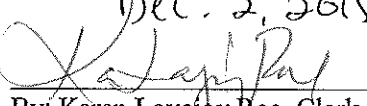
By: Caroline Chipman, Vice President
KeyBank, National Association, Co-Trustee

By: James McGuire, Co-Trustee

DONEE:

Ypsilanti Charter Township


By: Brenda L. Stumbo, Supervisor,

Dec. 2, 2015

By: Karen Lovejoy Roe, Clerk
Dec. 2, 2015