

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, October 18, 2010
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA

6. MINUTES
 - A. Council 10/04/10
 - B. Committee-of-the-Whole 10/04/10, w/recommendation
 1. Community Center Guidelines
 - C. Committee-of-the-Whole 10/11/10, w/recommendations
 1. Water Reservoir
 2. McKenna Associates, Inc. Invoices
 3. McKenna Contract Future Services
 - D. Election Commission 10/07/10, w/recommendation
 1. Certification of Election Inspectors and Receiving Board for 11/02/10 dated 10/07/10
 2. List of Inspectors/Receiving Board
 - E. Citizens' Recreation Commission 09/14/10 and Excerpt 10/12/10, w/recommendation
 1. Relay for Life

7. PUBLIC HEARING
 - A. Special Land Use and Site Plan: AT&T Mobility, 8065 Grand River, Brighton, MI – 100' Stealth Unipole-Style Support Structure with Antennas
 1. Letter 09/13/10 – City Attorney, w/attachments
 - a. Resolution Approving
 - b. Resolution Denying
 - c. Letter 06/14/10 – City Attorney
 - d. Proposed Land Lease Agreement
 - e. Memorandum of Lease
 - f. Tenant Acknowledgment
 2. Planning Commission Resolution 07/27/10
 3. Letter 09/12/10 – Kenneth A. Daher
 4. Letter 09/24/10 – Donald A. Lindow
 5. Letter 07/23/10 – Thomas C. Perna
 6. Affidavit of Legal Publication
 7. Affidavit of Property Owners Notified
 8. Aerial View

- 8. COMMUNICATIONS
 - A. Holiday Parking Meter Covers – Grosse Pointe Business and Professional Association of Mack Avenue
 - 1. Email 10/06/10 – Lucy Poulos
 - B. Monthly Financial Report – September 2010
- 9. BIDS / PROPOSALS / CONTRACTS
 - A. AT&T Mobility Land Lease Agreement
 - 1. Proposed Lease Agreement
 - B. 2010 Fall Tree Planting
 - 1. Memo 10/12/10 – Director of Public Works
- 10. PROCLAMATIONS
 - A. Pancreatic Cancer Awareness Month
- 11. NEW BUSINESS
- 12. ADJOURNMENT

Lisa Kay Hathaway, MMC
City Clerk

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>

6A

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 4, 2010, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:33 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Boddy, Bryant, Granger, Howle, McConaghy, Sucher
Absent: None

Also Present: City Administrator Fincham
City Attorney Don Berschback
City Clerk Hathaway
Building Inspector Tutag
Recreation Supervisor Sharp

The following Commission members were in attendance:

- Lee Allcut, Board of Canvassers
- Ross Richardson, Planning Commission
- Thomas Fahrner, Mayor's Mack Avenue Business Study Committee
- Sally Sterr, Beautification Commission
- George McMullen, Board of Review
- Mike Fuller, Planning Commission
- Richard Shetler Jr., Senior Citizens Commission

Motion by Bryant, seconded by Howle, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Granger, seconded by McConaghy, regarding **2010 Application for Permit/License – Vendor/Solicitor/Peddler**, that the Council approve the

application of the following solicitor on behalf of Edward Jones Investments, 19806 Mack:

Robert G. Muir
15021 Rohan
Sterling Heights, MI 48313

Mr. Muir provided an overview.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, McConaghy, Novitke, Sucher
No: Howle
Absent: None

The following individual was heard regarding **non-tax paying households**, requesting that paid taxes be a requirement to receive City park passes:

Jane Plieth
885 N. Renaud Rd.

There was a consensus of the City Council that this item be addressed at a future Committee-of-the-Whole Meeting and that Ms. Plieth receive notice when this item is addressed by the Committee.

Motion by Bryant, seconded by Granger, regarding **City Administrator Position – proposed Employment Agreement for Alfred “Skip” Fincham**, that the City Council approve the Employment Agreement for Alfred “Skip” Fincham, City Administrator, commencing October 4, 2010, through June 30, 2011, modified to delete Sections 6 and 7, and two minor corrections.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Bryant, seconded by Granger, regarding **City Administrator Position – Resolution appointing a Public Safety Commissioner**, that the City Council adopt the resolution appointing Alfred “Skip” Fincham as Public Safety Commissioner, as amended.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher

No: None

Absent: None

City Clerk Hathaway then administered the **Oath of Office** to Alfred “Skip” Fincham, City Administrator.

Motion by McConaghy, seconded by Bryant, regarding **Lake Front Park Bridge repaving**, that the City Council approve a contract with:

Asphalt Control Corp.
17938 East Warren Ave.
Detroit, MI 48224

in an amount not to exceed \$6,800.00 to apply asphalt to the vehicular bridge deck at Lake Front Park, to be paid from Account No. 401-903-977.109.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher

No: None

Absent: None

Motion by Howle, seconded by Bryant, regarding **proclamation – Domestic Violence Awareness Month**, that the City Council voice no objection to the issuance of this Mayoral proclamation.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

The following individuals were heard regarding the following **Zoning Ordinance Amendment to Chapter 50, Section 50-340:**

In favor:

Marieka Allen, 86 Hall Pl, Grosse Pointe

And spoke on behalf of Carol Reed and Jeannie Fellows who were in the audience

Opposed:

Tom Sullivan

1852 Brys

Motion by Boddy, seconded by Bryant, regarding **Second Reading: An Ordinance to Amend Chapter 50, Zoning of the City of Grosse Pointe Woods Code: Article III District Regulations, Division 6 C.F. Community Facilities District by adding Section 50-340 Special Land Uses, To Allow a Continuing Care Retirement Community (CCRC) As a Special Land Use subject to specific lot and building regulations**, that the City Council approve this proposed ordinance as presented making it effective 20 days after its enactment, and to authorize publication by title of the final adoption in the Grosse Pointe News.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Howle, seconded by Granger, that the following **City Attorney statements** be approved for payment:

1. City Attorney Don Berschback dated September 28, 2010, in the amount of \$4,495.00;
2. City Attorney Charles Berschback dated September 29, 2010, in the amount of \$5,309.00.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Hearing no objections, the following items were addressed under New Business:

The following individual was heard regarding **Serenity Way operating in a residential area**, and requested the City Council file a complaint to the State:

Chapman Cunningham
20558 Fairway Lane

Motion by Howle, seconded by Bryant, that the following documents be received and placed on file:

1. Grosse Pointe News Article 09/09/10
2. Adult Foster Care Facility Licensing Act, Act 218 of 1979. Sections 400.703 – Definitions; 400.726 – Name or designation of facility; 400.723 – Complaint; specifications; resolution of issues; notice; failure to resolve issues; hearing; decision; finality; issuance of license.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

The City Attorney was directed to provide reasons why/why not the Council should file a complaint against Serenity Way, and identify whether an individual may file a complaint. This item was referred to Committee-of-the-Whole on October 11, 2010.

COUNCIL
10-04-10 - 148

Motion by Bryant, seconded by Boddy, to adjourn tonight's meeting at 8:30 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

6B

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 4, 2010, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Boddy, Bryant, Granger, Howle, McConaghy, Sucher

ABSENT: None

ALSO PRESENT: City Administrator Fincham
City Attorney Don Berschback
City Clerk Hathaway
Park Supervisor Sharp

Mayor Novitke called the meeting to order at 7:03 p.m.

Motion by Bryant, seconded by Boddy, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Next, the **City Administrator's contract**, including **Employment Agreement** and **Public Safety Commissioner** appointment, was discussed. Discussion ensued regarding overnight travel, dues, and subscriptions. The Committee and Mr. Fincham agreed to remove Sections 6 and 7 from the Employment Agreement, and that a correction be made to Page 1, second "whereas" by deleting "shall" and inserting "to." A correction is also needed on the Resolution's last page, No. 10 by deleting "Commission" and inserting "Commissioner."

Motion by Sucher, seconded by Boddy, that the Committee-of-the-Whole recommend to City Council approval the Employment Agreement for Alfred "Skip" Fincham, City Administrator, as amended.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

The Committee then discussed the purchase of annual **City pocket calendars**.

Motion by Howle, seconded by McConaghy, to not purchase City pocket calendars.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Granger, seconded by Howle, that the following **items be removed** from the Committee-of-the-Whole agenda:

- A. DWRP Bids
- B. Municipal Court Collections
- C. Assessor's Department
- D. Joint Meeting with Planning Commission – Chapter 50 CF District
- E. Water/Sewer Rate Study
- F. Water Rates
- G. Cost Containment
- H. Construction – 20600 Fairway
- I. 5-Year General Fund, Major and Local Street Funds Model
- J. Reorganization of the Public Safety Department
- K. Cost Containment (Future)
- L. Business License Fees
- M. Budget Reductions
- N. Uniform Traffic Code – Stop Signs
- O. Coyote Update
- P. Proposed Zoning Ordinance Amendments
- Q. DTE Update

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Granger, seconded by Boddy, to immediately certify items addressed above.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Granger, seconded by Boddy, to recess the Committee-of-the-Whole meeting at 7:26 p.m. for the purpose of convening the Regular City Council Meeting.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher

No: None

Absent: None



The Committee-of-the-Whole reconvened at 8:43 p.m.

The Committee discussed the **Community Center Guidelines**. Administration was directed to ask Bob Bucko, the City's insurance provider, to provide the rationale as to why additional insurance is required.

The City Attorney was directed to research whether the City's permits allow for food to be prepared in the Community Center.

Motion by McConaghy, seconded by Granger, that the Committee-of-the-Whole recommend to Council adoption of the Community Center Guidelines dated September 23, 2010, as presented, and authorize the use of alcohol with the modification as stated at the Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, McConaghy, Novitke, Sucher

No: Howle

Absent: None

Hearing no objections the following items were discussed under New Business:

- Council Member Boddy requested to discuss parking meter permit stickers at a future Committee-of-the-Whole. There was a consensus of the Committee to place this item on a future agenda.
- Council Member Boddy requested Council to provide her with items to address with SEMCOG.

Motion by Howle, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 8:59 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



City of Grosse Pointe Woods

Community Center Guidelines

The information in this booklet provides a guide to parties and other gatherings at the Grosse Pointe Woods Community Center. Inside, you will find specific information about applying for room rentals, room rental rates, and rules of the Community Center.

**Office Hours:**

Monday—Friday
8:30 a.m.—5:00 p.m.

Center Available for Rental:

Sunday—Thursday
9:00 a.m.—10:00 p.m.

Friday—Saturday
9:00 a.m.—11:00 p.m.

Community Center is closed for city-observed holidays as indicated on City Calendar.

MISSION STATEMENT

The Grosse Pointe Woods Community Center is available for the civic, cultural, educational, recreational, and social activities of the residents of Grosse Pointe Woods. Please enjoy the Center in a manner consistent with the character and objectives of our Community, and the regulations promulgated for the use of the facility.

20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

Web: www.gpwmi.us
E-mail: comctr@gpwmi.us

Telephone: 343.2408
Fax: 642.5105

ROOM RENTAL APPLICATION

1. Application forms are available at the Community Center during office hours or online at www.gpwmi.us.
2. Applications must be submitted by Grosse Pointe Woods residents 21 years of age or older.
3. To secure a room rental, signed applications and a security deposit must be submitted at the Community Center during office hours.
4. Reservations must be made at least 1 month in advance and up to 6 months in advance of the scheduled activity.
5. Phone or mail reservations are not accepted.
6. Applications for one time use will be processed on a first come, first served basis.
7. The Community Center is available for continual reservations on a weekly, bi-weekly, and monthly basis according to availability.
8. Prior approval must be obtained by the City Administrator or his designee for non-profit Grosse Pointe Woods community organizations providing a public service to the community for private functions in which a fee will be charged to attendees or where merchandise, products, or services are offered for sale.
9. The Request to Serve Alcohol portion of the Room Rental Application must be completed indicating the intent to serve alcoholic beverages. Approval must be granted by the City Administrator or his designees.
10. The City may refuse a particular type of activity if such activity is deemed not to be in the best interest of the City.
11. City Administration reserves the right to allocate space according to need, has the right to cancel reservations in case of emergencies with or without due notice, and may limit the frequency of use by one group or organization.

ROOM RENTAL RATES

1. Room prices are for 5 hour blocks of time, including set-up and clean-up. If additional time is needed, hourly fees will be assessed.
2. Applicants will be charged additional fees for events that end after the time indicated on the Rental Agreement. The fees will be deducted from the security deposit in hourly increments.
3. Tables, chairs, and set up are included in the price of the room rental. The following furniture is available for use in the rooms:
 - A. 18 Round Tables, 5' diameter (seats 6 or 8)
 - B. 10 Rectangular Tables, 5' x 30"
 - C. 16 Card Tables, 36" x 36"
 - D. Fabric upholstered chairs
4. The room rental fee must be paid 2 weeks prior to the date of the event.
5. A \$200 Security Deposit is required to reserve rooms.
6. Security deposits are refundable if the following conditions are met:
 - A. Room is left in same condition as the start of the event.
 - B. Event ends at time stated on the Rental Confirmation.
 - C. Rules and regulations are followed in accordance with the Community Center Guidelines.
7. If a rental is cancelled 60 days prior to the event date, the security deposit and any rental fees paid are fully refundable.
8. Fees and rates are subject to change.

Facilities	Capacity	5-hour block	Add'l Hour
All Rooms	160	\$275	\$70
Park Room	80	\$140	\$35
Garden Room	60	\$100	\$25
Lake Room	20	\$40	\$10
Kitchen (with Park room only)		\$25	\$10
Screen (Park room only)		\$10	n/a
Coffee urns (coffee, cups and condiments are not included)		\$10	n/a

ROOM RENTAL REGULATIONS

General Rules

1. The Community Center shall be utilized in accordance with the terms and conditions established by the City Administrator and approved by the Grosse Pointe Woods City Council.
2. The day of the event, the applicant must check in with the Building Attendant at the Community Center office and present his/her identification. This person must be on site throughout the entire event.
3. Groups consisting of children under the age of 18 must have one responsible adult present for each ten (10) children.
4. Groups shall be restricted to the room assigned, excluding the restrooms.
5. Use of areas outside the building is restricted to the parking facilities, unless specific prior approval is obtained from the City Administrator.
6. A Building Attendant will be on duty during the event. Equipment problems and accidents should be reported immediately.
7. The City of Grosse Pointe Woods is not responsible for lost or stolen items or damage incurred to renter's items or property.

Room set-up and clean-up

1. Table and chair set-up/tear down will be done by a Building Attendant.
2. Access to the building prior to the rental time for set-up will not be granted.
3. The rental area must be left in the same condition as it was received. Leaving the rental space in an unacceptable condition will affect the renter's ability to rent in the future and loss of security deposit.
4. The Applicant is responsible for the following clean-up:
 - A. Removal of all materials brought in
 - B. Removal of all decorations
 - C. Placement of all trash in plastic trash bags
 - D. Wiping down of all tables and chairs
 - E. Cleaning of any spills and messes (see Building Attendant for assistance and supplies).

Conduct of Guests

By signing the Room Rental Application, the applicant agrees to the following:

1. Orderly behavior of all guests inside and outside of the building.
2. Financial responsibility of damages due to misuse of Community Center.
3. Responsiveness to directives from staff.
4. Programs suitable for presentation in a public building.
5. Lawful activity in accordance with the City, State, and Federal laws and regulations.

Decorations and Entertainment

1. No decorations may be taped or adhered to any walls, doors, etc.
2. If signs or balloons are used outside the building, these items must be removed at the conclusion of the event.
3. No glitter or confetti may be used inside or outside the building.
4. The City is not responsible for any damage to electrical equipment provided by an outside vendor.

Prohibited Activities

1. Smoking or using any type of tobacco product inside the building.
2. The use of open flames, such as lighted candles.
3. Prior written approval is required from the City Administrator for non-profit groups requesting to host events involving the following activities:
 - A. Exposing or offering for sale any article or service.
 - B. Announcing or advertising any article or service for sale or hire.
 - C. Selling alcoholic beverages.
 - D. Charging admission or collecting money at events.
 - E. Conducting games of chance.

Violation of Guidelines, Policy, or Rules

City representatives will monitor the event to review compliance with this policy and these rules. Staff members will intervene whenever a violation of the policy is observed. City of Grosse Pointe Woods staff may ask the Applicant of the event to stop the violation, or may close down the event. Should the Applicant fail to comply, staff members may call the Public Safety Department for enforcement. Violations of any city policies shall result in a forfeiture of the deposit.



USE OF KITCHEN FACILITIES

Individuals renting the kitchen may bring in their own food or hire a caterer. The applicant and/or the caterer are held fully responsible for the food being served.

1. The Community Center is not licensed as a foodservice kitchen; therefore the facility is only designed to assist in serving meals that are prepared off-site.
2. Chafing dishes with fuel heaters are only to be used to heat food outside of the kitchen. Chafing dishes and lit fuel pans are not to be transported while lit.
3. Kitchen should be left as it was found.
4. Garbage bags must be tied and put near kitchen outside door for removal.

Facilities included in rental price:

1. Sink & counters
2. Oven & microwave – for warming only, not cooking
3. Refrigerator & freezer

Facilities NOT included in rental price:

1. Items in the cupboards.
2. Cups, plates, silverware, table linens and serving utensils.

Applicants using an outside caterer must comply with the following:

1. Provide a copy of State of Michigan caterer license and alcohol license (if serving alcohol).
2. Provide an insurance certificate from the caterer with at least \$1,000,000 of liability coverage.
3. Take all utensils and serving dishes to a licensed facility to be washed, rinsed, and sanitized in a commercial sink.

POLICY FOR SERVING ALCOHOL AT THE COMMUNITY CENTER

General Policy

The purpose of this Policy and corresponding Rules is to prevent common and recognized problems that can arise from alcohol consumption, to ensure a safe and enjoyable environment for all those who use City facilities, and to reduce the risk of liability.

In addition, alcohol may not be consumed at public facilities except as authorized by City Council Resolution. The City Council has determined that, at the Community Center, alcohol can be possessed and consumed only in accordance with the laws of the State of Michigan.

The City reserves the right to deny the request for the use of alcohol, and to deny the Permit to Serve Alcohol, if it finds that the Applicant cannot or likely will not meet the requirements of this Policy, cannot sufficiently indemnify or hold harmless the City, or if the proposed event is in any way inconsistent with the use of the public facilities and the purpose of this Policy.

Generally Applicable Rules

1. A Request to Serve Alcohol shall be submitted at the time of the Room Rental Application by a Grosse Pointe Woods resident 21 years old or older.
2. The applicant is responsible for the following:
 - A. Being on site for the duration of the event.
 - B. Paying a \$50 fee for the Permit to Serve Alcohol.
3. Depending on the nature of the function, the City Administrator has discretion to require the applicant to present proof of insurance liability coverage with limits acceptable to the City Administrator
4. The only person allowed to bring alcohol into the Community Center or remove it from the building will be the applicant, caterer or its designated agent.
5. A LCC permit is required unless alcohol is served free of charge; which the applicant is responsible for obtaining.
6. Beer is to be in individual serving size containers; beer kegs are not allowed.
7. If bar service is provided, a maximum of two drinks may be served to an individual at any one time.
8. Alcohol may be possessed or consumed only by individuals over the age of 21. The applicant shall ensure that identification is in accordance with applicable law, to ensure that no one under the age of 21 is served alcohol. The only acceptable forms of identification shall be a state or other official identification card, a driver's license with photo, or a passport.
9. No alcohol shall be served to any person who is obviously intoxicated. Doing so may result in criminal prosecution.
10. Alcohol must be possessed, consumed, and served only in areas designated for the specific event by the City.

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COMMITTEE-OF-THE-WHOLE
10-11-10 - 49

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 11, 2010, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Boddy, Bryant, Granger, Howle, McConaghy, Sucher

ABSENT: None

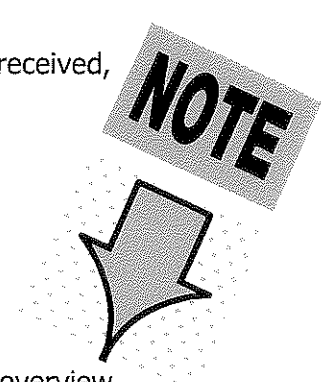
ALSO PRESENT: City Administrator Fincham
City Attorney Chip Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Building Official Tutag
Recreation Supervisor Sharp
City Engineer Lockwood

Mayor Novitke called the meeting to order at 7:34 p.m.

Motion by Bryant, seconded by Howle, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None



The first item discussed was **water reservoir**. The City Engineer provided an overview regarding necessary electrical and restoration (top soil and seed) work, which costs were not included in the original contract. The contractor's additional costs are approximately \$24,000. The City Engineer recommends paying the additional cost, and the Treasurer/Comptroller and City Administrator concurred with his recommendation.

Motion by Bryant, seconded by Boddy, that the Committee-of-the-Whole recommend that City Council authorize \$27,445.00 for the additional work, funds to be taken from the project's contingency fund.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Boddy, seconded by Bryant, that the water reservoir be removed from the Committee-of-the-Whole agenda.

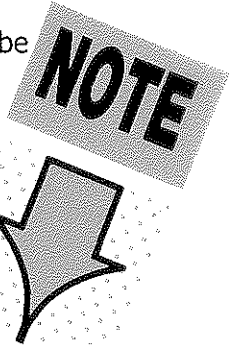
Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Sucher, seconded by Bryant, that the motion regarding water reservoir be immediately certified.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None



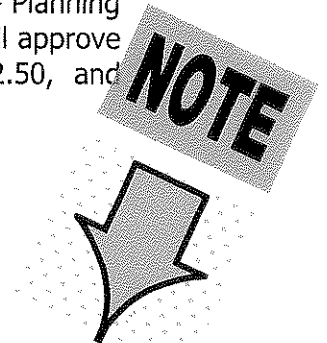
Next, the **McKenna Contract/Invoice – Planning Commission** was discussed. The Mayor stated that the contract signed in May of 2010 did not identify an amount not to exceed, and that the contract needs to be revised. The Mayor also asked the Committee to consider the authority granted to the Planning Commission by the Zoning Enabling Act to engage a contractor, and to establish dollar limitations.

There was a consensus of the Committee to address the Planning Commission procedure for engaging a contractor and setting budget allocations through budget approval.

Motion by Sucher, seconded by Boddy, regarding McKenna Contract/Invoices – Planning Commission, that the Committee-of-the-Whole recommend that the City Council approve payment of the McKenna Associates, Inc. invoices (May/June/July \$4,322.50, and August/September \$1,273.50) in a total amount not to exceed \$5,596.00.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None



Motion by Bryant, seconded by Boddy, regarding McKenna Contract for additional work, that the Committee-of-the-Whole recommend to City Council, to approve payment of an additional amount not to exceed \$3,500.00 to McKenna Associates, Inc. to assist with future services including final site plan review for the existing Children’s Home property, to be charged to the Building Department budget, and to authorize the City Attorney to prepare an amendment to the prior contract with McKenna dated May 10, 2010, to include an amount not to exceed.

Motion by Bryant, seconded by, Sucher, to remove the McKenna contract from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Bryant, seconded by Boddy, that the motions regarding the McKenna Contracts be immediately certified.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

The next item was regarding **Serenity Way**. The following resident participated in discussion:

Richard Burns

The City Attorney stated that Serenity Way has obtained a temporary six-month license from the State and there is currently no basis on which to file a complaint as the property is not occupied. The City Attorney recommended the City continue to monitor activity at the property. The Building Inspector stated the property is currently being monitored regularly. The City Attorney was directed to determine on what basis a complaint could be filed by the City if nobody moves in, and whether a permanent license may be issued without the property first being occupied during the six-month period the temporary license is in effect.

There was a consensus of the Committee to leave Serenity Way on the Committee-of-the-Whole agenda.

The Chair declared a recess at 8:23 p.m., and reconvened at 8:36 p.m.

Hearing no objections, the item regarding **Community Center Guidelines** was taken out of order. The City Attorney stated that Bob Bucko, the City's Liability Insurance Representative, confirmed no additional insurance is necessary for a person to rent a room in the Community Center.

Motion by McConaghy, seconded by Bryant, that the Community Center Guidelines be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

There were several items discussed regarding **Lake Front Park**, including issues and plans for the pool/restrooms, traffic improvement, and supervision/reorganization; guest punches/group permits – evening/morning, winter/summer, resident/non-resident, Activities Building usage; platform tennis user fee; and non-resident pool use. The City Administrator reported on information received from the Traffic Improvement Association (T.I.A.) to improve safety at Lake Front Park, and stated that he is implementing those recommendations.

The costs to reconfigure the bathrooms to create Family Restrooms and to purchase a camera system will be addressed by the Finance Committee. The City Administrator confirmed that Supervisors and Gate Guards will carry telephones/radios to use for communication purposes and reporting emergencies. The Mayor requested the City Administrator and City Attorney to research and determine whether the speed limit can remain at ten miles per hour for a non-public park. Administration was directed to find out what the requirements are, according to the American's with Disabilities Act (ADA), to retrofit the existing Lifeguard Rooms and reconstruct them for family use, and whether the standards would apply to the whole building. Administration was directed to obtain cost estimates to retrofit the Lifeguard Rooms and to retrofit existing bathrooms to create two family restrooms. This item is to remain on the Committee-of-the-Whole agenda and return by January 2011.

Discussion regarding guest punches/group permits ensued. The Recreation Supervisor will provide the Committee with winter usage numbers, including a.m. and p.m. hours, on the Activities Building by the end of the week, in memo form, and will be addressed at the next Committee-of-the-Whole meeting. According to the Park Supervisor, overall attendance of non-residents at the park is 19%. A concern was stated whether that percentage is skewed based upon passes that are not punched or non-residents not being counted by the Guards.

There was a consensus of the Committee to leave Group Permits/Guest Lists, Hours/Use of the Activities Building, and Pool Use – Non-resident on the Committee-of-the-Whole Agenda.

During discussion regarding Platform Tennis User Fee, the Mayor stated he is against charging a user fee for platform tennis comparing it to use of the Activities Building and other facilities at Lake Front Park. There was a majority consensus of the Committee to not charge a user fee for Platform Tennis.

Motion by Sucher, seconded by Granger, to remove Platform Tennis User Fee from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher
No: None
Absent: None

Motion by Boddy, seconded by Howle, that the meeting of the Committee-of-the-Whole be adjourned at 9:38 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

6D

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS
HELD ON THURSDAY, OCTOBER 7, 2010, IN THE CONFERENCE ROOM OF THE MUNICIPAL
BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 8:37 a.m.

Roll Call: Chair/City Clerk Hathaway
 Council Member Bryant
 City Attorney Don Berschback

Also in attendance: None

Motion by Bryant, seconded by Berschback, that all items on the agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

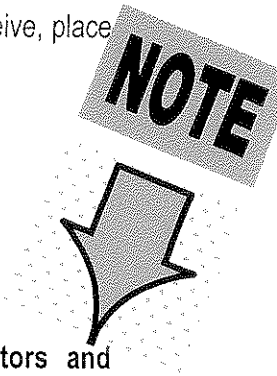
Yes: Berschback, Bryant, Hathaway
No: None
Absent: None

The purpose of the meeting was to discuss the November 2, 2010, General Election.

Motion by Berschback, seconded by Bryant, regarding the **draft ballot**, that the Commission receive, place on file, and approve the ballot as presented.

Motion carried by the following vote:

Yes: Berschback, Bryant, Hathaway
No: None
Absent: None



Motion by Berschback, seconded by Bryant, regarding **Certification of Election Inspectors and Receiving Board**, that the Election Commission recommend City Council approve the Certification of Board of Election Inspectors and Receiving Board dated October 7, 2010, as presented.

Motion carried by the following vote:

Yes: Berschback, Bryant, Hathaway
No: None
Absent: None

Motion by Bryant, seconded by Berschback, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, Bryant, Hathaway

No: None

Absent: None

Motion by Berschback, seconded by Bryant, that the meeting be adjourned at 8:46 a.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk/Chair



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

Certification of Board of Election Inspectors

The undersigned, members of the Election Commission of the City of Grosse Pointe Woods, for the **November 2, 2010 General Election**, do hereby certify as follows:

1. The number of members of the Board of Election Inspectors shall be six (6) in each precinct, one (1) of whom shall be designated as Chair, and one (1) of whom shall be designated as Co-Chair. One additional Inspector may be appointed to some precincts as needed.
2. The flat rate compensation for all regular precincts and absent voter counting board shall be as follows:

\$155.00	Chair
140.00	Co-Chair
125.00	Inspectors
3. If necessary, the City Clerk is authorized to appoint Election Inspectors to vacancies on the Board of Inspectors due to refusal or failure to serve. There shall be at all times during the times the polls are open a majority of Board of Election Inspectors on duty and there shall be at least one from each party: Republican and Democrat.
4. The number of members of the Receiving Board shall be four (4). The flat rate compensation for all receiving board members shall be \$45.00.
5. The members of the Board of Election Inspectors and Receiving Board for the above election are listed on the attached summary.

Respectfully submitted,

ELECTION COMMISSION

Lisa Kay Hathaway, City Clerk/Chair

Art Bryant, Council Member Representative

Don R. Berschback, City Attorney

Dated: October 7, 2010

Attachment

PCT	FIRST	LAST	ADDRESS1	ADDRESS2	TITLE	PTY
CB-7	BURK	NANCY	651 VERNIER RD	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	DEM
CB-7	TOCCO	DAWN	575 HIDDEN LN	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
CB-7	MACKENZIE	CAROL	1204 ALINE DR	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
CB-7	PRISBE	PAMELA	874 ANITA	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
CB-7	POCHERT	LINDA	2159 ANITA ST	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
CB-7	STEIN	JACQUELINE	34 WILLOW TREE PL	GROSSE POINTE, MI 48236	ELECTION INSPECTOR	DEM
CB-8	RABAUT	SARAH	2126 ANITA ST	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	DEM
CB-8	MOON	JACQUELINE	19955 WEDGEWOOD DR	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
CB-8	HOWE	GLADYS	20283 MORNINGSIDE DR	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
CB-8	MACKENZIE	STUART	1204 ALINE DR	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
CB-8	SALADA	RAYMOND	1220 PAGET CT	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
CB-8	STANISZEWSKI	VICTORIA	620 HIDDEN LN	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
1	RHEIN	RAY	20132 E BALLANTYNE CT	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	NP
1	HUTCHINSON	NANCY	2152 RIDGEMONT RD	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
1	BROOKS	ROBERT	1378 HAMPTON RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	NP
1	MANARDO	CYNTHIA	1940 MANCHESTER BLVD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
1	THOMPSON	JAMES	1213 ROSLYN RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
1	BERGERON	MEGAN	1065 WOODS LANE	GROSSE POINTE WOODS, MI 48236	INTERN	REP
2	BERGMANN	PHYLLIS	1154 ROSLYN RD	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	DEM
2	ROCHTE	KAREN	2109 VERNIER RD	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
2	FORD	KIM	2150 LENNON ST	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
2	HOLLAND	JEFFREY	1220 PAGET CT	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
2	KROLIKOWSKI	THADDEUS	1301 BRYN DR	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
2	COOPER	AMY	1934 MANCHESTER	GROSSE POINTE WOODS MI 48236	INTERN	DEM
3	POPKIN	DEBRA	1681 ROSLYN RD	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	DEM
3	NANNINI	JACQUELINE	1225 ALINE DR	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP

PCT	FIRST	LAST	ADDRESS1	ADDRESS2	TITLE	PTY
3	CLOR	KYLE	47 ROSLYN	GROSSE POINTE TWP, MI 48236	ELECTION INSPECTOR	REP
3	GARVEY	JUDITH	2108 HUNT CLUB DRIVE	HARPER WOODS, MI 48225	ELECTION INSPECTOR	DEM
3	WITT	DONALD	1658 ANITA	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
3	HICKS	GREGORY	1459 HAMPTON	GROSSE POINTE WOODS, MI 48236	INTERN	DEM
4	PERRY	DAVID	2065 VAN ANTWERP ST	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	NP
4	MCGOVERN	ROBERT	808 SHOREHAM RD	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
4	COPPA	SUSAN	1553 ROSLYN RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
4	MORKUT	SUSAN	2065 LANCASTER ST	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	NP
4	RICHARDSON	JENNIFER	21380 VAN K DR	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
4	ROCHTE	WILLIAM	2109 VERNIER	GROSSE POINTE WOODS, MI 48236	INTERN	REP
5	HICKS	REBECCA	1459 HAMPTON RD	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	DEM
5	HIGLEY	DENVER	2041 STANHOPE ST	GROSSE POINTE WOODS MI 48236	CO-CHAIRPERSON	REP
5	CARTER	GWENDOLYN	2101 VERNIER RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
5	MCKAY	DAVID	1867 LOCHMOOR AVE	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
5	ROCHTE	JACOB	2109 VERNIER RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
5	HAIGH	SARA	1960 HUNT CLUB	GROSSE POINTE WOODS, MI 48236	INTERN	REP
6	DIXON	MICHAEL	1091 S RENAUD RD	GROSSE POINTE WOODS MI 48236	CHAIRPERSON	NP
6	SEDLACHEK	SARA	2071 OXFORD	HARPER WOODS MI 48236	CO-CHAIRPERSON	REP
6	LILLICH	HEIDI	1547 BLAIRMOOR CT.	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
6	MALBOUEF	THOMAS	1700 S RENAUD RD	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	REP
6	TOLES	RUSSELL	1640 FORD CT	GROSSE POINTE WOODS MI 48236	ELECTION INSPECTOR	DEM
6	ULMER	JORDAN	1151 SOUTH RENAUD	GROSSE POINTE WOODS, MI 48236	INTERN	NP
RB	BENNETT	MAUREEN	2056 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP
RB	LOCH	RICHARD	2110 HAMPTON	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	DEM
RB	CARBONI	MEGHAN	899 BRIARCLIFF	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP
RB	PAAVOLA	JULIE	1636 BLAIRMOOR	GROSSE PONITE WOODS, MI 48236	RECEIVING BOARD	DEM

Approved by Comm 6E
RECEIVED 9/14/10

SEP 15 2010

CITY OF GROSSE POINTE WOODS

Citizens Recreation Commission Meeting Minutes

Meeting of the Citizens' Recreation Commission held on
September 14, 2010 at 7:00 p.m. in the conference room at City Hall, 20025
Mack, Grosse Pointe Woods, Michigan 48236.

PRESENT:

B. Babcock, Chairperson
M. Miller, Secretary
J. Dansbury, Treasurer
G. Heim
T. Jerger
B. Janutol
N. Rennpage
T. Stapleton

NOT PRESENT:

M. Moore

ALSO PRESENT:

Joe Ahee and Melissa Sharp

CALL TO ORDER: 7:06 p.m.

APPROVAL OF MINUTES:

MOTION made by Ms. Janutol, second by Mr. Dansbury, to accept the minutes of the July 13, 2010 meeting.

MOTION passed by the following vote:

Yes: Babcock, Dansbury, Heim, Janutol, Jerger, Miller, Stapleton and Rennpage
No: None
Absent: Moore

COUNCIL MEETING REPORT:

No report this month.

DIRECTOR'S REPORT

Ms. Sharp reported that it was a successful summer at Lakefront Park. Two "camp-outs" were held. Turnout for the camp-outs was somewhat less than last year. The lower attendance may have been the result of lack of advertising in the Grosse Pointe Schools and the fee that was

charged this year. Ms. Sharp will review the attendance figures and the cost of the event to determine if any changes need to be made to increase attendance.

Ms. Sharp reported that Lakefront Park was visited by 37,000 non-resident guests. Picnic permits were used to bring large groups of non-residents into the park. Some residents have been abusing the guest privileges by using passes of neighbors and friends to bring more guests into the park. Due to the large number of non-residents in the park, the Commission will review the guest policy. The Commission will also discuss whether a fee for non-residents should be assessed. The Commission will also discuss the whether a new type of pass system could be instituted to eliminate the transfer of park passes among residents.

Ms. Sharp reported that she will investigate the use of a "family restroom" at the bathhouse. Such a restroom could be used in order to avoid having young children entering the locker room alone or using the locker room of the opposite gender. An entrance to the pool deck from the fenced in area has been established to allow people with young children to enter the pool without going through the locker rooms.

The following events are planned for the fall and winter:

Halloween "Hob Nob"—October

Woods Aglow—November

Polar Express—December

Winterfest—January

BUSINESS AND REPORTS:

- **Alcohol Policy**

The alcohol policy at Lakefront Park will remain the same.

The alcohol policy at the Community Center may be revised to allow alcohol to be served. A fee may be required for an alcohol permit.

- **Community Center fee**

The fee schedule for room rental at the Community Center is being revised. A revised fee schedule will be submitted to the City Council.

- **Dog Park**

Dog park attendance data was reviewed. For 2010, use of the dog park averaged just over 4 dogs per day. The Commission will review the cost to maintain the dog park to determine whether it is feasible to continue to operate the dog park at Lakefront Park.

- **NEW BUSINESS**

Mr. Heim suggested that the Commission consider placing additional kayak racks near the

boardwalk adjacent to the Ford property. Placing the rack in this area would allow easier access to the bay and may allow for a youth sailing program at the park. Mr. Ahee will provide information regarding the cost of placing a rack in this area.

ADJOURNMENT:

Motion to Adjourn made by Ms. Janutol, second by Mr. Rennpage

MOTION passed by the following vote:

Yes: Babcock, Dansbury, Heim, Janutol, Jerger, Miller, Stapleton and Rennpage

No: None

Absent: Moore

The meeting was adjourned at 8:25 p.m.

The next meeting will be at 7:00 p.m. on October 12, 2010.

Mark Miller Secretary
mmiller@dmm-law.com;
313-268-9517

Community Center Price Comparisons

	CAPACITY	MIN. # OF HOURS	PRICE/ HOUR		COST PER ADDITIONAL HOUR		DEPOSIT	DEPOSIT REFUNDABLE
GPF	Great Room 120 people	4	\$60		\$60		\$150	yes
	Activities Room 36 people	4	\$30		\$30		\$90	yes
GPP	Tompkins Center 129 people	1p.m-1a.m	Weekend \$350 Weddings \$550 Weekday \$250		n/a		\$275	yes
		3 hr. max.	M-Th Hourly Rate \$75- 1 st hr.		\$50		\$275	yes
HW	Small Hall 75 People	1	\$75		\$75		none	none
	Large Hall 200 People	4	S-Th \$100/hr Fri \$125/hr Sat \$150/hr		Same rate		none	none
GPW current	All Rooms 125 people	5	DAY \$40	NIGHT \$50	DAY \$50	NIGHT \$65	\$100	yes
	Park Room 80 people	5	\$20	\$26	\$25	\$35	\$100	yes
	Garden Room 48 people	5	\$16	\$19	\$20	\$25	\$100	yes
	Lake Room 24 people	5	\$9	\$11	\$11	\$15	\$100	yes
GPW proposed	All Rooms 125 people	5	\$55		\$70		\$200	Yes
	Park Room 80 people	5	\$35		\$45		\$200	Yes
	Garden Room 48 people	5	\$20		\$25		\$200	Yes
	Lake Room 24 people	5	\$10		\$15		\$200	Yes

New rates effective Jan 1 except alcohol 50% fee

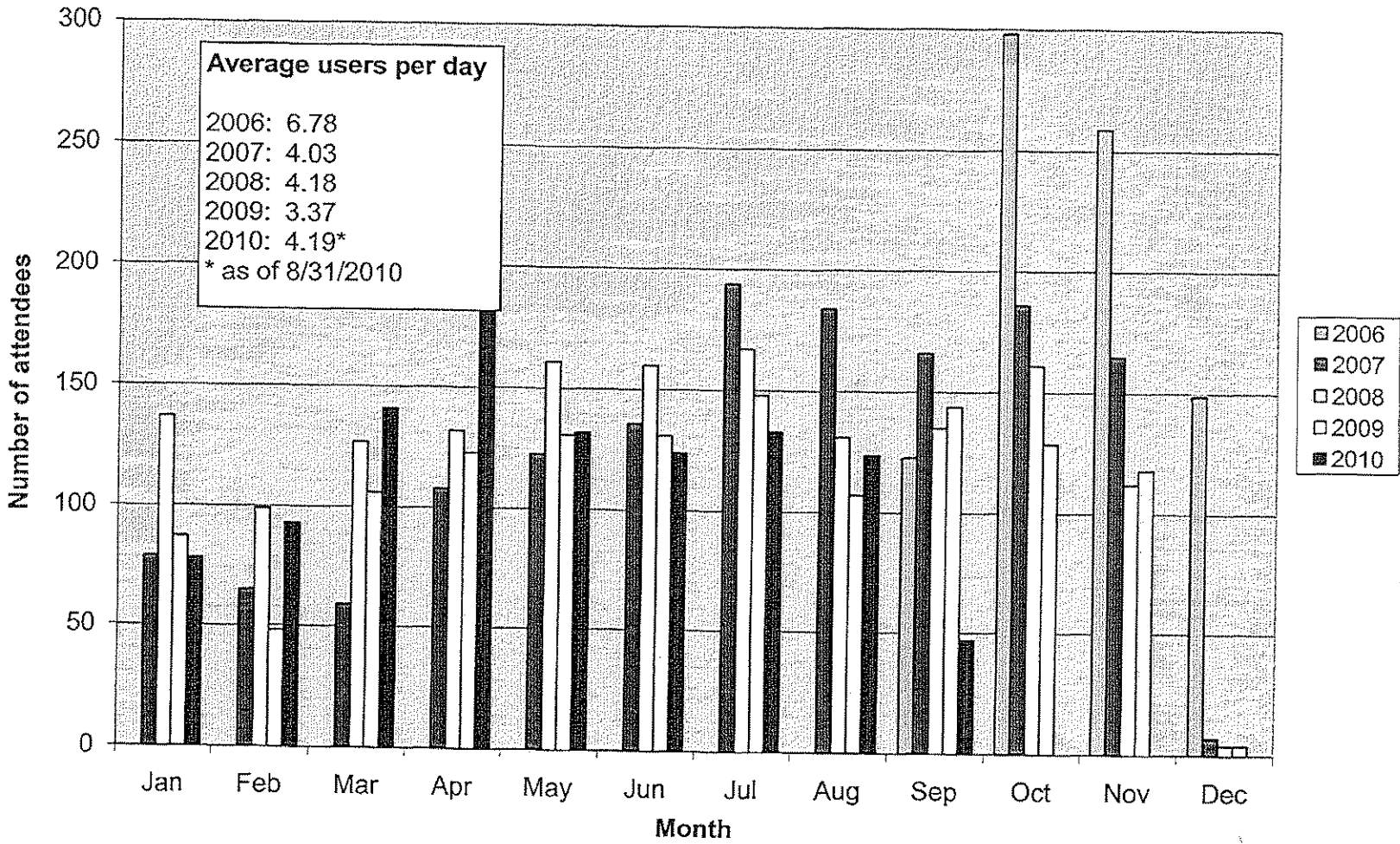
Revised 9/13/2010

Look at in 1yr after.

LRC permit is required unless given free of charge

No Bull's points use #

Dog Park Attendance



Citizens Recreation Commission Excerpt
10/12/10

BUSINESS AND REPORTS:

• **Relay for Life**

The American Cancer Society has asked to use Lakefront Park for its fund raising walk May 14-15, 2011. Local schools participate in the Relay. The Relay for Life was held at Lakefront Park in 2010 and was quite successful. Ms. Sharp reported that the Relay for Life is well organized and did not cause any problems at the park.

MOTION made by Ms. Janutol, second by Mr. Miller, to allow the American Cancer Society to use Lakefront Park for the 2011 Relay for Life, May 14-15, 2011.

MOTION passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Moore, and Rennpage

No: None

Absent: Babcock, Dansbury and Stapleton

MOTION FOR IMMEDIATE CONSIDERATION of 2011 Relay for Life Motion made by Mr. Miller, second by Ms. Janutol

MOTION passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Moore, and Rennpage

No: None

Absent: Babcock, Dansbury and Stapleton

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

cbwlaw@yahoo.com

September 13, 2010

RECEIVED

SEP 13 2010

CITY OF GROSSE PTE. WOODS

DON R. BERSCHBACK
OF COUNSEL

Honorable Mayor and Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: AT&T Special Land Use Application and Land Lease Agreement
Agenda Item for October 18, 2010

Dear Mayor and Council:

Two matters relating to the proposed cell tower are before you on October 18th. The first item on the agenda is the third and final public hearing regarding AT&T's application to construct a wireless communications facility (WCF) at the DPW yard. The Planning Commission initially recommended approval of variances to the ZBA. The ZBA granted the variances subject to further review and approval of the WCF as a whole. The Planning Commission conducted a public hearing and issued a resolution recommending approval of the WCF as a special land use. AT&T is now before the Council requesting final approval of all aspects relating to this project.

Sec. 50-620 authorizes WCFs as a special land use. Sec. 50-32 deals with special land use approval in general. Sec. 50-32(7) indicates the City Council shall review the special land use and consider the Planning Commission's recommendation. Under 50-32(8), the City Council shall make the final determination on the application for special land use "based on the requirements and standards of this Chapter". Approval, approval with conditions, or disapproval shall be made by resolution setting forth the City Council's findings regarding the pertinent requirements and standards.

The Planning Commission considered separate resolutions to either approve or deny the special land use. The Planning Commission unanimously adopted the resolution recommending approval of the special land use. I have prepared two separate resolutions for the City Council's consideration, one approving the special land use and project as a whole, and one denying approval. It would be the prerogative of Council to take action regarding either resolution.

If the Council votes to approve the WCF, the next agenda item would be review of the Land Lease Agreement. After a great deal of negotiation with AT&T, I provided the Council with a proposed draft of the lease in a cover letter dated June 14, 2010 in conjunction with the ZBA hearing.

I have enclosed a clean copy of the lease with all of the draft changes accepted and another copy of the executive summary of the lease..

If you have any questions please call.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

**THE CITY OF GROSSE POINTE WOODS
COUNCIL RESOLUTION
APPROVING THE
AT&T WIRELESS COMMUNICATION FACILITY**

WHEREAS, AT&T has filed an application under the Wireless Communication Facilities (WCF) ordinance to construct a WCF at 1200 Parkway, Grosse Pointe Woods; and,

WHEREAS, the Planning Commission on May 25, 2010 previously recommended that the Zoning Board of Appeals (ZBA) grant the required variance to allow construction of the WCF; and,

WHEREAS, on June 21, 2010 the ZBA approved the required variances subject to further recommendations and approvals of the Planning Commission and the City Council as required under the WCF ordinance; and,

WHEREAS, the Planning Commission recommended approval of the special land use at a meeting held on July 27, 2010; and,

WHEREAS, AT&T's application is now before the City Council for continued consideration of the application under the WCF ordinance; and,

WHEREAS, at a public hearing held on October 18, 2010 the City Council reviewed AT&T's application, site plan, and all supporting documents which have been received and placed on file as part of the public hearing.

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

I. Site Plan Resolution. Pursuant to Sec. 50-37, the City Council has reviewed the site plan together with the supporting documents and hereby approves the site plan. The findings and reasons for this recommendation are contained further in this Resolution.

II. Special Land Use Resolution. IT IS FURTHER RESOLVED that AT&T's application has been reviewed under the terms of the WCF ordinance as a special land use. Pursuant to 50-620, the City Council finds that the application has met the criteria for consideration as a WCF as a special land use as follows:

- (a) the applicant has demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation or addition to facilities inside or outside the City;
- (b) there is no feasible alternative or other means of satisfying the service needs;
- (c) the WCF is of a form which is compatible with the existing character of the proposed site, neighborhood and general area;
- (d) the WCF is capable of supporting collocation of other WCF's and appropriate agreements will be in place to permit collocation.

III. WCF Ordinance Resolution. IT IS FURTHER RESOLVED that pursuant to Sec. 50-619(b)(3), which requires a review of the WCF application as a whole, the City Council approves AT&T's application.

The factual findings and reasons for these recommendations are based on the record and supporting documentation submitted to the City as of this date including the agenda items received and placed on file at the ZBA hearing and the Planning Commission hearing on July 27, 2010, as well as the comments and representations made at the public hearing before this body on October 18, 2010 including but not limited to the following:

1. The need for a site in the proposed location has been documented by the applicant as indicated on the map shown on page 8 of the application.
2. This wireless proposal is designed as a multi-carrier facility, to allow for up to three future co-locations, which are encouraged by the Ordinance. The 100' height of the structure is necessary to comply with the ordinance with regard to the collocation of other carriers.
3. The proposed location of the facility at the DPW yard is the only location that will not interfere with the safe day to day operation of the facility and will not impede future development of the site.
4. The applicant has demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation of or addition to existing facilities inside or outside the municipal boundaries of the city.
5. The stealth design of the mono pole is of a form which is compatible with the existing character of the proposed site, neighborhood and general area.
6. All relevant requirements of Article VI Wireless Communication Facilities have been addressed and met by the applicant.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

LISA K. HATHAWAY, MMC
City Clerk

CERTIFICATION

I, Lisa K. Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on October 18, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.

LISA K. HATHAWAY, MMC
City Clerk

**THE CITY OF GROSSE POINTE WOODS
COUNCIL RESOLUTION
DENYING APPROVAL OF THE
AT&T WIRELESS COMMUNICATION FACILITY**

WHEREAS, AT&T has filed an application under the Wireless Communication Facilities (WCF) ordinance to construct a WCF at 1200 Parkway, Grosse Pointe Woods; and,

WHEREAS, the Planning Commission on May 25, 2010 previously recommended that the Zoning Board of Appeals (ZBA) grant the required variance to allow construction of the WCF; and,

WHEREAS, on June 21, 2010 the ZBA approved the required variances subject to further recommendations and approvals of the Planning Commission and the City Council as required under the WCF ordinance; and,

WHEREAS, the Planning Commission recommended approval of the special land use at a meeting held on July 27, 2010; and,

WHEREAS, AT&T's application is now before the City Council for continued consideration of the application under the WCF ordinance; and,

WHEREAS, at a public hearing held on October 18, 2010 the City Council reviewed AT&T's application, site plan, and all supporting documents which have been received and placed on file as part of the public hearing.

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

I. Site Plan Resolution. Pursuant to Sec. 50-37, the City Council has reviewed the site plan together with the supporting documents and hereby denies the site plan. The findings and reasons for this recommendation are contained further in this Resolution.

II. Special Land Use Resolution. IT IS FURTHER RESOLVED that AT&T's application has been reviewed under the terms of the WCF ordinance as a special land use. Pursuant to 50-620, the City Council finds that the application has not met the criteria for consideration as a WCF as a special land use as follows:

- (a) the applicant has not demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation or addition to facilities inside or outside the City;
- (b) the applicant has not demonstrated that there is no feasible alternative or other means of satisfying the service needs;
- (c) the applicant has not demonstrated that the WCF is of a form which is compatible with the existing character of the proposed site, neighborhood and general area;
- (d) the applicant has not demonstrated that the WCF is capable of supporting collocation of other WCF's and appropriate agreements will be in place to permit collocation.

III. WCF Ordinance Resolution. IT IS FURTHER RESOLVED that pursuant to Sec. 50-619(b)(3), which requires a review of the WCF application as a whole, the City Council denies AT&T's application.

The factual findings and reasons for these recommendations are based on the record and supporting documentation submitted to the City as of this date including the agenda items received and placed on file at the ZBA hearing and the Planning Commission hearing on July 27, 2010, as well as the comments and representations made at the public hearing before this body on October 18, 2010 including but not limited to the following:

1. The need for a site in the proposed location has not been sufficiently documented by the applicant as indicated on the map shown on page 8 of the application.
2. The proposed location of the facility at the DPW yard is not necessarily the only location that will not interfere with the safe day to day operation of the facility and will not impede future development of the site.
3. The applicant has not demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation of or addition to existing facilities inside or outside the municipal boundaries of the city.
4. The stealth design of the mono pole is not of a form which is compatible with the existing character of the proposed site, neighborhood and general area.
5. All relevant requirements of Article VI Wireless Communication Facilities have not been met by the applicant.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

LISA K. HATHAWAY, MMC
City Clerk

CERTIFICATION

I, Lisa K. Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on October 18, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.

LISA K. HATHAWAY, MMC
City Clerk

7J
CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

cbwlaw@yahoo.com

DON R. BERSCHBACK
OF COUNSEL

June 14, 2010

Honorable Mayor and Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. Proposed AT&T/ DPW Cell Tower Lease

Dear Mayor and Council:

I have attached to this letter the proposed "Land Lease Agreement" submitted by AT&T as part of their cell tower application. Pursuant to prior discussions at the Committee of the Whole, Administration and I have met with AT&T on a number of occasions to negotiate the terms of this Lease. I submitted detailed concerns to AT&T's attorney in letters dated March 17th and March 31st after reviewing the first and second drafts. What you have in front of you is the third draft from AT&T, which essentially adopts each one of the 18 bullet points which I raised in my letters. I want to make clear that the Lease issues are not technically part of the ZBA hearing scheduled for June 21, 2010, but I assume the ZBA would want to consider the proposed Lease in making its decision on the variance issues.

EXECUTIVE SUMMARY – LAND LEASE AGREEMENT

1. Lease of Premises. 1,140 sq. feet of DPW ground space is being rented. The location has been approved by Mark Wollenweber and Joe Ahee.
2. Permitted Use. The land will be used for telecommunication purposes including 911 communication facilities. Any alterations, expansions, or upgrades to the proposed site plan must be approved by the City. The number of antennas may be increased so long as they are contained within the tower, not hanging outside of it. At no extra charge to the City, the City will place a public whip antenna on the structure for City purposes.
3. Term. There is an initial five year term with the option to renew for four five year terms. (Total potential term of 25 years). Automatic renewals absent any action.
4. Rent. \$1,945.00 per month plus \$20,000.00 up front fee prior to construction. Three percent escalator clause at the end of each five year term.

5. Approvals. The Lease is subject to the City's Wireless Communications Facilities Ordinance. The Lease is also subject to Government Approvals. Tenant to perform soil borings and environmental investigations or tests at its own cost.
6. Termination. AT&T can terminate with 60 days notice for no reason at all provided it pays three months rent and dismantles the facility under Paragraph 13 of the Lease. The Lease can also be terminated for no reason at all prior to commencement of construction.
7. Insurance. Three Million Dollar combined single limit listing the City as additional insured. AT&T may provide self insurance, but the self insurance option would not apply to future third parties without the written approval of Landlord.
8. Interference. Standard clauses making clear that the City will not provide frequency interference or rent additional space at the DPW yard with which would interfere with this facility.
9. Indemnification. Joint indemnification provisions.
10. Warranties. Standard warranties by the City that we own the property, it is not encumbered by liens, etc.
11. Environmental. The City is making no representations or warranties regarding the environmental conditions of the property. AT&T will make its own investigation and determine whether the site is suitable for construction. This paragraph includes joint indemnity provisions on any actions of the parties which may give rise to a claim.
12. Access. Specific language regarding easements was removed from the draft other than existing utility easements for electricity. In its place, AT&T will have access to the property as necessary.
13. Removal/Restoration. If the agreement is terminated, AT&T will remove all above ground improvements including the tower within 120 days. However, the City would have the option of requesting that AT&T not remove the tower, and then AT&T would transfer ownership of the tower to the City.
14. Maintenance/Utilities. Standard clauses, Tenant to supply its own metered electrical supply. If required by the utility, we would sign a separate recordable utility easement only.
15. Default and Right to Cure. Standard clauses.
16. Assignment/Sublease. AT&T can assign its interest to an affiliate, subsidiary, merger partner, etc. AT&T cannot otherwise assign the agreement without Landlord's consent. AT&T would have the right to sublease space on the tower to additional co-locaters, which would then be required to enter into a separate lease with the City for additional ground space. AT&T is precluded from allowing additional locaters to use its ground

space for shelter. (This is how the City would obtain additional income from co-locaters, since the co-locaters would need to rent additional ground space from the City.)

17. Notices. Standard language.
18. Condemnation. Standard language.
19. Casualty. Standard language.
20. Wavier of Landlord's Liens. Standard language.
21. Taxes. Standard language.
22. Sale of Property. Standard language.
23. Rental Stream Offer. If some company proposes to give the City money for the rental stream from the cell tower, AT&T has the right of first refusal at the same monetary amount.
24. Miscellaneous. Standard language.

If you have any questions, please call.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg

cc: Mark Wollenweber
Gene Tutag
Joe Ahee
Don Berschback

May 14 -
3rd draft
from ATT

Market: Detroit
Cell Site Number: MI1040
Cell Site Name: Grosse Pointe Woods DPW
Fixed Asset Number: 10127870 ✓

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Grosse Pointe Woods, a municipality, having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at 1200 Parkway Drive, in the County of Wayne, State of Michigan (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1,140 square feet including the air space above such room/cabinet/ground space for the placement of Tenant's radio cabinets as described on attached **Exhibit 1** (the "**Premises**").
2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, ("**tower**") associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant 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 Tenant or Landlord (collectively, the "**Permitted Use**"). ~~Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 shall~~ includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). **Any Premises improvements, alterations, upgrades, expansions or additions that are a material deviation from the site plan attached as Exhibit 1 must first be reviewed and approved by Landlordthe City.** Tenant Changes shall include the right to construction of a fence around the Premises, and Tenant may undertake any other appropriate means to secure the Premises at Tenant's expense, **the specifications of which shall be shown on the plans and approved by Landlordthe City.** Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the

equipment, increase the number of antennas (so long as they are contained within the tower as shown in Exhibit 1), or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. ~~In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.~~

Notwithstanding the above, during the ~~Term of this Agreement Lease and any subsequent renewal,~~ Landlord shall have reserved and be allowed to place at no rental charge to Landlord a public whip antenna as shown on Exhibit 1 and to place a similar antenna, or such other UHF or VHF type of antenna, below the antenna housing section of the tower ("~~Landlord's Premises~~"). The Landlord will be responsible for ordering service and making payment to the appropriate utility company for its electricity. Landlord may use ~~the Landlord's Premises~~ for the transmission and reception of communications signals, for Landlord's public services, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "~~Landlord's Communication Facility~~"). Landlord further has the right but not the obligation to add, modify and/or replace equipment on the ~~T~~tower, with Tenant's prior written approval, which shall not be unreasonably withheld or delayed 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 (collectively, the "~~Landlord's Permitted Use~~"). The addition of Landlord's Communication Facility or its antennas shall not interfere with Tenant's Communication Facility ~~system~~ as described more fully in ~~paragraph~~Section 8 below. Landlord shall be responsible for removing Landlord's Communication Facilities at the end of the ~~Term.s permitted herein.~~

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension 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 Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in

advance, One Thousand Nine Hundred Forty-Five and No/100 Dollars (\$1,945.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Prior to commencing construction, Tenant will pay Landlord a one time rent fee of \$Twenty Thousand and no/100 Dollars (\$20,000.00).

(c) In year one (1) of each Extension Term, the monthly Rent will increase by three percent (3 %) over the Rent paid during the previous year Term.

(d) 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 Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) The parties agree and acknowledge that the approval of this facility will be subject to review under the Grosse Pointe Woods Code Wireless Communication Facilities Ordinance sections 50-615 through 50-625. Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement, ~~and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.~~ In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant'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 Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24(1) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors. **Notwithstanding the above, the right to self insure shall only apply to the undersigned Tenant, its affiliates, and subsidiaries and shall not be assignable to any other third party without the written approval of Landlord.**

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises 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 Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant 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, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. 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 such interference) until the interference has been corrected.

(d) For the 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 Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) **To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless**

from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant 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.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (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) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord ~~does not~~ represents and/or warrants the environmental condition of the Property and/or the Premises. **Tenant shall have the right to make an investigation of the Property and Premises as to the suitability for its facilities.** ~~, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.~~ Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant 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 11(a). Landlord agrees to hold harmless and indemnify Tenant 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. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant 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 Tenant.

(c) The indemnifications of this Section 11 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 Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination,

renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

easement
OUT

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant ~~the right for an easement for~~ such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. ~~Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term.~~

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant 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 Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements, **including the tower**, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. **Footings, foundations, and concrete will be removed to a depth of three feet below grade.** Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Notwithstanding the foregoing, upon Tenant providing notice to Landlord of termination of the Agreement and upon request of Landlord, Tenant shall not remove the tower and shall transfer ownership of the tower to Landlord.

~~Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.~~

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant 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 Tenant on the Premises. Tenant shall secure its own metered electrical supply.

~~In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty five (45) days of receipt of the usage data and required forms. As noted in Section 4(e) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right 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.~~

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable utility easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant 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) Tenant's failure to perform any other term or condition under this Agreement, **including but not limited to the payment of personal property taxes**, 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 Tenant has commenced to cure such default within such period and provided that 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 Tenant. If Tenant 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) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) 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 from Tenant 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, Tenant 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 Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. - Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's

City gets \$ for extra ground leases.

added to clarify \$

consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Tenant shall have the right to sublease space on the tower to additional co-locators, while Landlord shall have the right to enter into a separate lease with each co-locator for the ground space. Furthermore, Tenant agrees that it shall not let other co-locators use or lease space insidewithin its ground space or shelter. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW; (MI)
Fixed Asset No: 10127870
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With the required copy to of legal notice sent to Tenant at the address above:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW; (MI)
Fixed Asset No: 10127870
15 East Midland Ave.
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

With the required copy of legal notice sent to: Landlord
City Attorney
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) 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 will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property

- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant 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 Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant 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, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment

of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(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 Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, 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 Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation 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 Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** 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 this 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; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "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.

(i) **Survival.** 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.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** 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 THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Robert E. Novitke
Its: Mayor
Date: _____

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Mark Wollenweber
Its: City Administrator
Date: _____

WITNESSES:

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

ss:

On the ____ day of _____, 2010, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the **Manager of New Cingular Wireless PCS, LLC** _____, the **Tenant** _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the **Tenant** _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF _____)

ss:

On the ____ day of _____, 2010, before me personally appeared Robert E. Novitke, and acknowledged under oath that he is the Mayor of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

STATE OF MICHIGAN)

COUNTY OF _____)

ss:

On the ____ day of _____, 2010, before me personally appeared **Mark Wollenweber**, and acknowledged under oath that he ~~is~~ **is the City Administrator** of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

Market: Detroit
Cell Site Number: MI1040
Cell Site Name: Grosse Pointe Woods DPW
Fixed Asset Number: 10127870

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Grosse Pointe Woods, a municipality, having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at 1200 Parkway Drive, in the County of Wayne, State of Michigan (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1,140 square feet including the air space above such room/cabinet/ground space for the placement of Tenant's radio cabinets as described on attached **Exhibit 1** (the "Premises").
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("tower") associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant 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 Tenant or Landlord (collectively, the "**Permitted Use**"). **Exhibit 1** shall include drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Any Premises improvements, alterations, upgrades, expansions or additions that are a material deviation from the site plan attached as **Exhibit 1** must first be reviewed and approved by Landlord. Tenant Changes shall include the construction of a fence around the Premises, and Tenant may undertake any other appropriate means to secure the Premises at Tenant's expense, the specifications of which shall be shown on the plans and approved by Landlord. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas (so long as they are contained within the tower as shown in Exhibit 1), at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property

in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

Notwithstanding the above, during the Term of this Agreement, Landlord shall have reserved and be allowed to place at no rental charge to Landlord a public whip antenna as shown on **Exhibit 1** and to place a similar antenna, or such other UHF or VHF type of antenna, below the antenna housing section of the tower ("**Landlord's Premises**"). Landlord will be responsible for ordering service and making payment to the appropriate utility company for its electricity. Landlord may use Landlord's Premises for the transmission and reception of communications signals, for Landlord's public services, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "**Landlord's Communication Facility**"). Landlord further has the right but not the obligation to add, modify and/or replace equipment on the tower, with Tenant's prior written approval, which shall not be unreasonably withheld or delayed 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. The addition of Landlord's Communication Facility or its antennas shall not interfere with Tenant's Communication Facility as described more fully in Section 8 below. Landlord shall be responsible for removing Landlord's Communication Facility at the end of the Term.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension 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 Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Nine Hundred Forty-Five and No/100 Dollars (\$1,945.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Prior to commencing construction, Tenant will pay Landlord a one time rent fee of Twenty Thousand and no/100 Dollars (\$20,000.00).

(c) In year one (1) of each Extension Term, the monthly Rent will increase by three percent (3 %) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as 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 Tenant. The foregoing shall not apply to monthly rent which

is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) The parties agree and acknowledge that the approval of this facility will be subject to review under the Grosse Pointe Woods Code Wireless Communication Facilities Ordinance sections 50-615 through 50-625. Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant'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 Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24(l) Severability of this Agreement.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand,

lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors. Notwithstanding the above, the right to self insure shall only apply to the undersigned Tenant, its affiliates, and subsidiaries and shall not be assignable to any other third party without the written approval of Landlord.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises 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 Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant 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, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. 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 such interference) until the interference has been corrected.

(d) For the 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 Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant 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.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of

record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (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) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord does not represent and/or warrant the environmental condition of the Property and/or the Premises. Tenant shall have the right to make an investigation of the Property and Premises as to the suitability for its facilities.

(b) Landlord and Tenant 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 11(a). Landlord agrees to hold harmless and indemnify Tenant 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. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant 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 Tenant.

(c) The indemnifications of this Section 11 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 Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant the right for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant 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 Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements, including the tower, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of three-feet below grade. Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Notwithstanding the foregoing, upon Tenant providing notice to Landlord of termination of the Agreement and upon request of Landlord, Tenant shall not remove the tower and shall transfer ownership of the tower to Landlord.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant 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 Tenant on the Premises. Tenant shall secure its own metered electrical supply.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable utility easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant 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) Tenant's failure to perform any other term or condition under this Agreement, including but not limited to the payment of personal property taxes, 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 Tenant has commenced to cure such default within such period and provided that 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 Tenant. If Tenant 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) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) 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 from Tenant 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, Tenant 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 Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Tenant shall have the right to sublease space on the tower to additional c-locators, while Landlord shall have the right to enter into a separate lease with each co-locator for the ground space. Furthermore, Tenant agrees that it shall not let other co-locators use or lease space within its ground space or shelter.

17. **NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW (MI)
 Fixed Asset No: 10127870
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With the required copy to:
 New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW (MI)
 Fixed Asset No: 10127870
 15 East Midland Ave.
 Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

With the required copy of legal notice sent to:
 City Attorney
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) 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 will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant 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 Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant 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, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold

improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(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 Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, 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 Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation 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 Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15)

business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** 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 this 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; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "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.

(i) **Survival.** 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.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** 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 THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Robert E. Novitke
Its: Mayor
Date: _____

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Alfred Fincham
Its: City Administrator
Date: _____

WITNESSES:

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Robert E. Novitke, and acknowledged under oath that he is the Mayor of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Alfred Fincham, and acknowledged under oath that he is the City Administrator of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 11

to the Agreement dated _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

See attached construction drawings consisting of 10 pages.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

MEMORANDUM OF LEASE

Prepared by:

Haley Law Firm, PLC

8065 Grand River

Brighton, MI 48114

Return to:

Re: Cell Site #MI1040; Cell Site Name: Grosse Pointe Woods DPW
Fixed Asset Number: 10127870
State: Michigan
County: Wayne

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Robert E. Novitke
Its: Mayor
Date: _____

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Lisa K. Hathaway
Its: Clerk
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Robert E. Novitke, and acknowledged under oath that he is the Mayor of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Lisa K. Hathaway, and acknowledged under oath that she is the Clerk of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 11

to the Memorandum of Lease dated _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

See attached construction drawings consisting of 10 pages.

**THE CITY OF GROSSE POINTE WOODS
PLANNING COMMISSION RESOLUTION
RECOMMENDING APPROVAL OF
AT&T WIRELESS COMMUNICATION FACILITY**

Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on Tuesday, July 27, 2010, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members Dickinson, Evola, Fuller, Gilezan, Hamborsky, Richardson, Vaughn

ABSENT: Members Nederhood, Vitale

The following preamble and resolution were offered by Member Vaughn and seconded by Member Dickinson:

WHEREAS, AT&T has filed an application under the Wireless Communication Facilities (WCF) ordinance to construct a WCF at 1200 Parkway, Grosse Pointe Woods; and,

WHEREAS, the Planning Commission on May 25, 2010 previously recommended that the Zoning Board of Appeals (ZBA) grant the required variance to allow construction of the WCF; and,

WHEREAS, on June 16, 2010 the ZBA approved the required variances subject to further recommendations and approvals of the Planning Commission and the City Council as required under the WCF ordinance; and,

WHEREAS, AT&T's application is now before the Planning Commission for continued consideration of the application under the WCF ordinance; and,

WHEREAS, the WCF ordinance provides that the application shall be reviewed in accordance with the conditions of the WCF ordinance as a special land use; and,

WHEREAS, the WCF ordinance requires written recommendation to the City Council regarding the application; and,

WHEREAS, at a public hearing held on July 27, 2010 the Planning Commission reviewed AT&T's application, site plan, and all supporting documents which have been received and placed on file as part of the public hearing.

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

I. Site Plan Resolution. Pursuant to Sec. 50-37, the Planning Commission has reviewed the site plan together with the supporting documents. Since further review is required by the City Council, the Planning Commission recommends approval of the site plan. The findings and reasons for this recommendation are contained further in this Resolution.

II. Special Land Use Resolution. IT IS FURTHER RESOLVED that AT&T's application has been reviewed under the terms of the WCF ordinance as a special land use. Pursuant to 50-620, the Planning Commission finds that the application has met the criteria for consideration as a WCF as a special land use as follows:

- (a) the applicant has demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation or addition to facilities inside or outside the City;
- (b) there is no feasible alternative or other means of satisfying the service needs;
- (c) the WCF is of a form which is compatible with the existing character of the proposed site, neighborhood and general area;
- (d) the WCF is capable of supporting collocation of other WCF's and appropriate agreements will be in place to permit collocation.

III. WCF Ordinance Resolution. IT FURTHER RESOLVED that pursuant to Sec. 50-619(b)(3), which requires a recommendation on the WCF application as a whole, the Planning Commission recommends approval of AT&T's application to the City Council.

The factual findings and reasons for these recommendations are based on the record and supporting documentation submitted to the City as of this date including the agenda items received and placed on file at the ZBA hearing and this hearing, as well as the comments and representations made at the public hearing before this body on July 27, 2010 including but not limited to the following;

1. The need for a site in the proposed location has been documented by the applicant as indicated on the map shown on page 8 of the application.
2. This wireless proposal is designed as a multi-carrier facility, to allow for up to three future co-locations, which are encouraged by the Ordinance. The 100' height of the structure is necessary to comply with the ordinance with regard to the collocation of other carriers.
3. The proposed location of the facility at the DPW yard is the only location that will not interfere with the safe day to day operation of the facility and will not impede future development of the site.
4. The applicant has demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation of or addition to existing facilities inside or outside the municipal boundaries of the city.
5. The stealth design of the mono pole is of a form which is compatible with the existing character of the proposed site, neighborhood and general area.

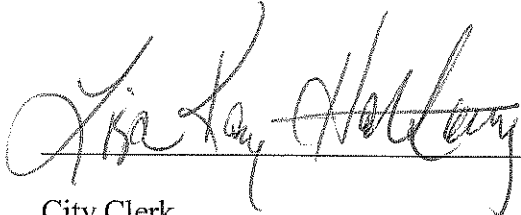
6. All relevant requirements of Article VI Wireless Communication Facilities have been addressed and met by the applicant.

AYES: Dickinson, Evola, Fuller, Gilezan, Hamborsky, Richardson, Vaughn

NAYS: None

ABSENT: Nederhood, Vitale

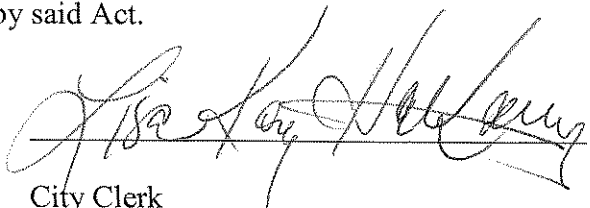
RESOLUTION DECLARED ADOPTED.



City Clerk

CERTIFICATION

I, Lisa Kay Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Planning Commission on July 27, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.



City Clerk

RECEIVED

SEP 13 2010

CITY OF GROSSE PTE. WOODS

September 12, 2010
Mr. Kenneth Daher
1726 Hollywood Ave.
Grosse Pointe Woods, MI 48236

The Honorable Robert E. Novitke, Mayor & MEMBERS of the
Grosse Pointe Woods, MI (city council (KD))

Dear Mr. Mayor and Honorable members of the Grosse Pointe Woods City Council. This letter is my statement of support for the proposed Wireless telephone tower at the Department of Public Works site at 1200 Parkway Drive.

I am for this Proposal for the following reasons: 1. the tower is needed to increase coverage and reduce dropped calls in our geographic area. 2. This proposed site is a low coverage zone and exactly where the tower needs to be placed for increased send/receive capability. 3. Studies show that there is no health related issue associated with cell towers.

I strongly support the placement of this tower and urge a yes vote.

Very truly yours,


Mr. Kenneth A. Daher

Donald A. Lindow
804 N. Brys Drive
Grosse Pointe Woods, MI 48236
(313) 886-3236

RECEIVED

SEP 20 2010

CITY OF GROSSE PTE. WOODS

September 24, 2010

Grosse Pointe Woods City Council

I object strenuously to the
erection of the "100' steel semi pole-style
support structure" at 1200 Pinkway
Drive ⁱⁿ ~~at~~ Grosse Pointe Woods, (anywhere)

Please record me officially
in some manner as "opposed".
The city has done a good job
with that area. Don't spoil it.

Donald A. Lindow

P.S. We moved to Grosse Pointe Woods
in 1964 and have been
proud of it.

Thomas C. Perna
1174 Aline Dr.
Grosse Pointe Woods MI 48236

July 23, 2010

Grosse Pointe Woods City Council
(Planning Commission)

Dear City Council and Planning Commission Members:

Due to prior work commitments, I am unable to attend the Planning Commission's Public Hearing scheduled for July 27th, 2010 regarding the proposed 100 ft "Stealth" cell phone tower at the Public Works Facilities at 1200 Parkway.

Please accept this correspondence as my public comment opposing this structure. Some of these reasons were previously expressed at the Zoning Board Meeting last month. While that meeting was informative and professionally conducted by the Board and all who participated and attended, I left with more questions than answers. The questions include:

1. Has any **independent** study been conducted as to the need for a cell tower? Obviously, AT&T is not an independent source.
2. During the Zoning Board meeting a St. Clair Shores citizen noted that purchasing of a new cell phone solved his reception issues. Recently, Apple new 'i' Phone drew criticism due to a poor antenna. Do we really have a tower issue or simply outdated cell phones?
3. Has any **independent** study been conducted as to the size, options etc... for this proposed structure? At last month's meeting, the Zoning Board only discussed an independent study concerning a potential tower collapse.
4. Has a **formal closed bid process** been conducted to obtain other quotes, options etc... from other Cell Phone Organizations?
5. What if the planning commission's simply denied AT&T request? The Zoning Commission seemed to infer that AT&T could take legal action. However, AT&T may simply consider other locations?
6. Could those locations be outside of Grosse Pointe Woods, including Assumption Church property further northeast on Marter Rd? This may reduce the concerns for some residents while still providing for the need for a tower if such need is **independently** determined.
7. Why 100 ft? Other area cell towers are not 100 ft tall; especially in **a densely populated residential neighborhood**. The explanation was to be above the trees. However, other towers are much less than 100 ft tall and no more densely populated by trees.
8. Is there such a cell tower structure as this one being proposed (100 ft tall) **in a densely residential neighborhood** in other southeast Michigan upper middle class communities? If so where?
9. Would it not make sense for city decision makers to visit and research such structures, if any, **in a densely residential neighborhood** in other southeast Michigan upper middle class communities?
10. Is the proposed location inside the public works property for the convenience of its employees at the inconvenience of **neighboring residents**?
11. If a cell tower must be placed on the public works property, why not at the furthest area to the north? The answer given at the zoning commission was vague.

12. Are there other construction projects being planned at the Public Works Facilities? If so, What?
13. Cell tower revenue gained by the city is expected to go into what city fund?
14. It was inferred that better cell reception will attract younger residences. Will a young couple want to raise their children in a home where a 100 ft cell tower can be seen from their backyard? (in other instances within 300 ft of such tower)
15. Could a 100 ft cell tower **in a densely populated residential area**, further diminish property values having a ripple effect throughout the city?
16. Could the resulting tax loss from such property value decrease offset the revenues gained?
17. Is this Planning Commission comfortable with approving a structure **in a densely populated residential area** that may at sometime in the future be determined a health risk?
18. Is this Planning Commission comfortable with forever changing the landscape of Grosse Pointe Woods by approving its tallest (10 story) structure likely surpassing the height of the vast majority, if not all, of the city's trees?

I respectfully ask that these questions be considered and the related answers scrutinized and researched before any further action is taken concerning this proposed cell tower.

The answers may likely add support to the overwhelming objections to this project by the vast majority of taxpaying citizens in the area.

Sincerely,

Tom Perna

F

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

96 Kercheval
Grosse Pointe Farms, Michigan 48236
(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Peter J Birkner

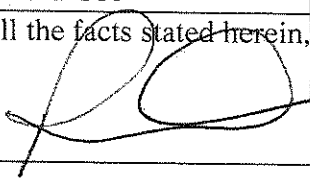
being duly sworn deposes and says that

City of Grosse Pointe Woods

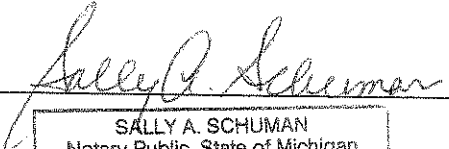
was duly published in accordance with
the following date:
September 16, 2010

#1 GPW 9/16 Land Use

and knows well the facts stated herein,
newspaper.



Subscribed and sworn to before me this



SALLY A. SCHUMAN
Notary Public, State of Michigan
County of Macomb
My Commission Expires Dec. 29, 2012
Acting in the County of *Macomb*

Notary Public, Macomb County, Michigan
Acting in Wayne County

My Commission Expires December 29th, 2012

City of **Grosse Pointe Woods**, Michigan

NOTICE IS HEREBY GIVEN that the City Council of the City of Grosse Pointe Woods will hold a public hearing under the provisions of Michigan Compiled Laws, Sections 125.3101 through 125.3702 as amended, to consider the application of Haley Law Firm PLC, on behalf of AT&T Mobility, 8065 Grand River, Brighton, MI 48114, which is requesting Special Land Use and site plan approval to install a 100' stealth unipole-style support structure with antennas to be concealed inside the pole on City of Grosse Pointe Woods property at 1200 Parkway Drive, Grosse Pointe Woods, MI 48236. Pursuant to special land use and site plan review procedures in accordance with Sections 50-32, 50-34, and 50-620 of the Grosse Pointe Woods City Code of 2007, a public hearing originally scheduled for September 20, 2010, has been rescheduled for Monday, October 18, 2010, at 7:30 p.m. in the Council Room of the Municipal Building. Agenda documents are available for inspection at the City Clerk's Office, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m. Monday through Friday. All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2440 seven days prior to the meeting.

G.P.N.: 09/16/2010

Lisa Kay Hathaway, MMC
City Clerk

Mailing List for 1200 Parkway (1000' Radius)

ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
ROUSTEMIS, CHRISTOS M		1002 WOODS LANE	GROSSE POINTE WOODS	MI	48236
WOUCZYNA, JAMES W		1003 WOODS LANE	GROSSE POINTE WOODS	MI	48236
SCHNEIDER, PATRICIA		1005 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
MACRES, CHRISTOPHER C. AND ELLEN		1006 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
RICCI, ELIZABETH J.		1006 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
DECKER, MARK A		1006 MOORLAND	GROSSE POINTE WOODS	MI	48236
ORLANDO, FRANK		1007 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
FERRARI, MARIO J. & CYNT		1007 MOORLAND	GROSSE POINTE WOODS	MI	48236-1130
PALUZZI, DOMINIC A		1010 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
VIKRAMAN, NARAYANAN		1011 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
KOZAK, MICHAEL & JENNIFER		1020 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
RADLOFF, GERALD S		1020 WOODS LANE	GROSSE POINTE WOODS	MI	48236
DAVID, ALBERT J		1021 WOODS LANE	GROSSE POINTE WOODS	MI	48236
FELDPUSCH, DAVID J		1022 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
SOARES, PRAKASH MARK		1022 MOORLAND	GROSSE POINTE WOODS	MI	48236
KELLER, CHRISTINE		1023 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
LEONE, DEANNA A.		1023 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
TROPP, EDMUND L & LINDA S		1023 MOORLAND	GROSSE POINTE WOODS	MI	48236
CARDASIS-MALLIARAS, MARIA		1024 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
HUGHES, MURIEL D		1025 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
THIBAUT, CHARLES		1027 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
PARAFIN, GLENN S & DEBRA		1032 N BRYs DR	GROSSE POINTE WOODS	MI	48236
LA RUE, BILLY		1034 WOODS LANE	GROSSE POINTE WOODS	MI	48236
P B MANAGEMENT, LLC		1035 WOODS LN	GROSSE POINTE WOODS	MI	48236
MAMMEN, ROLF E. AND LINDA M.		1036 MOORLAND	GROSSE POINTE WOODS	MI	48236
CASE, BRADLEY A.		1037 MOORLAND	GROSSE POINTE WOODS	MI	48236
GREGO, ANTOINETTE		1039 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
URAM, TIMOTHY A.	RADLICK-URAM, JANICE M.	1040 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
THILL, DONALD A		1040 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
PASIAK, RICHARD		1041 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
RATHOD, MULCHAND S		1042 WOODS LANE	GROSSE POINTE WOODS	MI	48236
BERRY, RONALD W & ELIZABE		1043 WOODS LANE	GROSSE POINTE WOODS	MI	48236
SAVAGE, LEIGH H.		1044 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
UNIVERSITY LIGGETT SCHOOL		1045 COOK RD	GROSSE POINTE WOODS	MI	48236
VIRGA, JEANETTE		1045 MARIAN CT	GROSSE POINTE WOODS	MI	48236
LOMBARDI, JAMES M.		1048 BRYs N	GROSSE POINTE WOODS	MI	48236
BUSH, PHILLIP R		1053 MOORLAND	GROSSE POINTE WOODS	MI	48236
BIGHAM, TIMOTHY		1056 WOODS LANE	GROSSE POINTE WOODS	MI	48236
FEDERAL NATIONAL MORTGAGE ASSOC		1057 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
CLAGGETT, RICHARD L		1057 WOODS LANE	GROSSE POINTE WOODS	MI	48236
BRISKI, JACOB E		1058 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
QUINN, LELAND AND CARA C.		1058 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
RANCILLO, MR		1058 N BRYs DR	GROSSE POINTE WOODS	MI	48236
BELIAN, BRADLEY T. AND	ALRIHANI, SIMON	1059 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
JENKINS, JAMES		1059 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
PAPPAS, MARY		1059 N BRYs DR	GROSSE POINTE WOODS	MI	48236
BERGERON, DAVID G. AND LAURIE G.		1065 WOODS LANE	GROSSE POINTE WOODS	MI	48236
MORATH, LAWRENCE		1072 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
KRAWCHUK, NANCY R		1072 N BRYs DR	GROSSE POINTE WOODS	MI	48236
NELSON, ROBERT K. AND RITA S.		1073 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
RHEAUME, LISA		1073 N BRYs DR	GROSSE POINTE WOODS	MI	48236
REDINGER, KARL S & FELI		1074 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
LEE, DOREEN L.		1075 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
DEVINE, PETER R		1080 MARIAN COURT	GROSSE POINTE WOODS	MI	48236
DEMICK, KENNETH L		1081 MARIAN COURT	GROSSE POINTE WOODS	MI	48236

Mailing List for 1200 Parkway (1000' Radius)

STEWART, JAMES R		1083 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
HARWOOD, MONIQUE R. AND STEVEN P.		1086 N BRY'S DR	GROSSE POINTE WOODS	MI	48236
DESANTIS, ADELINA		1086 S BRY'S DR	GROSSE POINTE WOODS	MI	48236
HANNA, MARK & ROSEMARY		1087 N BRY'S DR	GROSSE POINTE WOODS	MI	48236
RADER, ROBERT L & ELIZABET		1090 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
RENO, LAURA L		1091 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
LUPO, SANDRA, LIVING TRUST		1092 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
MARTIN, MARY YVONNE		1093 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
BEGIC, NERMINA N.		1098 N BRY'S DR	GROSSE POINTE WOODS	MI	48236
PARENT, JOHN P & JULIE		1098 S BRY'S DR	GROSSE POINTE WOODS	MI	48236
POCHERT, GARY & KAREN A		1099 BRY'S N	GROSSE POINTE WOODS	MI	48236
MANNINO, MATTHEW E. & LEAH M.		1100 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
VANSYCKLE, JOHN R		1107 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
TSILIMINGRAS, KANELLA V.		1108 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
REY, ANTHONY LEE & JANICE		1110 CANTERBURY RD	GROSSE POINTE WOODS	MI	48236
CHARNO, THOMAS		1110 N BRY'S DR	GROSSE POINTE WOODS	MI	48236
SOWELL, JANE T., TRUST		1110 S BRY'S DR	GROSSE POINTE WOODS	MI	48236
KLANN, DORIS		1111 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
WENSKUS, SUSAN		1111 N BRY'S DR	GROSSE POINTE WOODS	MI	48236
MCMANN, DANIEL W		1168 BRY'S DR	GROSSE POINTE WOODS	MI	48236
SIMMON, SHELBY K. AND	RADEMAKER, KYLE	1169 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
APESS, ARMANDO		1172 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
PERNA, THOMAS C		1174 ALINE DR	GROSSE POINTE WOODS	MI	48236
ROSE, KATHLEEN J		1178 BRY'S DR	GROSSE POINTE WOODS	MI	48236
PROVENZANO, GARY A &		1181 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
REINHARD, ROBERT		1182 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MACH, GLENN		1184 ALINE DR	GROSSE POINTE WOODS	MI	48236
KAUFMANN, AMY		1185 ALINE DR	GROSSE POINTE WOODS	MI	48236
ROSE, JOHN T		1188 BRY'S DR	GROSSE POINTE WOODS	MI	48236
MILK RIVER	CHIEF FINANCIAL OFFICER	1190 PARKWAY	GROSSE POINTE WOODS	MI	48236
FILIPPELLI, JOHN A &		1192 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
MOURTOS, HARRY		1192 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
TROUT, HARRY		1194 ALINE DR	GROSSE POINTE WOODS	MI	48236
ERICKSON, CAROL ANN		1195 ALINE DR	GROSSE POINTE WOODS	MI	48236
VERONA, LAURA		1198 BRY'S DR	GROSSE POINTE WOODS	MI	48236
RADTKE, S		1199 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
CITY OF GROSSE POINTE WOODS		1200 PARKWAY DR	GROSSE POINTE WOODS	MI	48236
AMORI, THOMAS A		1202 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MACKENZIE, STUART		1204 ALINE DR	GROSSE POINTE WOODS	MI	48236
IRELAND, SHIRLEY		1205 ALINE DR	GROSSE POINTE WOODS	MI	48236
BOCHENEK, JOHN C. TRUSTEE		1205 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
COOPER, MARSHA H, TRUST		1208 BRY'S DR	GROSSE POINTE WOODS	MI	48236
SCHMIDT, LAWRENCE E		1212 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
WAITE, JOANNE		1214 ALINE DR	GROSSE POINTE WOODS	MI	48236
STEVANOVIC, ATANASIJE		1215 ALINE DR	GROSSE POINTE WOODS	MI	48236
MOE, PHILIP A. AND JULIE M.		1216 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
STANDER, RICHARD		1217 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
ROSS, DRUSILLA		1218 ALINE DR	GROSSE POINTE WOODS	MI	48236
HUNTER, ANNA R		1218 BRY'S DR	GROSSE POINTE WOODS	MI	48236-1275
GRAVES, LAWRENCE		1222 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
GUARESIMO, DAVID		1224 ALINE DR	GROSSE POINTE WOODS	MI	48236
NANNINI, JACQUELINE & MICHAEL		1225 ALINE DR	GROSSE POINTE WOODS	MI	48236
SULLIVAN, BARBARA A.		1228 BRY'S DR	GROSSE POINTE WOODS	MI	48236
VETORT, HERMAN J		1229 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
CRITTENDEN, ROXANNE		1231 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
LILLY, GEORGE S		1232 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236

Mailing List for 1200 Parkway (1000' Radius)

SCELSI, JOSEPH		1238 ALINE DR	GROSSE POINTE WOODS	MI	48236
CURRAN, PATRICK T		1238 BRYD DR	GROSSE POINTE WOODS	MI	48236
JACKSON, MARK		1239 ALINE DR	GROSSE POINTE WOODS	MI	48236
KUJATH, MARILYN		1240 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
LIDDANE, MICHAEL J & JEA		1241 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
GUDSEN, THADDEUS P		1241 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
D'ARCA, THOMAS		1242 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
ECKERMAN, JAMES E. AND		1248 ALINE DR	GROSSE POINTE WOODS	MI	48236
BELLOMO, JACK & DEIRDRE		1248 BRYD DR	GROSSE POINTE WOODS	MI	48236
BENTON, WALTER R.		1249 ALINE DR	GROSSE POINTE WOODS	MI	48236
HUBBERT, DANIEL R & KRIS		1251 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MITSEFF, EMILY		1252 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
ESSAK, MAGED AND GEHANE G.		1252 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
SOBOTKA, ALBERT		1253 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
MALEWICH, EDWARD C		1255 ALINE DR	GROSSE POINTE WOODS	MI	48236
BROOKS, HAROLD E		1258 ALINE DR	GROSSE POINTE WOODS	MI	48236
HATHAWAY, RYAN		1258 BRYD DR	GROSSE POINTE WOODS	MI	48236
HENNIGAN, PATRICK M.		1259 ALINE DR	GROSSE POINTE WOODS	MI	48236
VOGT, MICHAEL J.	VOGT, SHARI M.	1261 EDMUNDTON	GROSSE POINTE WOODS	MI	48236
HÖFFMANN, KEITH R. AND MONICA L.		1262 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
AHEE, CHRISOPHER A		1264 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
WHITEHOUSE, FRED		1265 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
MCMILLAN, MAUREEN		1268 ALINE DR	GROSSE POINTE WOODS	MI	48236
UMBARGER, LILIAN		1268 BRYD DR	GROSSE POINTE WOODS	MI	48236-1275
WIGGINS, MILDRED AMELIA	CLARK, ERIC A	1269 ALINE DR	GROSSE POINTE WOODS	MI	48236
TITTERINGTON, HENRIETTA		1284 BRYD DR	GROSSE POINTE WOODS	MI	48236
SACKA, TIMOTHY J		1289 YORKTOWN	GROSSE POINTE WOODS	MI	48236
OCONNOR, LOUISE M.		1290 ALINE DR	GROSSE POINTE WOODS	MI	48236
VANDENBERGHE, ALICE M		1291 ALINE DR	GROSSE POINTE WOODS	MI	48236
HAN-VOTH, WOLFGANG AND JOYCE		1291 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
GRUNOW, JANE C		1292 ALINE DR	GROSSE POINTE WOODS	MI	48236
BECK, WILLIAM		1292 BRYD DR	GROSSE POINTE WOODS	MI	48236
NAGRECHA, SUKETU AND NAYNA		1292 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
SCOTT, GREGORY A & MARY AN		1293 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
BREWER, JAMES A		1294 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
CAMPBELL, JOHN		1296 ALINE DR	GROSSE POINTE WOODS	MI	48236
FRENCH, MICHAEL		1297 ALINE DR	GROSSE POINTE WOODS	MI	48236
VORGITCH, DONALD AND		1300 BRYD DR	GROSSE POINTE WOODS	MI	48236
DIDOROSI, MICHELLE C.	DIDOROSI, JEROME	1301 YORKTOWN	GROSSE POINTE WOODS	MI	48236
MARKS, RICHARD W		1303 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
ROLAND, WILLIAM B		1304 ALINE DR	GROSSE POINTE WOODS	MI	48236
CARR, CATHERINE A		1305 ALINE DR	GROSSE POINTE WOODS	MI	48236
LOEHER, CHARLES F		1305 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
PECK, THOMAS & LORETTA		1306 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
SCHADE, WILLIAM J. AND	KOSSAREK, LYNN M.	1306 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
HOOVER, JUSTIN A		1309 ALINE DR	GROSSE POINTE WOODS	MI	48236
MOUTON, JAMES L.	LEWIS, ANGELA M.	1309 HAMPTON	GROSSE POINTE WOODS	MI	48236
DOWNNS, DENNIS & LISA		1312 BRYD DR	GROSSE POINTE WOODS	MI	48236
PEACOCK, PETER		1313 YORKTOWN	GROSSE POINTE WOODS	MI	48236
VANTIEM, VINCENT T		1314 ALINE DR	GROSSE POINTE WOODS	MI	48236
BUTLER, JOHN		1315 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
CORNETT, ALICE M		1316 YORKTOWN	GROSSE POINTE WOODS	MI	48236
COHEN, ROBERT L		1317 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
PALAZZOLO, JOSEPH		1318 BLAIRMOR CT	GROSSE POINTE WOODS	MI	48236
TRINGALI, SEBASTIAN		1318 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
FIELD, SUSAN LANE		1324 ALINE DR	GROSSE POINTE WOODS	MI	48236

Mailing List for 1200 Parkway (1000' Radius)

WAKELY, EARL, TRUST		1324 BRYSDR	GROSSE POINTE WOODS	MI	48236
CLAEYS, MILDRED		1325 ALINE DR	GROSSE POINTE WOODS	MI	48236
VERBEKE, CAROL		1325 YORKTOWN	GROSSE POINTE WOODS	MI	48236
KOLTUN, TIMOTHY M & SHERY		1327 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MANALO, SAMUEL D & INGRID		1328 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
WUJEK, MICHAEL W & CHRISTI		1328 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MASON, BRIAN A		1329 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
STASHUK, STEVE		1330 YORKTOWN	GROSSE POINTE WOODS	MI	48236
THEODORU, ELEFATHERIOUS		1332 BRYSDR	GROSSE POINTE WOODS	MI	48236
CALLENS, RENE		1334 ALINE DR	GROSSE POINTE WOODS	MI	48236
CHAPMAN, JAMES E		1335 ALINE DR	GROSSE POINTE WOODS	MI	48236
COURT, RICHARD H		1337 YORKTOWN	GROSSE POINTE WOODS	MI	48236
WILSON, DOUGLAS E		1339 ALINE DR	GROSSE POINTE WOODS	MI	48236
MCCORMICK, SHAUN & ANN		1339 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
DANIELL, GUSTAF R		1340 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
CARTER, JACK & DENISE		1340 BRYSDR	GROSSE POINTE WOODS	MI	48236
GREENUP, EDWARD R & JANE		1340 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
MAINS, KURT AND JENNIFER		1341 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
REED, DAVID		1344 ALINE DR	GROSSE POINTE WOODS	MI	48236
GAFA, JOSEPH M & PATRICIA		1344 YORKTOWN	GROSSE POINTE WOODS	MI	48236
MAXSON, MICHELLE		1345 ALINE DR	GROSSE POINTE WOODS	MI	48236
CARDINALE, LOUIS		1348 BRYSDR	GROSSE POINTE WOODS	MI	48236
HARRINGTON, JUDY A		1349 YORKTOWN	GROSSE POINTE WOODS	MI	48236
DOSSIN, RICHARD R		1351 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
HENNESSEY, KATHLEEN		1352 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
DORNBROOK, KENNETH R		1352 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
LESTER, THOMAS D		1353 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
HESSLER, MARIAN R		1354 ALINE DR	GROSSE POINTE WOODS	MI	48236
JAKUBIEC, THOMAS AND BILJANA S.		1361 YORKTOWN	GROSSE POINTE WOODS	MI	48236
REID, R		1363 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
WEATHERLY, STACEY		1364 ALINE DR	GROSSE POINTE WOODS	MI	48236
GUEST, DR MICHAEL J		1364 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
SEATOR, MICHAEL S & MICHE		1364 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
SNOW, PAUL		1365 ALINE DR	GROSSE POINTE WOODS	MI	48236
NORTHEY, DONALD A		1365 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
VOORHEES, STEVEN	SCOTT, DEBORAH A	1370 YORKTOWN	GROSSE POINTE WOODS	MI	48236
SIMON, ANTHONY M		1373 YORKTOWN	GROSSE POINTE WOODS	MI	48236
CARTER, RICHARD F		1374 ALINE DR	GROSSE POINTE WOODS	MI	48236
ANSELL, SANDRA, TRUST		1375 ALINE DR	GROSSE POINTE WOODS	MI	48236
MILLER, DAVID & LEA		1375 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
THOMAS, JOHNNY A AND REGINA L.		1376 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
KOENIG, EGON & NIKANDRA		1376 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
CORBET, DANIEL		1377 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
SPENCER, ROSE		1384 ALINE DR	GROSSE POINTE WOODS	MI	48236
SAVAGE, MATTHEW		1384 YORKTOWN	GROSSE POINTE WOODS	MI	48236
BERGMANN, DIETRICH R		1385 ALINE DR	GROSSE POINTE WOODS	MI	48236
DI CICCIO, BERNARD J.		1385 YORKTOWN	GROSSE POINTE WOODS	MI	48236
ANDERSON, LESLIE C		1387 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
DICKIE, MALCOM A. AND	DICKIE, ELIZABETH F.	1388 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
SEIBERT, BERNARD A		1388 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
BRISKE, ROBERT A.		1389 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236
GARGARO, EUGENE A. , III		1394 ALINE DR	GROSSE POINTE WOODS	MI	48236
BORODICH, ARTHUR & MARY		1395 ALINE DR	GROSSE POINTE WOODS	MI	48236
CORNILLIE, BERNARD H		1397 YORKTOWN	GROSSE POINTE WOODS	MI	48236
TERRY, ROBERT E		1399 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
FISHER, THOMAS K		1400 BLAIRMOOR CT	GROSSE POINTE WOODS	MI	48236

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SCHWALLBACH, HANS G	1400 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
CARSON, MARIA	1400 YORKTOWN	GROSSE POINTE WOODS	MI	48236
CROWTHER, JOHN P	1401 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
ANDONIADES, ANTHONY	1404 ALINE DR	GROSSE POINTE WOODS	MI	48236
SEARS, RAYMOND F., TRUST	1409 YORKTOWN	GROSSE POINTE WOODS	MI	48236
ADDISON, JAMES P	1411 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
BRONIKOWSKI, KATHY	1412 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
SANDUBRAE, STEVEN D &	1412 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
YEE, WILLIAM R & SUSAN	1413 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
DUSTER, JOSEPH AND NANCY	1414 ALINE DR	GROSSE POINTE WOODS	MI	48236
MCCABEE, MICHAEL A. AND FRANCES M.	1416 YORKTOWN AVE	GROSSE POINTE WOODS	MI	48236
AGENTS, THOMAS R	1421 YORKTOWN	GROSSE POINTE WOODS	MI	48236
APPLETON, WALTER	1423 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
LEPLEY, FREDERICK J	1424 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
ALLEN, DENNIS	1424 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
HULL, JEAN	1425 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
REYNOLD, MICHAEL J & S KA	1430 YORKTOWN	GROSSE POINTE WOODS	MI	48236
FISCHER, SCOTT & DEANNA	1433 YORKTOWN	GROSSE POINTE WOODS	MI	48236
KOLK, JON C. AND CHRISTINE L.	1436 BLAIRMoor CT	GROSSE POINTE WOODS	MI	48236
HARLAN, KENNETH	1436 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
RAICEVICH, DAVID J. AND SUSAN D	1439 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
SPREDER, WILLIAM	1440 YORKTOWN	GROSSE POINTE WOODS	MI	48236
CORIO, ROSS AND MARY	1445 YORKTOWN	GROSSE POINTE WOODS	MI	48236
RASHID, NELLY S	1450 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
GREGO, ANTOINETTE	1451 EDMUNDTON DR	GROSSE POINTE WOODS	MI	48236
AUBREY, MICHAEL	1452 YORKTOWN	GROSSE POINTE WOODS	MI	48236
PETROFF, GEORGE	1457 YORKTOWN	GROSSE POINTE WOODS	MI	48236
RAYNAL, KERI	21203 RIVER RD	GROSSE POINTE WOODS	MI	48236
DERONNE, RICHARD	21211 RIVER RD	GROSSE POINTE WOODS	MI	48236
KRZESOWSKI, LAWRENCE V	21221 RIVER RD	GROSSE POINTE WOODS	MI	48236
SCHENA, ANTHONY	21229 RIVER RD	GROSSE POINTE WOODS	MI	48236
VANDEGINSTE, MICHAEL F	21235 RIVER RD	GROSSE POINTE WOODS	MI	48236
BUSSIÈRE, BARRY AND DONNA M.	21243 RIVER RD	GROSSE POINTE WOODS	MI	48236
PEZDA, MARK F	21275 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
JEVONS, WILLIAM H, AND JANIS M.	21309 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
MISURACA, THOMAS	21341 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
PRZYBYSZ, LAWRENCE R	21375 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
CWENGROS, PAUL M & DORI	21407 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
MADISON, SUSAN TRUSTEE	21441 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
SCHOMIG, L J	21473 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
KANNEGANTI, MADHANI &	21527 RIVER RD	GROSSE POINTE WOODS	MI	48236
SCHAEFER, MICHAEL & MAR	21571 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
SEXTON, FRANCIS H.	21584 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
VENERI, CARMELA	21600 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
REMPALA, PAUL E. & DIANE	21605 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
ZIOLKOWSKI, THOMAS	21624 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
DARNELL, CORY AND GALE	21626 WESTBROOK CT	GROSSE POINTE WOODS	MI	48236
SCHMITT, RANDALL & VALRA	21627 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
MCCABEE, MICHAEL	21631 WESTBROOK CT	GROSSE POINTE WOODS	MI	48236
MCCABEE, MICHAEL A. AND FRANCES M.	21631 WESTBROOK CT.	GROSSE POINTE WOODS	MI	48236
THEOPHANOUS, NEOPHYTOS	21633 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
KEATTS, ALBERT	21639 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
OSKA, STANLEY	21640 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
WULF, DENNIS	21650 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
MARTIN, JULIE S.	21650 WESTBROOK CT	GROSSE POINTE WOODS	MI	48236
KARBER, ROBERT & JANE	21655 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236

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STRICKROOT, MATTHEW R.	STRICKROOT, ANNE	21659 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
JAMERINO, ANGELO		21668 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
SZANDZIK, EDWARD		21671 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
CHOWDHURY, AHMADUL HASAN TANJE		21671 WESTBROOK CT	GROSSE POINTE WOODS	MI	48236
GRAY, WALTER J		21680 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
JEANGUENAT, ROBERT		21682 WESTBROOK CT	GROSSE POINTE WOODS	MI	48236
BEAUPRE, KENNETH		21683 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
DUNN, JOSEPHINE SAVALLE		21685 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
SAUGET, WILLIAM J & THEA		21693 CENTERBROOK	GROSSE POINTE WOODS	MI	48236
YORK, JOHN		21700 CENTERBROOK CT	GROSSE POINTE WOODS	MI	48236
JOHNSON, JEFFREY M & MAR		21700 EASTBROOK COURT	GROSSE POINTE WOODS	MI	48236
MOURTOS, GEORGE		21705 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
SIMON, JOSEPH A		21711 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
EKIN, CHRISTOPHER AND JEANETTE		21724 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
VAUGHN, PATRICIA		21731 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
KEOGH FAMILY TRUST		21737 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
KULKA, JOSEPH W & JANIS		21750 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
LAMBRECHT, PATTY		21768 EASTBROOK CT	GROSSE POINTE WOODS	MI	48236
MARTIN, DAVID R. AND DONNA M.		21771 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
SHANNON, IRENE		21803 RIVER RD	GROSSE POINTE WOODS	MI	48236
TRINGALE, THERESA A		21819 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
WEIDENBACH, CHARLES F		21837 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
TRIANGLE, JOSEPH		21849 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
ZEIGER, ROBERT		21861 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
ALTSHULER, JEFFREY	ALTSHULER, NANCY	21873 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
MOORE, MICHAEL & JANET		21885 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
KIM, JAE-SUK		21889 RIVER ROAD	GROSSE POINTE WOODS	MI	48236
SHANNON, IRENE	C/O ALLEN DOMZALSKI	522 GLEN ARBOR	GROSSE POINTE WOODS	MI	48236
UNIVERSITY LIGGETT SCHOOL		850 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
DESANTIS, ADELINA		932 LOCHMOOR PL	GROSSE POINTE WOODS	MI	48236
ANDONIADES, ANTHONY		938 S RENAUD	GROSSE POINTE WOODS	MI	48236
HOEPER, FRIEDRICH		947 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
COSTANDI, KAREEM		950 MOORLAND	GROSSE POINTE WOODS	MI	48236
SHULMAN, ARNOLD G		958 WOODS LANE	GROSSE POINTE WOODS	MI	48236
KRAUSMANN, JOHN & CARR		960 MOORLAND	GROSSE POINTE WOODS	MI	48236
BRAKER, DANIEL J.	BRAKER, VERONICA L.	961 MOORLAND	GROSSE POINTE WOODS	MI	48236
RHEE, KENNY K		963 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
CARLINO, JOHN P AND AMY B		968 MOORLAND	GROSSE POINTE WOODS	MI	48236
BEJIN, THOMAS H		970 WOODS LANE	GROSSE POINTE WOODS	MI	48236
JOHNSON, NORMA		977 MOORLAND	GROSSE POINTE WOODS	MI	48236
LISTMAN, WILLIAM N. AND STEPHANIE J		979 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
LEON, PHILIP		983 WOODS LN CT	GROSSE POINTE WOODS	MI	48236
ANTONELLI, CELINE		988 MOORLAND	GROSSE POINTE WOODS	MI	48236
GOWEN, FRED E		988 WOODS LANE	GROSSE POINTE WOODS	MI	48236
NAZARKO, NEVRUS		989 WOODS LANE	GROSSE POINTE WOODS	MI	48236
DAUDLIN, PAUL T.	DAUDLIN, MARY JANE	991 WOODS LANE CT	GROSSE POINTE WOODS	MI	48236
RINALDI, ROBERT		993 MOORLAND DR	GROSSE POINTE WOODS	MI	48236
ANDARY, RAYMOND	PIERCE, LYNN E A.	995 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
MASSIMINO, SHARON		29656 N 67TH STREET	SCOTTSDALE	AZ	85262
HESSLER, MARIAN R		1435 DAVERIC DR	PASADENA	CA	91107
VORGITCH, DONALD AND	VORGITCH, ELIZABETH ANN	31582 VIA SAN CARLOS	TEMECULA	CA	92592
VIRGA, JEANETTE		13540 PLANTATION LAKE CIRCLE	HUDSON	FL	34669
FEDERAL NATIONAL MORTGAGE ASSOC		1 SOUTH WACKER DR	CHICAGO	IL	60606
FOUTCH, PHILIP/K		615 E WASHINGTON STREET	MUNCIE	IN	47305-2530
BECK, WILLIAM	KISSONERGIS, AMY	565 SOUTHW CRANBROOK	BIRMINGHAM	MI	48009
URBANI JR, GAETON L.		21216 GRATIOT	EASTPOINTE	MI	48021

Mailing List for 1200 Parkway (1000' Radius)

SEIBERT, BERNARD A		36725 UTICA RD, RM 333	CLINTON TWP	MI	48035
SEELEY, CHARLES E.		38503 APPLEWOOD	CLINTON TWP	MI	48036
CALABRO, BERNARD/FRANK ETAL		19528 CALIFORNIA	ST CLAIR SHORES	MI	48080
ASSUMPTION GREEK ORTHODOX CHURCH		21800 MARTER	ST CLAIR SHORES	MI	48080
SHELDON, JOHN M		21893 RIVER	ST CLAIR SHORES	MI	48080
GIOVANNUCCI, PIERINA V. -TRUSTEE		21900 BRADFORDS CT	ST CLAIR SHORES	MI	48080
CROOKS, VICTORIA L.		21900 JOHNS CT	ST CLAIR SHORES	MI	48080
MISURACA, PETER/D.		21900 MALVERN	ST CLAIR SHORES	MI	48080
SOAVE, ROBERT/STEPHANIE		21900 MARTER	ST CLAIR SHORES	MI	48080
CHOJNACKI, ANTOINETTE		21901 BRADFORDS CT	ST CLAIR SHORES	MI	48080
GORSKI, JAMES/SUSAN		21901 JOHNS CT	ST CLAIR SHORES	MI	48080
RENICK, KATHLEEN - TRUST		21901 RIVER ROAD	ST CLAIR SHORES	MI	48080
KIES, HENRY/GRAYCE		21909 MARTER	ST CLAIR SHORES	MI	48080
PIERCE, JOSEPH P.		21910 BRADFORDS CT	ST CLAIR SHORES	MI	48080
KELLY, FAYE		21910 JOHNS CT	ST CLAIR SHORES	MI	48080
PAWLUSIAK, MICHAEL/KIM		21910 MALVERN	ST CLAIR SHORES	MI	48080
BODARY, DELORES		21910 MARTER	ST CLAIR SHORES	MI	48080
ESPINOSA, JAIME/MARIA CARLA		21911 BRADFORDS CT	ST CLAIR SHORES	MI	48080
YOUNGBLOOD, SHERRY G.		21911 JOHNS CT	ST CLAIR SHORES	MI	48080
ENGLISH, FRANK/LISA		21911 MARTER	ST CLAIR SHORES	MI	48080
HISON, ROBERT A. &	HISON, NANCY; JTWFRS	22000 MARTER	ST CLAIR SHORES	MI	48080
WEST, FREDERICK - TRUST		22010 MARTER	ST CLAIR SHORES	MI	48080
PEREZ, ROBERT/DIANE		22015 MARTER	ST CLAIR SHORES	MI	48080
MANNONE, MICHAEL/J		22020 MARTER	ST CLAIR SHORES	MI	48080
ROBERTS, DOLORES G.		22030 MARTER	ST CLAIR SHORES	MI	48080
KARAM, DARGHAM		22035 MARTER	ST CLAIR SHORES	MI	48080
CHRIST, DUANE/PAULA		22101 MARTER	ST CLAIR SHORES	MI	48080
CHRIST, DUANE/PAULA		22107 MARTER	ST CLAIR SHORES	MI	48080
PARKS, JEFFREY/ANDREA		22836 ST JOAN	ST CLAIR SHORES	MI	48080
BONO JR, JOSEPH		22836 SUNNYSIDE	ST CLAIR SHORES	MI	48080
HEASEL, LINDA - TRUST		22842 AVALON	ST CLAIR SHORES	MI	48080
SQUILLACE, MICHAEL/R.		22842 ST JOAN	ST CLAIR SHORES	MI	48080
CAMMETT III, STUART H.		22842 SUNNYSIDE	ST CLAIR SHORES	MI	48080
MOZEK, STEVEN		22843 ST JOAN	ST CLAIR SHORES	MI	48080
COPP, LEE/CLAES, KATHLEEN		22843 SUNNYSIDE	ST CLAIR SHORES	MI	48080
MCCARRON, MARYANNA ETAL.		22848 ST JOAN	ST CLAIR SHORES	MI	48080
APPEL, JOSEPH F./J.		22849 ST JOAN	ST CLAIR SHORES	MI	48080
KARAN, RAMONA - TRUST		22900 AVALON	ST CLAIR SHORES	MI	48080
ODELL, JOHN/GERALDINE -TRUST		22900 ROSEDALE	ST CLAIR SHORES	MI	48080
SMITH, LEE A.		22900 ST JOAN	ST CLAIR SHORES	MI	48080
FUHRMAN, RAYMOND J./N.		22900 SUNNYSIDE	ST CLAIR SHORES	MI	48080
URBANI JR, GAETON L.		22901 AVALON	ST CLAIR SHORES	MI	48080
KANE, MARY BETH		22901 ST JOAN	ST CLAIR SHORES	MI	48080
FERRANTE, JOSEPH J. -TRUSTEE		22901 SUNNYSIDE	ST CLAIR SHORES	MI	48080
THOMPSON, WILLIAM H.		22901 SUNNYSIDE	ST CLAIR SHORES	MI	48080
STAVALE, ARMAND -TRUSTEE		22906 ROSEDALE	ST CLAIR SHORES	MI	48080
SMIATACZ, MICHAEL		22906 ST JOAN	ST CLAIR SHORES	MI	48080
SPAUNBURG, PATRICK/N.		22906 SUNNYSIDE	ST CLAIR SHORES	MI	48080
LACOMBE JR, JOSEPH P.		22907 AVALON	ST CLAIR SHORES	MI	48080
STEWART, AMANDA		22907 ST JOAN	ST CLAIR SHORES	MI	48080
SNYDER, RITA K.		22912 ROSEDALE	ST CLAIR SHORES	MI	48080
WEARN, PATRICK		22912 ST JOAN	ST CLAIR SHORES	MI	48080
KOORY, RONALD J.		22912 SUNNYSIDE	ST CLAIR SHORES	MI	48080
HEYTHALER, EILEEN R.		22913 AVALON	ST CLAIR SHORES	MI	48080
GEORGE, LOUIS		22913 ST JOAN	ST CLAIR SHORES	MI	48080
KOSAKOWSKI, JAMES W / DARLENE E.		22918 ROSEDALE	ST CLAIR SHORES	MI	48080

Mailing List for 1200 Parkway (1000' Radius)

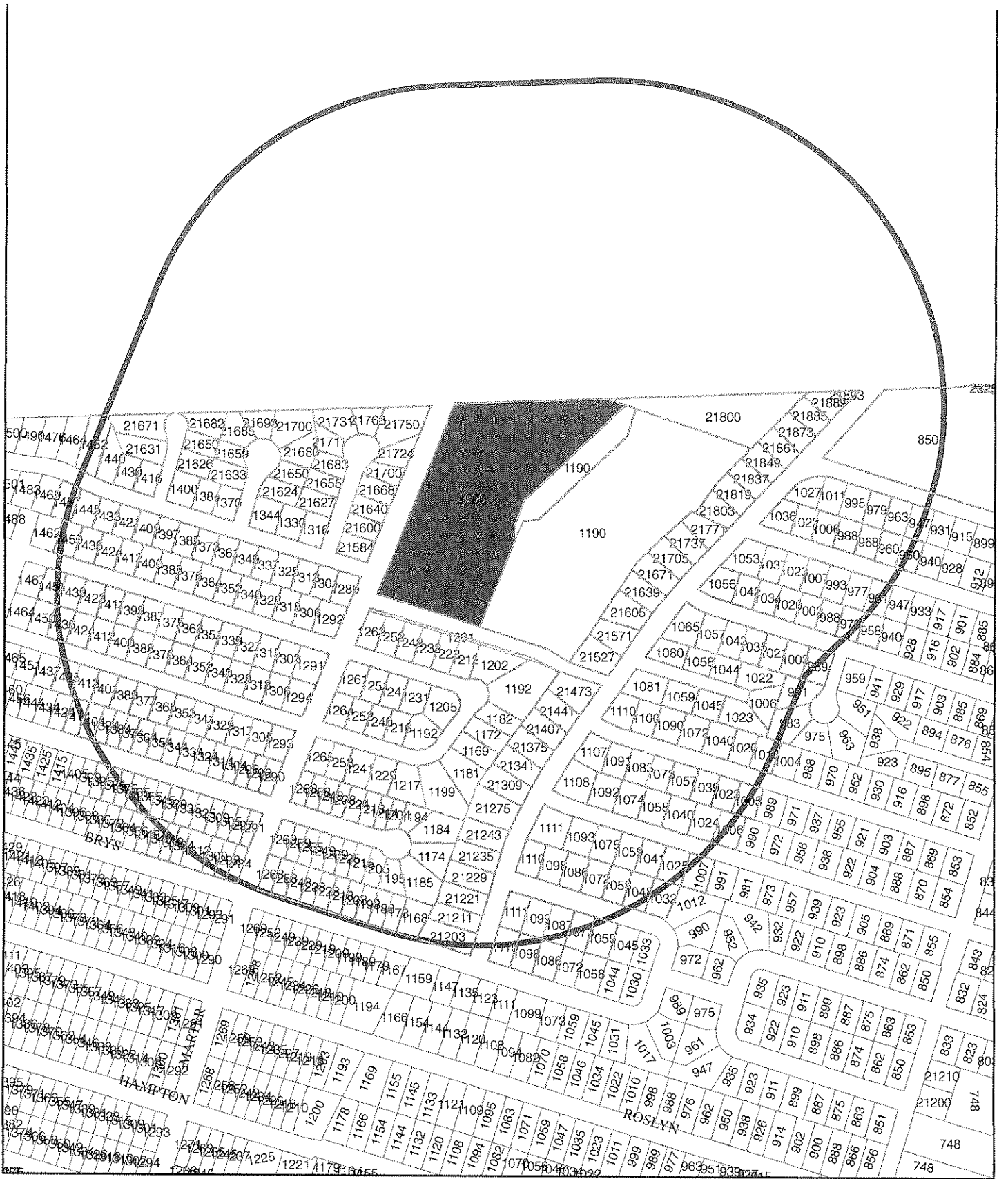
VICTOR, PATRICK/EDITH	22918 ST JOAN	ST CLAIR SHORES	MI	48080
KARAM, DARGHAM	22918 SUNNYSIDE	ST CLAIR SHORES	MI	48080
DAWSON, THERESA M.	22919 AVALON	ST CLAIR SHORES	MI	48080
BIDDLE, MAX	22919 ST JOAN	ST CLAIR SHORES	MI	48080
MCCARTHY, WILLIAM D.	22924 ROSEDALE	ST CLAIR SHORES	MI	48080
TROMBLAY, JAMES P./YVONNE M.	22924 ST JOAN	ST CLAIR SHORES	MI	48080
PAONE, GARY/LEIGH/MARY	22924 SUNNYSIDE	ST CLAIR SHORES	MI	48080
COUNSMAN, KATHLEEN D	22925 ROSEDALE	ST CLAIR SHORES	MI	48080
MICALLEF, RALPH/DONNA	22925 ST JOAN	ST CLAIR SHORES	MI	48080
MOULIOS, GREGORY/DELPHINE	22930 AVALON	ST CLAIR SHORES	MI	48080
BIONDO, ANTHONY/ANGELINE	22930 ROSEDALE	ST CLAIR SHORES	MI	48080
BURLESON, ANNE/WISNER, JANICE	22930 ST JOAN	ST CLAIR SHORES	MI	48080
MURPHY, COLLEEN ANN	22930 SUNNYSIDE	ST CLAIR SHORES	MI	48080
GUDENAU, LISA	22931 AVALON	ST CLAIR SHORES	MI	48080
RILEY, PATRICIA ANNE	22931 ROSEDALE	ST CLAIR SHORES	MI	48080
SLOAN, CAROLYNN/BERNARD	22931 ST JOAN	ST CLAIR SHORES	MI	48080
LEES, STEPHANIE N	22936 AVALON	ST CLAIR SHORES	MI	48080
FISHER, PATRICIA	22936 ROSEDALE	ST CLAIR SHORES	MI	48080
SPREDER, WENDY	22936 ST JOAN	ST CLAIR SHORES	MI	48080
VANDENESSCHERT, H./G.	22936 SUNNYSIDE	ST CLAIR SHORES	MI	48080
CHWALEBNY, MICHAEL	22937 AVALON	ST CLAIR SHORES	MI	48080
FAIRBANKS, DEMING DEXTER - TRUST	22937 ROSEDALE	ST CLAIR SHORES	MI	48080
WHITMORE JR, JOSEPH R.	22937 ST JOAN	ST CLAIR SHORES	MI	48080
SCHILLER, JAMES/BEVERLY	22937 SUNNYSIDE	ST CLAIR SHORES	MI	48080
ROSS-KRUSE, PATRICK	22942 AVALON	ST CLAIR SHORES	MI	48080
PLATZ, HATTIE IOLA; ET AL.	22942 ROSEDALE	ST CLAIR SHORES	MI	48080
CARROLL, STEVEN/MELANIE	22942 ST JOAN	ST CLAIR SHORES	MI	48080
OSTERMAN, JAMES/K.	22943 AVALON	ST CLAIR SHORES	MI	48080
ROGERS, JAMES/CAROLYN - TRUST	22943 ROSEDALE	ST CLAIR SHORES	MI	48080
SABOL, CLIFFORD J.	22943 ST JOAN	ST CLAIR SHORES	MI	48080
VIGLIOTTI, MICHAEL L./K.	22948 ALGER	ST CLAIR SHORES	MI	48080
BYRSKI, JOSEPH M.	22948 AVALON	ST CLAIR SHORES	MI	48080
HECKMAN, ARLINE C.	22948 ROSEDALE	ST CLAIR SHORES	MI	48080
MINNE, JAMES R.	22948 ST JOAN	ST CLAIR SHORES	MI	48080
VANHULL JR, EDWARD	22949 AVALON	ST CLAIR SHORES	MI	48080
CALDERON, ALYSSA	22949 ROSEDALE	ST CLAIR SHORES	MI	48080
NEWMAN, JACOB	22949 ST JOAN	ST CLAIR SHORES	MI	48080
PALAZZOLO, NICHOLAS S	22954 ALGER	ST CLAIR SHORES	MI	48080
LENTZ, NICOLE MATHIEU/JEFFREY W.	22954 AVALON	ST CLAIR SHORES	MI	48080
SZYMANSKI, PATRICIA	22954 ROSEDALE	ST CLAIR SHORES	MI	48080
SEGAL, DAVID	22954 ST JOAN	ST CLAIR SHORES	MI	48080
HORST, ROBERT E.	22955 ROSEDALE	ST CLAIR SHORES	MI	48080
WAGNER, MARY ANN	22955 ST JOAN	ST CLAIR SHORES	MI	48080
MILLS JR, WILLIAM H.	22960 ALGER	ST CLAIR SHORES	MI	48080
JONES, EVAN/LISA	22960 ROSEDALE	ST CLAIR SHORES	MI	48080
LIVINGSTON, JAMES	22961 ROSEDALE	ST CLAIR SHORES	MI	48080
DELISI, SALVATORE/SUZETTE	22966 ALGER	ST CLAIR SHORES	MI	48080
DOCHERTY, ROBERT J.	22966 ROSEDALE	ST CLAIR SHORES	MI	48080
PAPPAS, FOFO	22967 ROSEDALE	ST CLAIR SHORES	MI	48080
PIESTRZYNSKI, ROBERT A.	22972 ALGER	ST CLAIR SHORES	MI	48080
BALL, DAVID/JENNIFER	22972 ROSEDALE	ST CLAIR SHORES	MI	48080
WISNIEWSKI, HARRY/SHARON-TRUSTEES	22973 ROSEDALE	ST CLAIR SHORES	MI	48080
GAABO, MATTHEW L.	22978 ALGER	ST CLAIR SHORES	MI	48080
PARISH, GEORGE J./KRISTIN	22978 ROSEDALE	ST CLAIR SHORES	MI	48080
HENSON, HARRY/MARY E.	22979 ROSEDALE	ST CLAIR SHORES	MI	48080
EDWARDS, HARVEY J.	22984 ALGER	ST CLAIR SHORES	MI	48080

Mailing List for 1200 Parkway (1000' Radius)

EVERS, LYNNE/SCOTT/TERI	22990 ALGER	ST CLAIR SHORES	MI	48080
MUSHENSKI, ROSEMARY	22996 ALGER	ST CLAIR SHORES	MI	48080
CSASZAR, PETER/WENDY	23000 ALGER	ST CLAIR SHORES	MI	48080
DELISE, CHRISTINE A.	23000 AVALON	ST CLAIR SHORES	MI	48080
BARRETTE, JOSEPH/DEBORAH LOPICCOLO-	23000 ROSEDALE	ST CLAIR SHORES	MI	48080
BURGAN, JAMES C.	23000 ST JOAN	ST CLAIR SHORES	MI	48080
AMORMINO, ANTONIO/EDA -JT TRST	23001 ALGER	ST CLAIR SHORES	MI	48080
LEMANSKI, SCOTT/CHRISTINE	23001 AVALON	ST CLAIR SHORES	MI	48080
GATLIFF, RUTH/THOMAS - TRUSTEE	23001 ROSEDALE	ST CLAIR SHORES	MI	48080
ZAREMBA, JAMES/D.	23001 ST JOAN	ST CLAIR SHORES	MI	48080
BALOW, BRIAN P.	23003 ALGER	ST CLAIR SHORES	MI	48080
SURINCK, GARY A.	23006 ALGER	ST CLAIR SHORES	MI	48080
WITMER, JEANETTE M.	23006 AVALON	ST CLAIR SHORES	MI	48080
BURGHARDT, BRETT J	23006 ROSEDALE	ST CLAIR SHORES	MI	48080
NIKCEVICH, ALEX Y./S.	23006 ST JOAN	ST CLAIR SHORES	MI	48080
CELMER, MARY J./ROBERT A.	23007 AVALON	ST CLAIR SHORES	MI	48080
CALABRO, BERNARD/GILDA	23007 ROSEDALE	ST CLAIR SHORES	MI	48080
VIGGIANO, JAMES/JENNIFER	23007 ST JOAN	ST CLAIR SHORES	MI	48080
MUTCH, M.A.	23009 ALGER	ST CLAIR SHORES	MI	48080
LEONE, MATTEO/P.	23012 ALGER	ST CLAIR SHORES	MI	48080
HARVEY, RONNIE D.	23012 AVALON	ST CLAIR SHORES	MI	48080
ACKERMAN, PATRICIA	23012 ST JOAN	ST CLAIR SHORES	MI	48080
FRANK'S PLACE-ONE LLC	23013 AVALON	ST CLAIR SHORES	MI	48080
PALMER, JOHN C.	23013 ROSEDALE	ST CLAIR SHORES	MI	48080
EVANGELIOU, CONSTATINE/NOTA	23013 ST JOAN	ST CLAIR SHORES	MI	48080
CERRINI, SHIRLEY E.	23015 ALGER	ST CLAIR SHORES	MI	48080
CALABRO, BERNARD/FRANK ETAL	23018 ROSEDALE	ST CLAIR SHORES	MI	48080
CHETCUTI, DAVID LOUIS	23018 ST JOAN	ST CLAIR SHORES	MI	48080
MOY, R./A.	23019 AVALON	ST CLAIR SHORES	MI	48080
DELIA, VITO/BARBARA	23019 ROSEDALE	ST CLAIR SHORES	MI	48080
LANE, FRANKLIN/L.	23019 ST JOAN	ST CLAIR SHORES	MI	48080
ALEXANDER, LAURA G.	23020 AVALON	ST CLAIR SHORES	MI	48080
ECONOMOU, HELENE L.	23024 AVALON	ST CLAIR SHORES	MI	48080
TABACZYNSKI, A./J/ ALEXIS MAGNOTTA	23025 AVALON	ST CLAIR SHORES	MI	48080
HADDAD, EDWARD/ALBERT/WADE	23025 ST JOAN	ST CLAIR SHORES	MI	48080
AZIZ, GEORGE A.	23031 ST JOAN	ST CLAIR SHORES	MI	48080
MAHONEY, JOHN J. - TRUST	23100 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
COLANGELO, JAMES	23100 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
VICTOR, MATTHEW/MARY BETH	23101 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
MOODY, SHARILYN M - TRUST	23101 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MORGAN, JAMES/SHARON	23106 ALGER	ST CLAIR SHORES	MI	48080
SEELEY, CHARLES E.	23106 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
DONNELLON, MATTHEW/ROGERS, KRISTINA	23106 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
HEENAN, JOSEPH/JOHN	23107 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
VEALE, JOHN/SARAH	23107 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
CHOWN, KEVIN/RENEE	23112 ALGER	ST CLAIR SHORES	MI	48080
CARNAGO & ASSOCIATES PC	23112 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
FOUTCH, PHILIP/K	23112 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
WALKER, SANDRA J.	23113 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
D'AGNOSTINO, ALFRED/EMILY TRUST	23113 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MEGARGLE, EVA B.	23118 ALGER	ST CLAIR SHORES	MI	48080
MALASKI, THOMAS/JANET	23118 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
TIDESWELL, RICHARD/VIVIAN	23118 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MASCIA, LOUIS A./ANN MARIE	23119 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
SALVATORE/M. DANNA	23119 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
ADAMS, ERIC/GRACE	23124 ALGER	ST CLAIR SHORES	MI	48080

Mailing List for 1200 Parkway (1000' Radius)

BACKOS, SAMUEL/MARY -TRUSTEE		23124 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
CAVANAGH, CHRISTOPHER/SUZANNE		23124 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
WEGRZYNOWICZ, STANLEY/N.		23125 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
VANDEGRAAF, MARY CATHERINE		23127 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MOROSKI, BRIAN/CHRISTINE		23130 ALGER	ST CLAIR SHORES	MI	48080
SAFADI, GEORGE/JANET		23130 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
BARRY, CANDI A/ JAMES K		23130 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
SCHULTZ, T.L./MARY		23131 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
ACCARDO, PETER/MARIA		23131 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
HAKIM, DONNA L.		23136 ALGER	ST CLAIR SHORES	MI	48080
MCDONALD, ANN L.		23136 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
PHELPS, BETTY L.		23136 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
WALLACE, EILEEN E.		23137 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
SCULLY, MARY J - TRUST		23137 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MASSIMINO, SHARON		23142 ALGER	ST CLAIR SHORES	MI	48080
KELLY, JAMES B.		23142 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
DEW, ROBERT/VERONICA -TRUSTEES		23142 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
MAIURI, JOSEPH/EVA M.		23143 ROSEDALE CT N	ST CLAIR SHORES	MI	48080
BYCRAFT, SUSAN		23143 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
THURSAM, WALTER/SARAH- ESTATE		23148 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
CLARY, BRUCE/MARJORIE		23154 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
BURNS, RICHARD &	BURNS, JANICE; H/W	23160 ROSEDALE CT S	ST CLAIR SHORES	MI	48080
COUNTY OF WAYNE		1190 PARKWAY	GROSSE POINTE WOODS	MI	48236
KELLY, FAYE		PO BOX 247	ST CLAIR SHORES	MI	48080
GUARESIMO, DAVID		8401 31 MILE RD	WASHINGTON	MI	48095
FRANK'S PLACE-ONE LLC		70 W LONG LAKE RD	TROY	MI	48098
P B MANAGEMENT, LLC		28255 6 MILE RD	LIVONIA	MI	48152
COUNTY OF WAYNE	ROAD COMMISSION	400 WOODWARD	DETROIT	MI	48226
CHIEF FINANCIAL OFFICER		600 RANDOLPH	DETROIT	MI	48226
HATHAWAY, RYAN	SEIBER, ALLYSON J.	746 BALFOUR	GROSSE POINTE PARK	MI	48230
THURSAM, WALTER/SARAH- ESTATE		74 REGAL PLACE	GROSSE POINTE	MI	48236
THOMPSON, WILLIAM H.		990 S RENAUD ROAD	GROSSE POINTE	MI	48236
KANNEGANTI, MADHANI &		22 CLAIRVIEW RD	GROSSE POINTE SHORES	MI	48236
ECKERMAN, JAMES E. AND	BECHARA, SONIA A.	68 HAWTHORNE	GROSSE POINTE SHORES	MI	48236
DOSSIN, RICHARD R	HANLON, MARLENA	73 SUNNINGDALE	GROSSE POINTE SHORES	MI	48236
TITTERINGTON, HENRIETTA		2211 CRYSTAL DR	ROCHESTER HILLS	MI	48309
FERRANTE, JOSEPH J. -TRUSTEE		14501 ISLAND DRIVE	STERLING HGTS	MI	48313
BEGIC, NERMINA N.		3410 24 MILE RD	SHELBY TOWNSHIP	MI	48316
CHRIST, DUANE/PAULA		3428 PARKLAND DRIVE	WEST BLOOMFIELD	MI	48322
CARNAGO & ASSOCIATES PC		667 E BIG BEAVER ROAD, STE 201	TROY	MI	48083-1431
BERGMANN, DIETRICH R		P O BOX 130525	ANN ARBOR	MI	48113-0525
GIOVANNUCCI, PIERINA V. -TRUSTEE		610 FARNSWORTH ROAD	WATERVILLE	OH	43566
WAITE, JOANNE		1601 HILL COUNTRY DR	CEDAR PARK	TX	78613
AT&T	Area Manger - Mr. Tim Black	100 S. Main Room 314	Mount Clemens	MI	48043
MichCon	Catherine Litwa, Permit Liaison	17150 Allen Rd.	Melvindale	MI	48122
Detroit Edison Company	Andrew Manning, Corp. Permit Coordinator	2000 Second Ave, Suite 1066 W.C.B.	Detroit	MI	48226
Haley Law Firm, PLC	Wallace R. Haley	8065 Grand River	Brighton	MI	48114



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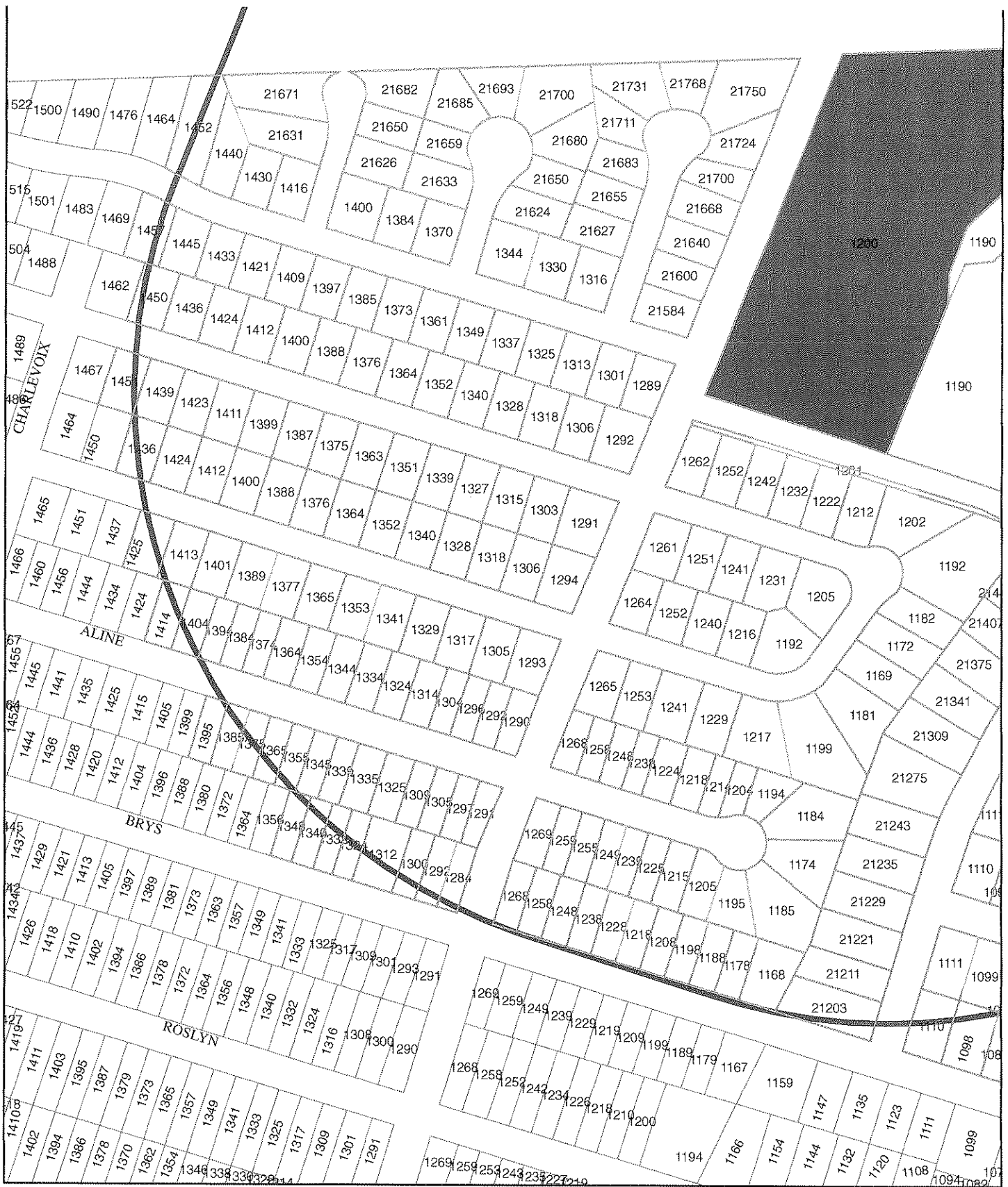


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 Geographic Information Systems (GIS) Division

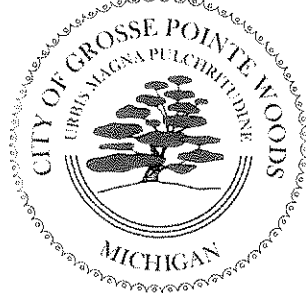
Subject: 1200 Parkway

Date: 10/18/2010





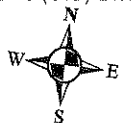
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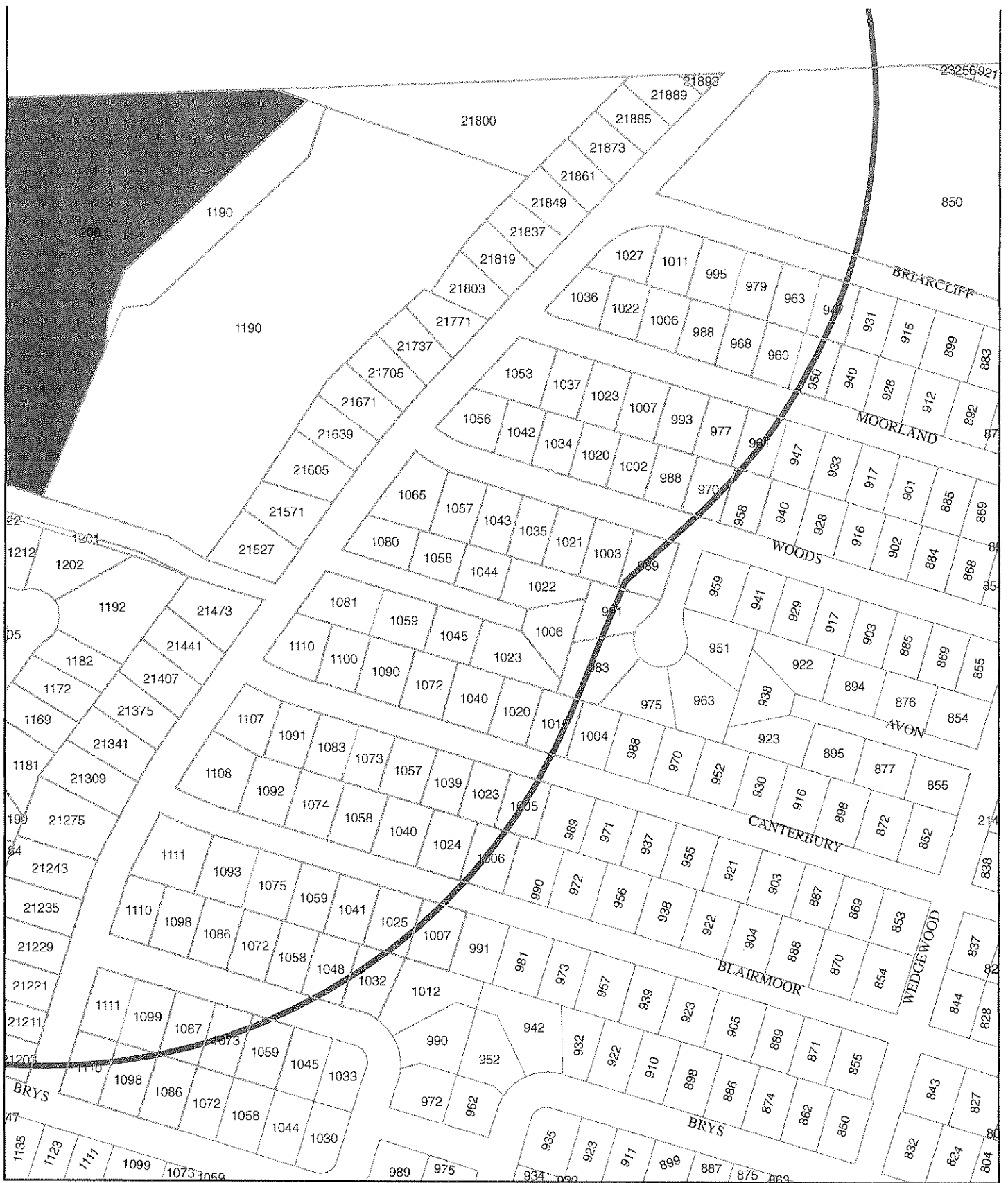


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 Geographic Information Systems (GIS) Division

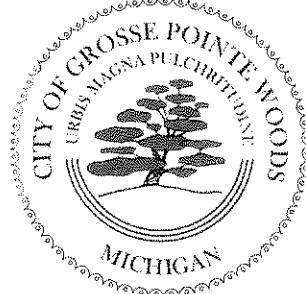
Subject: 1200 Parkway

Date: 10/18/2010





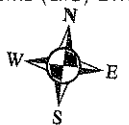
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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1200 Parkway

Date: 10/18/2010



Lisa Hathaway

8A

From: Ken Poulos [gpbusmack@yahoo.com]
Sent: Wednesday, October 06, 2010 12:44 PM
To: Lisa Hathaway
Cc: Angelo DiClemente
Subject: agenda for meters
Attachments: METERS.docx

Hi Lisa

Attached is a request for the city council, please email me back if you have any concerns.

Thanks

Lucy

Lisa Hathaway

Regarding: City Council Oct 18th meeting

The **Grosse Pointe Business and Professional Association of Mack Avenue** is requesting the City of **Grosse Pointe Woods** to bring **FREE** annual holiday parking. The bagging will start **Saturday December 4th** with removing **Saturday December 26, Sunday December 27th**. Covered meters will decorate the Woods for shopping and dining. We are hoping to bring attention and encourage local shopping.

Thank you from the Grosse Pointe Business and Professional Association of Mack Avenue.

Market: Detroit
Cell Site Number: MI1040
Cell Site Name: Grosse Pointe Woods DPW
Fixed Asset Number: 10127870

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Grosse Pointe Woods, a municipality, having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at 1200 Parkway Drive, in the County of Wayne, State of Michigan (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1,140 square feet including the air space above such room/cabinet/ground space for the placement of Tenant's radio cabinets as described on attached **Exhibit 1** (the "**Premises**").
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("tower") associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant 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 Tenant or Landlord (collectively, the "**Permitted Use**"). **Exhibit 1** shall include drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Any Premises improvements, alterations, upgrades, expansions or additions that are a material deviation from the site plan attached as **Exhibit 1** must first be reviewed and approved by Landlord. Tenant Changes shall include the construction of a fence around the Premises, and Tenant may undertake any other appropriate means to secure the Premises at Tenant's expense, the specifications of which shall be shown on the plans and approved by Landlord. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas (so long as they are contained within the tower as shown in Exhibit 1), at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property

in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

Notwithstanding the above, during the Term of this Agreement, Landlord shall have reserved and be allowed to place at no rental charge to Landlord a public whip antenna as shown on **Exhibit 1** and to place a similar antenna, or such other UHF or VHF type of antenna, below the antenna housing section of the tower ("**Landlord's Premises**"). Landlord will be responsible for ordering service and making payment to the appropriate utility company for its electricity. Landlord may use Landlord's Premises for the transmission and reception of communications signals, for Landlord's public services, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "**Landlord's Communication Facility**"). Landlord further has the right but not the obligation to add, modify and/or replace equipment on the tower, with Tenant's prior written approval, which shall not be unreasonably withheld or delayed 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. The addition of Landlord's Communication Facility or its antennas shall not interfere with Tenant's Communication Facility as described more fully in Section 8 below. Landlord shall be responsible for removing Landlord's Communication Facility at the end of the Term.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension 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 Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Nine Hundred Forty-Five and No/100 Dollars (\$1,945.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Prior to commencing construction, Tenant will pay Landlord a one time rent fee of Twenty Thousand and no/100 Dollars (\$20,000.00).

(c) In year one (1) of each Extension Term, the monthly Rent will increase by three percent (3 %) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as 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 Tenant. The foregoing shall not apply to monthly rent which

is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) The parties agree and acknowledge that the approval of this facility will be subject to review under the Grosse Pointe Woods Code Wireless Communication Facilities Ordinance sections 50-615 through 50-625. Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant'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 Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24(l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand,

lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors. Notwithstanding the above, the right to self insure shall only apply to the undersigned Tenant, its affiliates, and subsidiaries and shall not be assignable to any other third party without the written approval of Landlord.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises 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 Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant 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, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. 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 such interference) until the interference has been corrected.

(d) For the 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 Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant 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.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of

record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (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) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. **ENVIRONMENTAL.**

(a) Landlord does not represent and/or warrant the environmental condition of the Property and/or the Premises. Tenant shall have the right to make an investigation of the Property and Premises as to the suitability for its facilities.

(b) Landlord and Tenant 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 11(a). Landlord agrees to hold harmless and indemnify Tenant 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. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant 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 Tenant.

(c) The indemnifications of this Section 11 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 Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant the right for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant 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 Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements, including the tower, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of three-feet below grade. Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Notwithstanding the foregoing, upon Tenant providing notice to Landlord of termination of the Agreement and upon request of Landlord, Tenant shall not remove the tower and shall transfer ownership of the tower to Landlord.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant 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 Tenant on the Premises. Tenant shall secure its own metered electrical supply.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable utility easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant 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) Tenant's failure to perform any other term or condition under this Agreement, including but not limited to the payment of personal property taxes, 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 Tenant has commenced to cure such default within such period and provided that 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 Tenant. If Tenant 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) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) 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 from Tenant 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, Tenant 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 Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Tenant shall have the right to sublease space on the tower to additional c-locators, while Landlord shall have the right to enter into a separate lease with each co-locator for the ground space. Furthermore, Tenant agrees that it shall not let other co-locators use or lease space within its ground space or shelter.

17. **NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW (MI)
 Fixed Asset No: 10127870
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With the required copy to:
 New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site #: MI1040; Cell Site Name: Grosse Pointe Woods DPW (MI)
 Fixed Asset No: 10127870
 15 East Midland Ave.
 Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

With the required copy of legal notice sent to:
 City Attorney
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) 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 will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant 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 Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant 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, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold

improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(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 Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, 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 Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation 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 Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15)

business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** 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 this 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; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "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.

(i) **Survival.** 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.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** 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 THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Robert E. Novitke
Its: Mayor
Date: _____

WITNESSES:

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Alfred Fincham
Its: City Administrator
Date: _____

WITNESSES:

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 11

to the Agreement dated _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

See attached construction drawings consisting of 10 pages.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

MEMORANDUM OF LEASE

Prepared by:

Haley Law Firm, PLC

8065 Grand River

Brighton, MI 48114

Return to:

Re: Cell Site #MI1040; Cell Site Name: Grosse Pointe Woods DPW
Fixed Asset Number: 10127870
State: Michigan
County: Wayne

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Robert E. Novitke
Its: Mayor
Date: _____

"LANDLORD"

CITY OF GROSSE POINTE WOODS

By: _____
Print Name: Lisa K. Hathaway
Its: Clerk
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Robert E. Novitke, and acknowledged under oath that he is the Mayor of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2010, before me personally appeared Lisa K. Hathaway, and acknowledged under oath that she is the Clerk of the City of Grosse Pointe Woods, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: _____
My Commission Expires: _____

City of **Grosse Pointe Woods**, Michigan

NOTICE IS HEREBY GIVEN that the Council adopted the following ordinance at its meeting held on Monday, October 4, 2010. The ordinance was adopted in accordance with the City Charter and the Michigan Zoning Enabling Act, MCL 125-3401, will become effective October 24, 2010, and is hereby published by title:

An Ordinance to Amend Chapter 50, Zoning of the City of Grosse Pointe Woods Code: Article III District Regulations, Division 6 C.F. Community Facilities District by Adding Section 50-340 Special Land Uses, To Allow a Continuing Care Retirement Community (CCRC) As a Special Land Use Subject to Specific Lot and Building Regulations

The ordinance is available for public inspection or purchase from the Office of the City Clerk, at the Municipal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday, or www.gpwmi.us.

G.P.N.: 10/7/2010

Lisa Hathaway, MMC
City Clerk

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 11

to the Memorandum of Lease dated _____, 2010, by and between the City of Grosse Pointe Woods, a municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

See attached construction drawings consisting of 10 pages.

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TO: Alfred Fincham, City Administrator *AF*
 FROM: Joseph J Ahee, Jr., Director of Public Works *JJA*
 DATE: October 12, 2010
 SUBJECT: Recommendation – 2010 Fall Tree Planting

RECEIVED
OCT 13 2010
CITY OF GROSSE PTE. WOODS

A bid request for a joint fall tree planting with Grosse Pointe Woods, Grosse Pointe Shores, Grosse Pointe Park and the City of Grosse Pointe was posted on the Michigan Intergovernmental Trade Network (MITN) website on September 17, 2010 and an "Invitation to Bid" was forwarded to 292 companies. The information was also advertised in the Grosse Pointe News. Sixteen bids were received from the companies listed below at the bid opening in the City Clerk's office on October 5, 2010. Bid amounts shown below are for the City of Grosse Pointe Woods only.

North Monroe Greenhouses	\$ 5,936.00	Sherman Nursery Farms	\$ 9,789.82
KLM Landscape	\$ 7,620.00	Thomas Bros. Landscaping	\$10,320.00
SirCo Scape L.L.C.	\$ 7,700.00	Becker Landscaping	\$11,084.00
Greg Davis Landscape	\$ 7,740.00	Great Lakes Landscape	\$11,200.00
Great Lakes Landscaping	\$ 8,140.00	Three C's Landscaping	\$11,300.56
Marine City Nursery	\$ 8,700.00	Agroscaping Inc.	\$11,470.00
Reliable Landscape	\$ 9,020.00	Evergreen Exteriors	\$11,750.00
Sinacori Landscape	\$ 9,375.00	Site Scape Inc.	\$11,814.00

This year we have removed 126 city trees to date and have another 16 trees scheduled for removal. The bid price of \$5,936.00 will provide 50 trees. The contractor has confirmed they can provide additional trees at the bid prices. Permission is requested to add 35 trees at an additional cost of \$3,920.00 to the bid price for a total contract amount of \$9,856.00. I recommend that the contract be awarded to the lowest qualified bidder, North Monroe Greenhouses, 1818 N. Monroe St., Monroe, MI 48162 in an amount not to exceed \$9,856.00. This is a budgeted item in the 2010/11 budget in the amount of \$10,000.00 in account 401-902-977.400. This contract will be effective through June 30, 2011.

If you have any questions concerning this matter please contact me.

cc Dee Ann Irby
 Tree File
 O/F

RECOMMENDED FOR APPROVAL AS SUBMITTED:

AF
 City Administrator

10-13-10
 Date

 Council Approval Required

10A

CITY OF GROSSE POINTE WOODS
PROCLAMATION

WHEREAS, in 2010, an estimated 43,140 people will be diagnosed with pancreatic cancer in the United States and 36,800 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 75 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, incidence of pancreatic cancer is approximately 50 percent higher in African Americans than in other ethnic groups; and

WHEREAS, approximately 1,330 deaths occurred in Michigan; and

WHEREAS, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years; and

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Grosse Pointe Woods and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Grosse Pointe Woods support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS, the good health and well-being of the residents of Grosse Pointe Woods are enhanced as a direct result increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim November 2010 as **Pancreatic Cancer Awareness Month** in the City of Grosse Pointe Woods and urge all citizens in our community and throughout the country to become aware of their own risks of pancreatic cancer through research and talking to health care providers about pancreatic cancer.

Mayor Robert E. Novitke
October 18, 2010

