

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this “**Option Agreement**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **American Tower Asset Sub, LLC**, a Delaware limited liability company (“**Buyer**”) and **Village of Pinckney**, a Michigan Municipal Corporation (“**Seller**” or the “**Village**”) (Buyer and Seller being collectively referred to herein as the “**Parties**”).

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the “**Option**”) to purchase a communications perpetual, exclusive easement and perpetual, non-exclusive access and utility easement (collectively, the “**Easements**”), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit A** and incorporated herein by reference (the “**Easement Agreement**”). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Livingston, State of Michigan (the “**Premises**”), and on which Buyer currently leases or subleases land from Seller pursuant to the terms of that certain Standard Lease Agreement dated November 26, 1996 (as the same may have been amended and modified from time to time, the “**Lease**”). The Seller shall also assign to Buyer all of Seller’s right, title and interest in the Lease, including, but not limited to, Seller’s right to collect any rent as described in the Lease. The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer’s sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by countersigning the Easement Agreement and paying to Seller an amount equal to **ONE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$1,582,000.00)** [the “**Purchase Price**”] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the “**Closing**”. Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Lease, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **VILLAGE OF PINCKNEY**. From and after the Option Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the Termination Date (as defined below).
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180th day following the Effective Date (said date being referred to herein as the “**Termination Date**”). Between the Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer’s completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement (“**NDA**”) from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller’s best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the Option without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller’s credit worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
7. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: 220 South Howell Street, Pinckney, MI 48169; with copy to: Seller's Counsel, Cohl, Stoker & Toskey, P.C. 601 N. Capitol Ave., Lansing, MI 48933; To Buyer at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before December 15, 2023.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

BUYER:

American Tower Asset Sub, LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SELLER:

Village of Pinckney,
a Michigan Municipal Corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

[EASEMENT AGREEMENT TO FOLLOW]

(Recorder's Use Above this Line)

STATE OF MICHIGAN

Assessor's Parcel No.: 14-27-400-004

COUNTY OF LIVINGSTON

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of _____, 202_ (the "**Effective Date**"), by and between **Village of Pinckney**, a Michigan Municipal Corporation ("**Grantor**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Grantee**").

BACKGROUND

Grantor is the owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
- Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use. The parties acknowledge that the Village is a municipal political subdivision of the State of Michigan and that its ownership rights are exercised on behalf of the citizens of the Village, and that nothing in this agreement shall be deemed to abrogate or diminish the governmental and police power rights vested in the Village nor any of the Village's rights exercised on behalf of the Village's citizens under this easement agreement.
- Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

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4. Duration. The duration of this Agreement and the Easements granted herein (the “**Term**”) shall be perpetual, unless Grantee provides written, recordable notice of Grantee’s intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee’s recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee’s obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the “**Permitted Parties**”) for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion, provided those improvements, alterations, modifications, and uses, i) are consistent with terms of this Agreement, ii) are consistent with, and in full compliance with all federal, State, County, and local laws, regulations, and ordinances, including ordinances and regulations of the Village, and iii) do not jeopardize the Grantor’s adjacent public infrastructure facilities. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement, nor jeopardize the Grantor’s adjacent public infrastructure facilities. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee’s nor any Permitted Parties’ right to use the Exclusive Easement Area in any legally authorized manner for the facilitation of communications and other communications related uses. Grantee may, at Grantee’s sole and exclusive option, repair or replace the existing fence around the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area. Notwithstanding the foregoing and only in the event of an emergency, which if unmitigated, would cause imminent bodily harm to any persons located on the Premises, Grantee agrees that Grantor shall be permitted to enter the Exclusive Easement Area only after Grantor has called (i) Grantee’s Network Operations Center at 1-877-518-6937, (ii) Grantee’s Landlord Relations Department at 1-866-586-9377 (Option1), and (iii) without prior notice for the local emergency services, to the extent that it is reasonably appropriate to do so, provided Grantor notifies Grantee’s Landlord Relations Department promptly thereafter.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Grantee shall provide Grantor advanced notice of any such work in the Access and Utility Easement Area and Grantee and Grantor shall mutually agree to reasonably designate where in that Access and Utility Easement Area any new or relocated utilities will be located. Notwithstanding the foregoing, neither the Grantee or the Grantor shall in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement in a manner that prevents either Party from utilizing the Access and

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Utility Easement Area consistent with this Agreement. Neither the Grantee nor the Grantor shall utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein, or that in any manner interferes with Grantor's use of the Access and Utility Easement Area for Grantor's public works or sanitary sewer functions. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, but shall provide notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. The Grantee recognizes that the Grantor is a political subdivision of the State of Michigan and is currently exempt from real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee, or Grantee's successors, shall be solely liable for any such real property and other taxes, fees and assessments attributable to their use of Premises, if any, including, but not limited to any taxes pursuant to MCL 211.181 et seq, or any other federal, State, or local taxing entity.

i. i. If at any point during the Term Grantor or its successors are not deemed to be exempt, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of

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which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Grantor shall not cause the area comprising the Easement Areas to be legally or otherwise further subdivided from any master tracts of which it is a part unless such subdivisions are in accordance with all applicable law, including, but not limited to, local zoning regulations as they pertain to wireless telecommunications facilities. Grantor shall provide Grantee with written notice of any subdivision along with identification of the new parcel (including the tax parcel number) upon which the Easement Areas shall thereafter be located. In the event it is discovered that Grantor's subdivision of the Premises results in a violation or possible violation of applicable zoning laws and such violation or possible violation thereafter results in Grantee's inability to utilize the Easement Areas as contemplated in this Agreement, upon written notice by Grantee, Grantor shall undertake any and all acts necessary to cause the Easement Areas to comply with all applicable zoning laws. In no event shall Grantor undertake a subdivision of the Premises that results in the Exclusive Easement Area being located on more than one parcel. Any subdivision of the Premises shall insure that Grantee retains easements for access and utility purposes of the same or greater quality that exist as of the Effective Date from the Exclusive Easement Area to a public right of way. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantee will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantor's sanitary sewer or public works functions in the property adjacent to the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement, and Grantor's use of the adjacent property for sanitary sewer and public works functions, would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement, which shall not have the right to encumber the fee interest, and all of Grantee's personal property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure as to such personal property and fixtures, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within forty-five (45) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: American Tower Asset Sub, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: Village of Pinckney
220 South Howell Street
Pinckney, MI 48169

With copy to: American Tower Asset Sub, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

With copy to: Cohl, Stoker & Toskey, P.C.
601 N. Capitol Ave.
Lansing, MI 48933
Attn: David G. Stoker

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State of Michigan, without regard to the conflicts of laws provisions of the State of Michigan. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions,

scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantee recognizes that the Village has jurisdiction as to land use regulations applicable to the subject property, including zoning and other land use regulations. Any proposed zoning or land use requests to the Village by Grantee may be processed without the real estate fee holder (Grantor) signing the applications, and all such requests shall otherwise be handled in good faith and in the same manner as other parcels in which the Village has no ownership interest. To the extent applications for licenses or permits from other governmental agencies, including building permits, may require the real estate fee holder's authorization, (a) Grantor hereby covenants and agrees that neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee, and (b) Grantor shall cooperate in such applications provided the proposed use is otherwise consistent with the Village's Ordinances and regulations and the terms of this agreement.

20. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Standard Lease Agreement dated November 26, 1996, originally by and between Village of Pinckney, as Lessor, and PowerFone, Inc., d/b/a Nextel Communications, a Delaware corporation, as Lessee, as amended from time to time (collectively, the "**Lease**"), as evidenced by that certain memorandum of lease recorded in the records of Livingston County, Michigan. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor

Site No: 305702

Site Name: Pinckney

hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

21. Survey. Grantee may elect, at Grantee's sole cost and expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. With Grantor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon any additional consideration, Grantee may replace **Exhibit B** and/or **Exhibit C** with a revised **Exhibit B** and/or **Exhibit C** depicting and/or describing the Exclusive Easement Area and/or the Access and Utility Easement Area, as applicable, in accordance with said Survey.

22. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

Village of Pinckney,
a Michigan Municipal Corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

2 WITNESSES

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement Area
Exhibit "C" – Access and Utility Easement Area

Prepared by and Return to:
Attorney, Joseph Rebello, Land Management
Site No: 305702
Site Name: Pinckney
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:
Instrument No. 2013R-002609
State of Michigan
County of Livingston

Site No: 305702
Site Name: Pinckney

Exhibit "A"
The Premises

Upon prior written consent from Grantor, this Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

Land in the Township of Putnam, Livingston County, Michigan, described as follows:
A part of the Southeast 1/4 of Section 27, Town 1 North, Range 4 East, Michigan,
described as the East 3/5 of the North 1/2 of the West 1/2 of Southeast 1/4,
containing 24 acres more or less.
Parcel ID: #14-27-400-004

EXHIBIT "B"
Exclusive Easement Area

Upon prior written consent from Grantor, this Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 27, T 1 N, R 4 E, PUTNAM TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN. THE LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 27; TH N88°52'W 1993.91' ALONG THE EAST-WEST 1/4 LINE; TH S13°40'W 114.52' TO THE POINT OF BEGINNING; TH CONTINUING S13°40'W 75.00'; TH N76°20'W 75.00'; TH N13°40'E 75.00'; TH S76°20'E 75.00' TO THE POINT OF BEGINNING. CONTAINING 5625 SQUARE FEET.

EXHIBIT "C"

Access and Utility Easement Area

Upon prior written consent from Grantor, This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

The easement is described and/or depicted as follows:

Together with a 15 foot wide easement for ingress-egress and public utilities, the centerline of which is described as follows:

Commencing at the E 1/4 corner of Section 27, T1N, R4E, Putnam Township, Livingston County, Michigan, thence Southerly along the centerline of Patterson Lake Road 20.00 feet to the centerline of said easement and to the POINT OF BEGINNING: thence N 88°52'00" W 1308.67 feet; thence Southwesterly 102.73 feet along the arc of a circular curve to the left, radius 200.00 feet, central angle 28°25'53", chord S 76°25'04" W 101.51 feet; thence Southwesterly 162.10 feet along the arc of a circular curve to the right, radius 400.00 feet, central angle 23°13'10", chord S 73°18'42" W 161.00 feet; thence S 64°55'17" W 133.68 feet; thence Southwesterly 160.78 feet along the arc of a circular curve to the left, radius 300.00 feet, central angle 30°42'24", chord S 69°34'05" W 158.86 feet; thence S 57°01'50" W 8.52 feet; thence N 32°55'10" W 143.68 feet; thence Northwesterly 65.68 feet along the arc of a circular curve to the left, radius 50.00 feet, central angle 41°48'45", chord N 53°52'33" W 64.23 feet; thence N 74°46'56" W 113.27 feet; thence Westerly 29.00 feet along the arc of a circular curve to the left, radius 35.00 feet, central 47°35'13", chord S 81°24'58" W 28.25 feet; thence Southerly 149.21 feet along the arc of a circular curve to the left, radius 62.55 feet, central angle 136°41'05", chord, S 10°43'41" E 116.26 feet to the POINT OF ENDING, being a part of the E 1/2 of Section 27, T1N, R4E, Putnam Township, Livingston County, Michigan, subject to the rights of the public over Patterson Lake Road right-of-way, subject to easements or restrictions of record, if any;

UTILITY EASEMENT LEGAL DESCRIPTION

And together with an 8 foot wide public utility easement the centerline of which is described as follows: Commencing at the East 1/4 corner of said Section 27; thence N 88°52' W 1993.91 feet along the East-West 1/4 line; thence S 13°40' W 180.91 feet to the POINT OF BEGINNING; thence S 54°37'00" E 266.43 feet; thence S 35°23'00" W 8.00 feet; thence N 54°37'00" W 263.25 feet; thence N 13°40'00" E 8.61 feet to the POINT OF BEGINNING, being a part of the E 1/2 of Section 27, T1N, R4E, Putnam Township, Livingston County, Michigan, subject to the rights of the public over Patterson Lake Road right-of-way, subject to easements or restrictions of record, if any.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

Attorney Joseph Rebello, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: 14-27-400-004

RESOLUTION AND CONSENT AFFIDAVIT

Village of Pinckney, a Michigan Municipal Corporation

Be it known that, under the pains and penalties of perjury, the undersigned, Officers (collectively "***Affiants***") of the above referenced entity (the "***Seller***"), hereby declare and resolve the following:

1. Seller (*or its predecessor in interest*) has leased or subleased a portion of land to **American Tower Asset Sub, LLC**, a Delaware limited liability company (*or its predecessor in interest*), (hereinafter "***Buyer***") under a Standard Lease Agreement originally dated November 26, 1996 (as the same may have been amended, the "***Lease***").
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "***Easement***") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Village of Pinckney through its Village Council has nominated the below listed individuals (the "***Nominees***") as attorneys-in-fact to execute the Easement on behalf of Village and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in

Site No: 305702
Site Name: Pinckney

which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

NOMINEES:	(Print Name)	Linda Lavey, Village President and Jill Chapman, Village Clerk
	(Address)	220 S. Howell Pinckney, MI 48169

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.
8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES NEXT]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANTS

Signature: _____

Print Name: **Linda H. Lavey**

Date: _____

Title: **Village President**

Signature: _____

Print Name: **Jill Chapman**

Date: _____

Title: **Village Clerk**

2 WITNESSES

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of **Michigan** _____

County of **Livingston** _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared **Linda H. Lavey, Pinckney Village President, and Jill Chapman, Village Clerk,** _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

{Seal}

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

RESOLUTION
VILLAGE OF PINCKNEY

NO. : 24 - _____
DATE: January 22, 2024

RESOLUTION AND CONSENT AFFIDAVIT

Village of Pinckney, a Michigan Municipal Corporation

Be it known that, under the pains and penalties of perjury, the undersigned, Officers (collectively "**Affiants**") of the above referenced entity (the "**Seller**"), hereby declare and resolve the following:

1. Seller (*or its predecessor in interest*) has leased or subleased a portion of land to **American Tower Asset Sub, LLC**, a Delaware limited liability company (*or its predecessor in interest*), (hereinafter "**Buyer**") under a Standard Lease Agreement originally dated November 26, 1996 (as the same may have been amended, the "**Lease**").
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "**Easement**") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Village of Pinckney through its Village Council has nominated the below listed individual (the "**Nominee**") as attorneys-in-fact to execute the Easement on behalf of Village and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

NOMINEES: (Print Name) **Linda E. Lavey , Village President**
(Address) **220 S. Howell**
Pinckney, MI 48169

Site No: 305702
Site Name: Pinckney

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.
8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

Village Council Member _____ offered the foregoing Resolution and moved its adoption. The motion was seconded by Village Council Member _____, and upon being put to a vote, the vote was as follows:

Linda E. Lavey, President	_____
Ted Kinczkowski, President Pro-Tem	_____
Justin Bierman, Trustee	_____
Jeffrey Buerman, Trustee	_____
Stacy Conquest, Trustee	_____
Brian Mason, Trustee	_____
Jeffrey Spencer, Trustee	_____

The President thereupon declared this Resolution approved and adopted by the Village Council of the Village of Pinckney this 22nd day of January, 2024.

Linda E. Lavey, Village President

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Pinckney, County of Livingston, Michigan, at a regular meeting held on January 22, 2024.

Jill Chapman, Village Clerk

[SIGNATURE AND NOTARY PAGES NEXT]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANTS

2 WITNESSES

Signature: _____

Print Name: **Linda E. Lavey**

Date: _____

Title: **Village of Pinckney President**

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of **Michigan**

County of **Livingston**_

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared **Linda E. Lavey , Pinckney Village President**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

{Seal}

Prepared by and Return to:
Attorney Joseph Rebello, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: 14-27-400-004

Site No: 305702
Site Name: Pinckney

RESOLUTION

NO. : 24 - _____

VILLAGE OF PINCKNEY

DATE: January 22, 2024

**RESOLUTION AUTHORIZING THE A GRANT OF PERPETUAL EASEMENT TO
AMERICAN TOWER ASSET SUB, LLC AND THE EXECUTION OF DOCUMENTS FOR
SUCH EASEMENT**

WHEREAS, the Village of Pinckney (hereinafter referred to as the “Village”) has received and desires to accept an offer to purchase a Perpetual Easement from American Tower Asset Sub, LLC (hereinafter referred to as the “ATC”), including an Exclusive Easement as to the site of the communications tower, and nonexclusive Ingress and Egress Easement and a Utility Easement; and

WHEREAS, the purpose of the easements is for ATC’s continued use of those areas previously utilized pursuant to a long-term lease between the Village and ATC last amended on December 18, 2012, for installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other necessary or appropriate personal property for the facilitation of communications and other related uses; and

WHEREAS, the Village Council of the Village of Pinckney desires to authorize the Village President to sign on behalf of the Village of Pinckney the necessary documents for granting such easements.

NOW, THEREFORE, BE IT RESOLVED, the Village Council hereby approves the Easement Agreement between the Village and ATC; and

BE IT FURTHER RESOLVED, that the Village President is hereby authorized to sign on behalf of the Village of Pinckney the Easement Agreement and all necessary documents required for the grant of such easements, as approved by the Village Attorney.

Village Council Member _____ offered the foregoing Resolution and moved its adoption. The motion was seconded by Village Council Member _____, and upon being put to a vote, the vote was as follows:

Linda E. Lavey, President	_____
Ted Kinczkowski, President Pro-Tem	_____
Justin Bierman, Trustee	_____
Jeffrey Buerman, Trustee	_____
Stacy Conquest, Trustee	_____
Brian Mason, Trustee	_____
Jeffrey Spencer, Trustee	_____

The President thereupon declared this Resolution approved and adopted by the Village Council of the Village of Pinckney this 22nd day of January, 2024.

Linda E. Lavey, Village President

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Pinckney, County of Livingston, Michigan, at a regular meeting held on January 22, 2024.

Jill Chapman, Village Clerk