

## FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Battle Creek, a Michigan municipal corporation, having its mailing address of 10 North Division Street, Battle Creek, MI 49014 ("**LESSOR**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard, 3rd Floor, Atlanta, GA 30319 ("**LESSEE**").

WHEREAS, Lessor and Lessee (or its respective predecessors-in-interest) entered into a Lease Agreement dated February 15, 1996, as amended by a First Amendment to the Lease dated April 9, 2013, as amended by a Second Amendment to the Lease dated April 4, 2016, as amended by a Third Amendment to the Lease dated July 16, 2019, (hereinafter, collectively, the "**Lease**") whereby Lessor leased to Lessee certain leased premises ("**Leased Premises**"), therein described, that are a portion of the property ("Property") located at 294 Kellogg Street, Battle Creek, MI 49037; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow for the installation and use of a diesel generator and associated equipment; and

WHEREAS, Lessor and Lessee desire to adjust the Rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Additional Equipment.** In addition to the other equipment permitted in the Lease, Lessor consents to the installation and operation of a diesel generator and associated equipment, in a ground space area not to exceed an area equal to forty (40) square feet, to be included in Lessee's Leased Premises, as more completely described on engineering drawings attached as Exhibit A. The generator shall meet all applicable federal, state, and local fuel containment requirements. Lessor's execution of this Amendment and an approved building permit will signify Lessor's approval of Exhibit A.

2. **Rent.** Commencing on the first day of the month following the date that Lessee is issued a building permit for construction of the modifications set forth in this Amendment, Rent shall be increased an additional Three Hundred and No/100 Dollars (\$300.00) per month for the diesel generator and supporting equipment, subject to further adjustments as provided in the Lease. Lessee will provide fourteen days written notice to Lessor prior to commencing construction. Upon Lessor's removal of the diesel generator and supporting equipment, Rent will revert to the

rate in effect on the date of increase, subject to adjustments as provided in the Lease, upon thirty (30) days' prior written notice to Lessor. Lessee's prior notice shall include written confirmation from Lessee that Lessee has removed the additional equipment and to the extent required by the Lease has repaired any damage caused by the additional equipment or its removal.

**3. Environmental Indemnification.** Lessee hereby represents, warrants, covenants and agrees to at all times to be, in all material respects, in compliance with all state, federal, and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage use, transportation, spillage, leakage dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any hazardous substance, including but not limited to diesel fuel. Lessee hereby agrees to indemnify, protect, defend, (with counsel) and hold Lessor, its officers, employees and/or agents, harmless from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) and expense of whatsoever kind and/or nature (including attorneys fees) arising out of or in connection with directly or indirectly, the release or suspected release during the Term of this Lease, of any hazardous substance, including but not limited to diesel fuel, in or into the air soil, surface water, groundwater or soil vapor at, on about, under or within the Leased Premises, or any portion thereof.

**4. Removal Bond.** Lessee shall produce and maintain in full force for the Term of the Lease, a bond, payable to the City of Battle Creek, in the amount of Ten Thousand Dollars (\$10,000) to pay for the removal of Licensee's antennas, generator, and related equipment at the termination of the Lease.

**5. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Fourth Amendment.

**6. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

**“LESSOR”**

City of Battle Creek  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Rebecca L. Fleury  
Title: City Manager  
Date: \_\_\_\_\_

**“LESSEE”**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSOR ACKNOWLEDGEMENT

STATE OF MICHIGAN    )  
                                          ) SS:  
COUNTY OF CALHOUN )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me personally appeared Rebecca L. Fleury, and acknowledged under oath that she is the City Manager of the City of Battle Creek, a Michigan municipal corporation, the Lessor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessor.

\_\_\_\_\_  
Rebecca D. Forbes, Notary Public  
Barry County, Michigan  
Acting in Calhoun County  
My Commission Expires: November 3, 2024

LESSEE ACKNOWLEDGEMENT

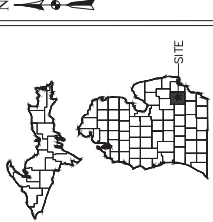
STATE OF \_\_\_\_\_ )  
                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies) as officer of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, and that by his/her/their signature(s) on the instrument, the entity upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
  
Printed Name: \_\_\_\_\_  
  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

Metro Engineering Solutions Generator Upgrade, dated March 24, 2024, Job 1032-23-0092 consisting of seven pages follow this page.



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AT&T SITE NUMBER: MI5908  
FA#: 10144247

## OVERLAY URBANDALE

294 KELLOGG ST  
BATTLECREEK,  
CALHOUN COUNTY, MI



**METRO ENGINEERING SOLUTIONS**  
3000 S. CANTON RD.  
LIVONIA, MICHIGAN 48150  
PHONE: 734.483.1427 FAX: 734.483.3431  
www.metroes.net

|             |  |
|-------------|--|
| ISSUED FOR: |  |
| DATE:       |  |
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### APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

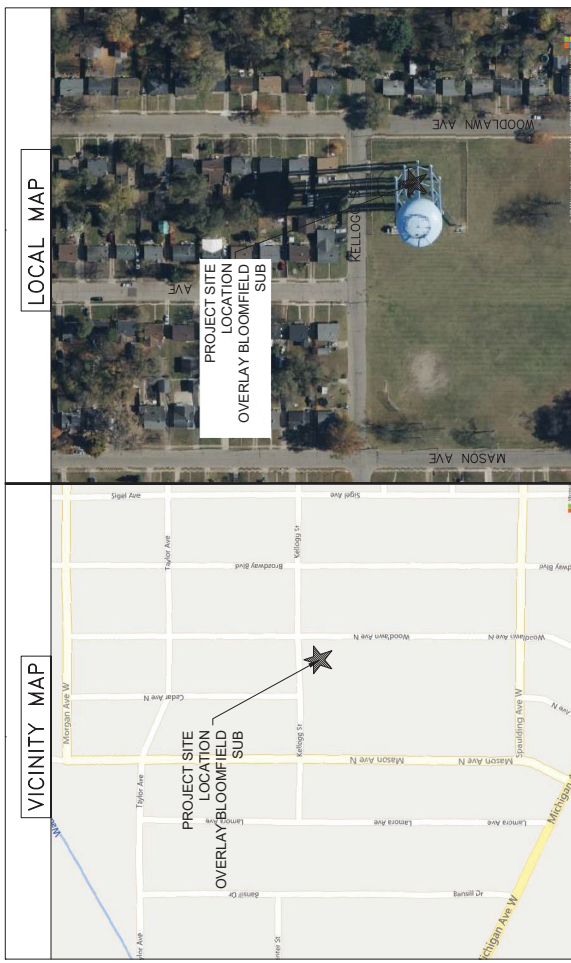
- 2015 MICHIGAN BUILDING CODE
- 2015 MICHIGAN MECHANICAL CODE
- 2015 MICHIGAN ELECTRICAL CODE
- 2015 MICHIGAN INTERNATIONAL FIRE CODE
- 2015 MICHIGAN ENERGY CODE
- 2023 NFPA 70

### GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2015 BUILDING CODE. A TECHNICIAN SHALL BE ON SITE DURING CONSTRUCTION AND MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

### SITE INFORMATION

APPLICANT: AT&T TOWER ASSET GROUP  
TOWER OWNER: DTE ELECTRIC COMPANY  
DETROIT, MI 48226  
STRUCTURE TYPE: MONOPOLE  
LATITUDE: 42° 21' 6.99" N 42.3519444  
LONGITUDE: -85° 14' 33" W -85.2425000  
LAT/LONG TYPE: NAD-83  
EXISTING ZONING: U  
PROPOSED PROJECT AREA: NO INCREASE IN S.F.  
PROPOSED PROJECT AREA: NO INCREASE IN S.F.  
TYPE OF CONSTRUCTION: GROUND WORK  
JURISDICTION: CALHOUN COUNTY



### DRIVING DIRECTIONS

1. INTERSTATE 75/26, 275 MORRISSE DR., ATLANTA, GA 30324
2. GET ON GA-75 S
3. TAKE RIGHT ON I-75 TOWARD I-85 S
4. TAKE RIGHT ON I-85 S TOWARD I-20 N
5. TAKE RIGHT ON I-20 N TOWARD I-85 S
6. TAKE RIGHT ON I-85 S TOWARD I-75 S
7. TAKE RIGHT ON I-75 S TOWARD I-20 N
8. TAKE RIGHT ON I-20 N TOWARD I-85 S
9. TAKE RIGHT ON I-85 S TOWARD I-20 N
10. TAKE RIGHT ON I-20 N TOWARD I-85 S
11. TAKE RIGHT ON I-85 S TOWARD I-20 N
12. TAKE RIGHT ON I-20 N TOWARD I-85 S
13. TAKE RIGHT ON I-85 S TOWARD I-20 N
14. TAKE RIGHT ON I-20 N TOWARD I-85 S
15. TAKE RIGHT ON I-85 S TOWARD I-20 N
16. TAKE RIGHT ON I-20 N TOWARD I-85 S
17. TAKE RIGHT ON I-85 S TOWARD I-20 N
18. TAKE RIGHT ON I-20 N TOWARD I-85 S
19. TAKE RIGHT ON I-85 S TOWARD I-20 N
20. TAKE RIGHT ON I-20 N TOWARD I-85 S
21. TAKE RIGHT ON I-85 S TOWARD I-20 N
22. TAKE RIGHT ON I-20 N TOWARD I-85 S
23. TAKE RIGHT ON I-85 S TOWARD I-20 N
24. TAKE RIGHT ON I-20 N TOWARD I-85 S
25. TAKE RIGHT ON I-85 S TOWARD I-20 N
26. TAKE RIGHT ON I-20 N TOWARD I-85 S
27. TAKE RIGHT ON I-85 S TOWARD I-20 N
28. TAKE RIGHT ON I-20 N TOWARD I-85 S

### PROJECT DESCRIPTION

AT&T MOBILITY PROPOSES TO MODIFY AN EXISTING UNMANNED WIRELESS COMMUNICATIONS FACILITY. THIS MODIFICATION WILL CONSIST OF THE FOLLOWING:

TOWER SCOPE OF WORK:

- NO TOWER WORK
- GROUND SCOPE OF WORK:
- REMOVE (E) AT&T/CAM LOC
- INSTALL (1) 30KW KOHLER STANDBY DIESEL GENERATOR (KOHLER) ON CONCRETE PAD
- INSTALL (1) 200A X 15/CAM LOC
- INSTALL (1) 200A X 15/CAM LOC
- INSTALL AT&T ALARM RELAY

### DRAWING INDEX

- | NO. | DESCRIPTION                      |
|-----|----------------------------------|
| 01  | TITLE                            |
| 02  | GENERAL NOTES                    |
| 03  | SITE PLAN                        |
| 04  | EQUIPMENT & CONDUIT DETAILS      |
| 05  | GROUNDING PLAN                   |
| 06  | ALARM DETAILS & ONE LINE DIAGRAM |
| 07  | GROUNDING DETAILS                |

### APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DRAWINGS FOR CONSTRUCTION. THESE DRAWINGS, WHEN USED WITH THE CONSTRUCTION DESCRIBED HEREIN, ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS

|                      |      |
|----------------------|------|
| AT&T                 | DATE |
| SITE ACQUISITION     | DATE |
| CONSTRUCTION MANAGER | DATE |

### SCALE

THE DRAWING SCALES SHOWN IN THIS SET OF DRAWINGS ARE PRINTED IN A 1"=16'17" SCALE. THESE DRAWINGS ARE PRINTED IN A 1"=16'17" SCALE.



Know what's below.  
Call before you dig.

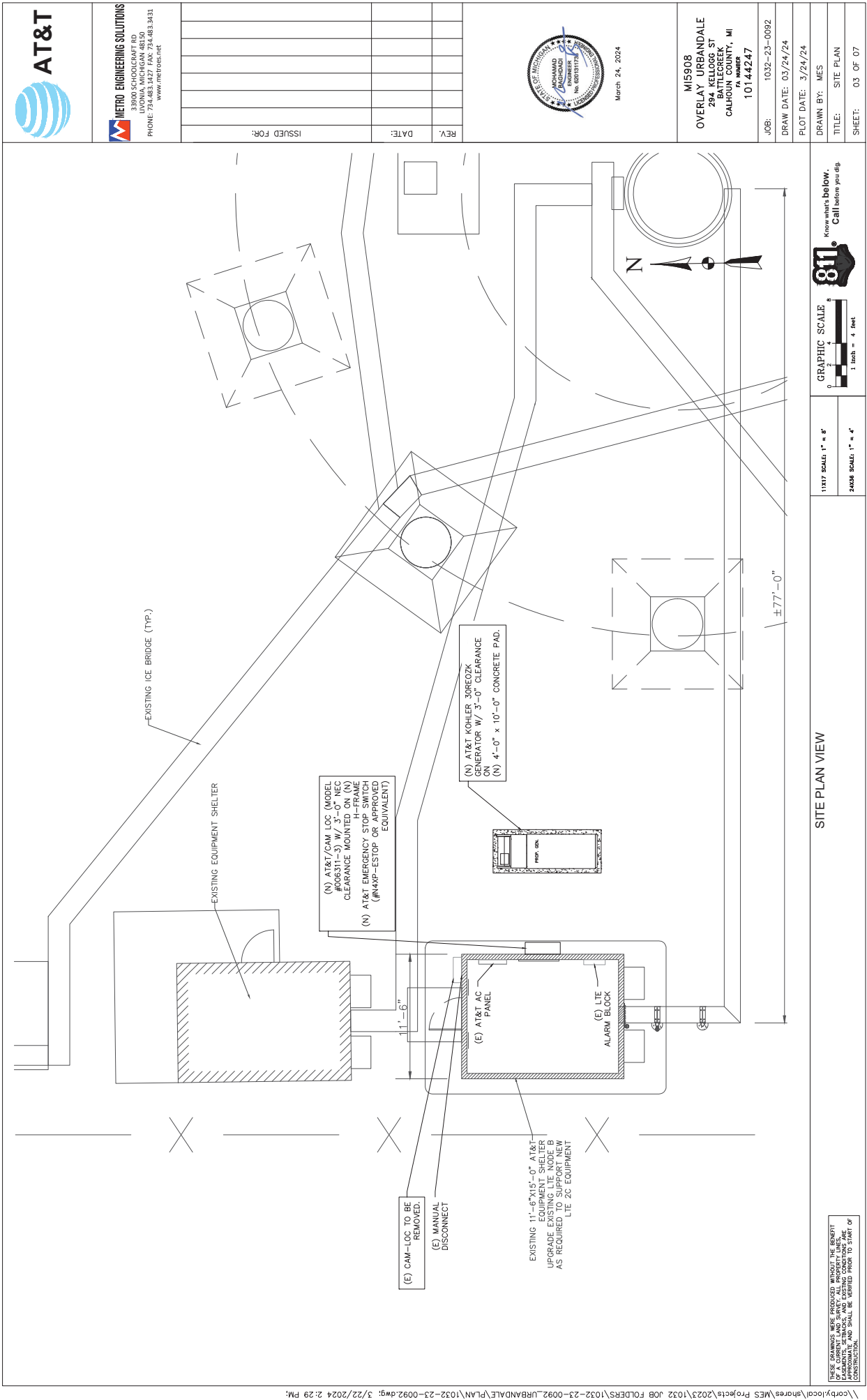


March 24, 2024

MI5908  
OVERLAY URBANDALE  
294 KELLOGG ST  
BATTLECREEK  
CALHOUN COUNTY, MI  
FA NUMBER  
10144247

|            |              |
|------------|--------------|
| JOB:       | 1032-23-0092 |
| DRAW DATE: | 03/24/24     |
| PLOT DATE: | 3/24/24      |
| DRAWN BY:  | MES          |
| TITLE:     | TITLE        |
| SHEET:     | 01 OF 07     |





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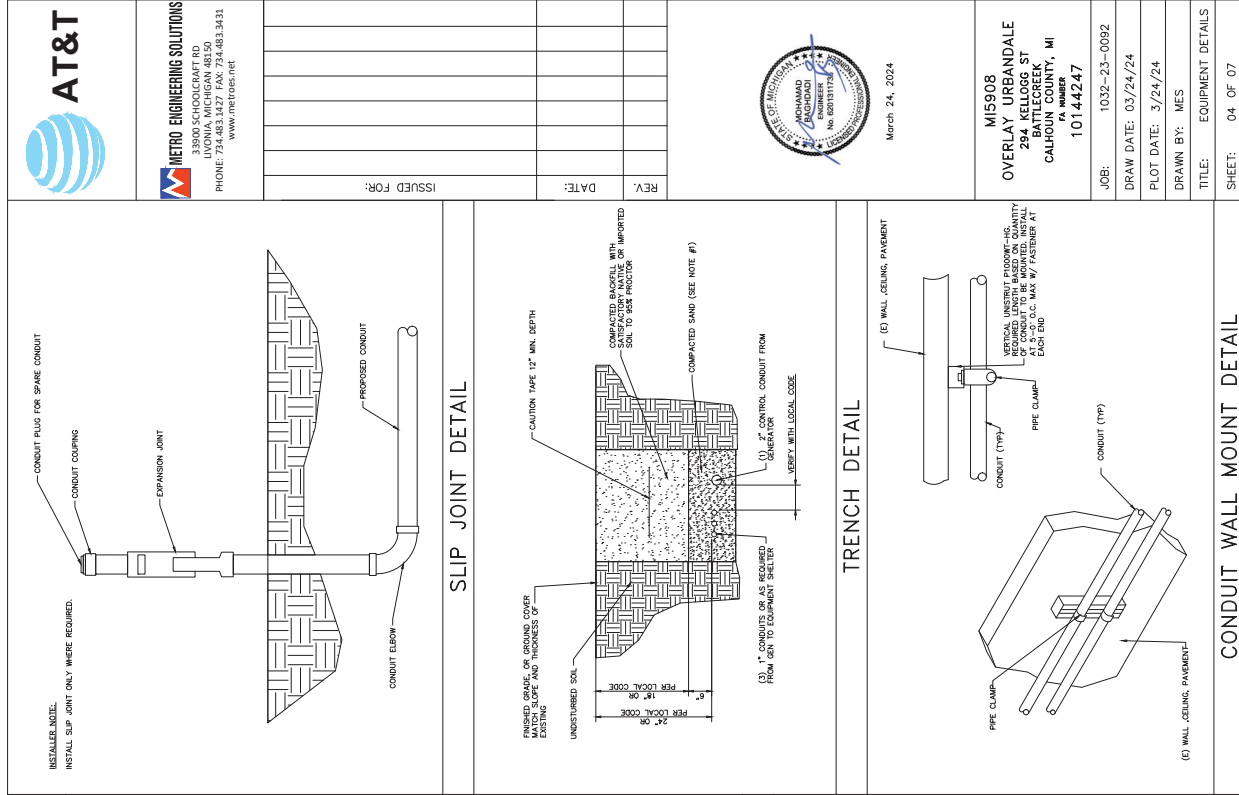
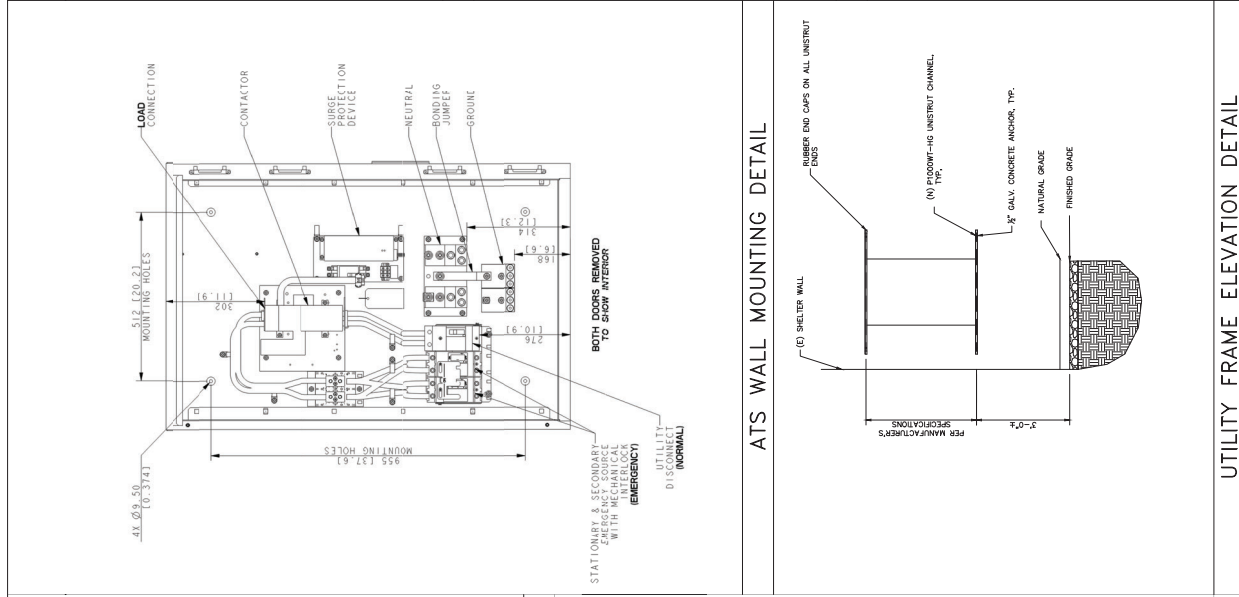
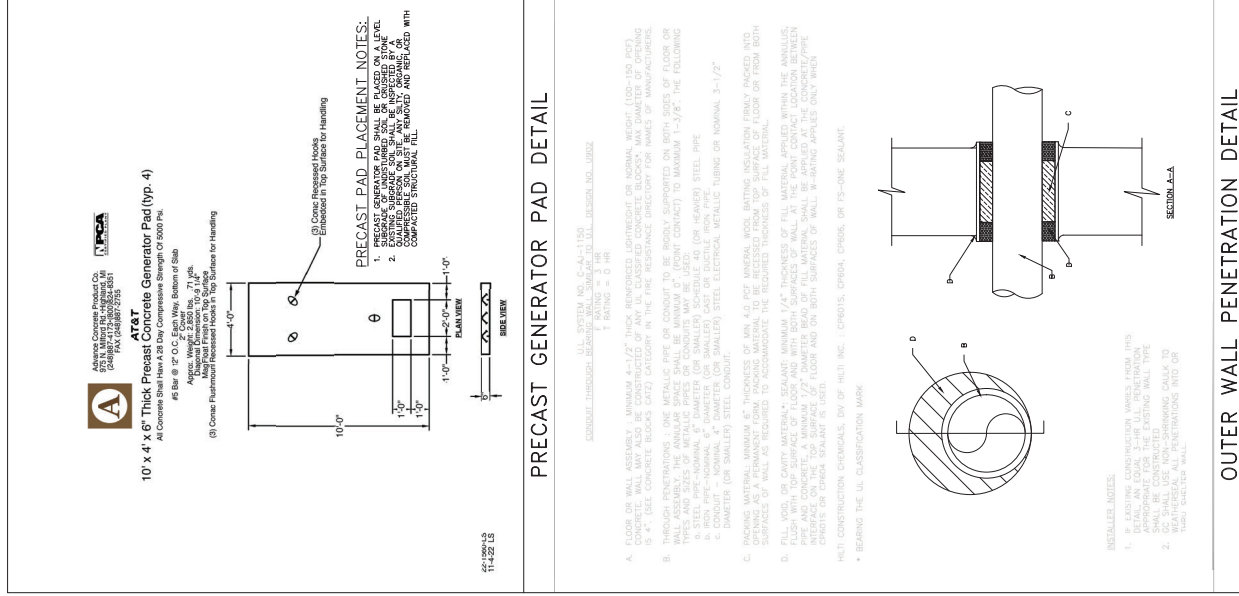
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March 24, 2024

**M15908**  
**OVERLAY URBANDALE**  
**294 KELLOGG ST**  
**BATTLE CREEK**  
**CALHOUN COUNTY, MI**  
**PA NUMBER**  
**10144247**

JOB: 1032-23-0092  
DRAW DATE: 03/24/24  
PLOT DATE: 3/24/24  
DRAWN BY: MES  
TITLE: SITE PLAN  
SHEET: 03 OF 07







## ONE LINE DIAGRAM

GENERATOR: FOUR 12-PAIR DIRECT BURIAL  
A. COLOR CODE  
1. GENERATOR RUN - ALUMINUM POST #14 (ORANGE & WHITE)  
2. GENERATOR STOP - ALUMINUM POST #15 (BLUE & WHITE)  
3. GENERATOR STOP - ALUMINUM POST #16 (ORANGE & GREEN & WHITE)  
4. FUEL LEAK - P32 ON 1/0 BOARD (BROWN & WHITE)  
AUTOMATIC TRANSFER SWITCH (IF APPLICABLE)  
A. CABLE COLOR CODE  
1. COMMERCIAL POWER LINE IF REQUIRED (BLUE WHITE)  
2. TRANSFER SWITCH POSITION (BROWN WHITE)  
CAM LOCK ALARM  
A. CABLE COLOR CODE  
1. PORTABLE GENERATOR RUNNING (ORANGE WHITE) (IF REQUIRED)





**AT&T**



**METRO ENGINEERING SOLUTIONS**

3000 WILSON AVENUE  
LIVONIA, MICHIGAN 48150  
PHONE: 734.483.1427 FAX: 734.483.3431  
www.metroes.net

ISSUED FOR:

DATE:

REV.

March 24, 2024



MOHAMMAD J. AL-HADI  
PROFESSIONAL ENGINEER  
No. 000137174

M15908

OVERLAY URBANDALE  
284 KELLOGG ST  
BATTLE CREEK  
CALHOUN COUNTY, MI  
FA NUMBER  
10144247

JOB: 1032-23-0092

DRAW DATE: 03/24/24

PLOT DATE: 3/24/24

DRAWN BY: MES

TITLE: GROUNDING DETAILS

SHEET: 07 OF 07

