

May 25, 2010

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Glasser. Invocation by Commissioner Clark Bates, followed by the Pledge of Allegiance led by Commissioner Doug Johnson.

Roll call:

Present: Clark Bates, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown.

Absent: Paul Beachnau.

Motion by Commissioner Robert Harkness, to approve the regular minutes of May 11, 2010 with attachments and the special meeting of May 14, 2010. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the FY 2009 General Fund/Drains Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the FY 2009 Equipment/Airport Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the FY 2009 Equipment/Sheriff Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the FY 2009 Equipment/Prosecutor Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Motion by Commissioner Erma Backenstose, to adopt Resolution OCR-10-22 Honoring John Ernst.

Roll Call Vote:

Ayes: Clark Bates, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown.

Nays: None.

Absent: Paul Beachnau.

Motion carried/Resolution adopted. (see attached)

Commissioner Paul Beachnau arrived at 9:35 a.m.

Morning recess at 9:36 a.m.

Back in session at 9:45 a.m.

Motion by Commissioner Clark Bates, to adopt Resolution OCR 10-23 honoring Pearl Sehl.
Roll Call Vote:

Ayes: Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown, Clark Bates.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Judge Michael K. Cooper reported on the child care fund.

Marilyn Kaczanowski reported on the Friendship Shelter.

Motion by Commissioner Paul Beachnau, to approve the Friendship Shelter agreement along with the associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Ken Talsma from Anderson, Tackman & Company presented the Board with the FY2009 audit.

Committee Reports:

Motion by Commissioner Paul Liss, to adopt the updated Airport Advisory Committee Bylaws with the addition the word "Committee" after "Gaylord Regional Airport" in the title and changing "Vice-Chairman" to "Vice-Chairperson" in section 3.2. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, to approve the Muzyl Oil & Gas Lease. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Robert Harkness, to approve the full-time Deputy Treasurer position and to remove the part-time position once the full-time position is filled. Additional funding to come from the Tax revolving Fund (516). Ayes: Unanimous. Motion carried.

Motion by Commissioner Robert Harkness, to approve the updated resignation procedure policy. Ayes: Unanimous. Motion carried.

Rachel Frisch reviewed the April financial reports with the Board.

New Business:

Motion by Commissioner Bruce Brown, to approve the May 18, 2010 Warrant in the amount of \$1,339,809.96 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to approve the May 25, 2010 Warrant in the amount of \$216,699.63 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to approve the New Cingular Donation agreement accepting the donation of the Dobson Switch Building at the Alpine Center. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Mike Hyde, to approve the New Cingular bill of sale for the purchase of two generators at the Dobson switch building at the Alpine Center. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to approve the Global Tower Site license agreement. Ayes: Unanimous. Motion carried. (see attached)

Public Comment:

Maureen Derenzy commented on the library audit.

Board Remarks:

Commissioner Erma Backenstose: Library construction.

Commissioner Bruce Brown: Little League fundraiser May 26th.

Commissioner Paul Liss: Community Mental Health.

Attended a workshop with Corwith Township and the Village regarding the fire department.

Commissioner Doug Johnson: MMRMA.

Commissioner Clark Bates: City Council meeting.

Chairman Ken Glasser: Road Commission meeting.

Meeting adjourned at 11:27 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyer, Otsego County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General Fund / Drains

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To transfer funds out of contingency for 2009 drain bill.

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-445-930.999 - Drain Services	\$ 4,090	\$
101-941-999.990 - Contingency	\$	\$ 4,090
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 4,090	\$ 4,090

Rachel Firsch
Department Head Signature

5/19/10
Date

Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To purchase a color laserjet printer/copier/fax for the airport

Account Number	Decrease	Increase
266-050-400.001 - Budgeted Use	\$	\$ 600
- - of Fund Bal.	\$	\$ 600
481-050 - 699-630 - Transfer In	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266-941 - 999-000 - Transfer Out	\$ 600	\$
481-901 - 970-435 - Property-machinery	\$ 600	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

5/19/10
Date

Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

* Cash



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To purchase a new ORV trailer

Account Number	Decrease	Increase
266-050-400.001 - Budgeted Use	\$	\$ 955
- - of Fund Bal.	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266-901-970.400 - Property Vehicles	\$ 955	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 955	\$ 955

Rachel Frisch
Department Head Signature

5/19/10
Date

Administrator's Signature

Date

Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To purchase a computer/screen for Prosecutor's scan station

Account Number	Decrease	Increase
266.050 - 400.001 - Budgeted Use	\$	\$ 1,200
- - of Fund Bal	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266.901 - 970.440 - Property -	\$ 1,200	\$
- - computer	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 1,200	\$ 1,200

Rachel Frisch
Department Head Signature

5/18/10
Date

Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

RESOLUTION NO. OCR 10-22
COMMENDATION IN HONOR OF JOHN ERNST

Otsego County Board of Commissioners
May 25, 2010

WHEREAS, John Ernst has served the Otsego County Planning Commission since March 14, 1994;
and

WHEREAS, John has served in the past as the Secretary of the Planning Commission; and

WHEREAS, John was instrumental in drafting and guiding the Master Plan of Otsego County; and

WHEREAS, John served on many of the sub-committees including work on the Wind Turbine
Generator Ordinance, Multi-Use Zoning districts, and Assisted Living facilities to only name a
few; and

WHEREAS, John has spent countless hours over the past 16 years working for the citizens of
Otsego County to ensure fair ordinances and proper future development while playing an
integral role in the Planning and Zoning of Otsego County; now, therefore be it

RESOLVED, that John Ernst shall be remembered by his fellow colleagues and the public for
the giving of his time and talents to make Otsego County a better place to live and work,
and be it further

RESOLVED, that the Otsego County Board of Commissioners honor and thank John for his
outstanding service to our community.

OCR 10-23
COMMENDATION IN HONOR OF PEARL SEHL
OTSEGO COUNTY BOARD OF COMMISSIONERS
2010

WHEREAS, Pearl Sehl was born in 1908 and grew up in Johannesburg and has been a lifelong resident of Otsego County; and

WHEREAS, she married Pete Sehl on November 3, 1924 in Otsego County with the Reverend Hughes officiating their marriage; and

WHEREAS, Pearl and Pete raised eight children with five generations of Sehl's still living today; and

WHEREAS, Pete and Pearl operated Sehl's Northern Shows and were the first carnival show at the 1965 Alpenfest; and

WHEREAS, Pearl is a very accomplished artisan when it comes to crocheting, she crochets lap robes for the Veterans; scarves and hats that are distributed during the Veterans Day celebration each November; over 100 mittens that are distributed through RSVP and DHS during the holidays; lap robes for walkers that are given to several agencies throughout the State of Michigan; Pearl continues to crochet as often as she can, while still living independently at the age of 102; and

WHEREAS, the Otsego County Board of Commissioners is honoring Pearl for her service to her community and the County and expresses their pride in her accomplishments; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners wishes to thank Pearl for her tireless commitment to the County and her continued good health and prosperity.

Homeless Shelter Services Agreement

This Agreement, entered into this day of May 25, 2010, between the County of Otsego, hereinafter called the "County" and The Friendship Shelter, Inc., hereinafter called the "Service Provider."

Witnesseth:

1. Term and Termination. The County agrees to contract with the Service Provider for the term beginning June 1, 2010 to and including December 31, 2010 to emergency shelter housing for Otsego County homeless families and individuals. This Agreement may be terminated by either party at any time without cause upon thirty (30) days' written notice to the other party.

It is mutually understood and agreed that this Agreement does not confer any right to the Service Provider to continue providing services to the County beyond the expiration date of this Agreement.

2. Performance. The Service Provider agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. Description of Services. The Service Provider shall provide emergency shelter housing to homeless residents of Otsego County, including but not limited to providing the living facilities and associated amenities, education training, and transportation.

4. Fee. The County agrees to pay the Service Provider the amount of \$30.00 per day per Otsego County resident served by Service Provider, up to a maximum total amount of \$1,000.00 during the duration of the Agreement. The Service Provider shall submit monthly invoices to the County. Invoices shall include information on the number of Otsego County residents served, along with total bed days used by Otsego County residents during the billing period, along with information on the total beds/days services were provided to Otsego County residents.

5. Relationship of Parties. Service Provider agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Service Provider acquires none of the rights, privileges, powers, or advantages of County employees.

6. Hold Harmless. Service Provider shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement. Such indemnification shall survive the termination of this agreement.

7. Insurance. Service Provider must maintain during the term of this Agreement the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, and Michigan No-Fault Coverages including all owned, non-owned and hired vehicles.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE To transfer monies for the service agreement w/ the Friendship

Account Number	Decrease	Increase	Shelter
- -	\$	\$	
- -	\$	\$	
- -	\$	\$	
- -	\$	\$	
Total	\$	\$	

EXPENDITURE

Account Number	Increase	Decrease
101-941 - 999.990 - Contingency	\$	\$ 1,000
101-661 - 940.000 - Outside Contracts	\$ 1,000	\$
- - SVCS	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 1,000	\$ 1,000

Department Head Signature _____ Date 5/19/10

Administrator's Signature _____ Date _____

Entered:
By:

Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____

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GAYLORD REGIONAL AIRPORT ADVISORY BYLAWS

Adopted:

(COMPLIANCE WITH THIS PUBLICATION IS MANDATORY)

ACCESSIBILITY: Publications and forms are available on the Otsego County computer data base under Airport for downloading or printing.

RELEASABILITY: There are no releasing restrictions on this publication.

PURPOSE OF ADVISORY: The Gaylord Regional Airport Advisory Committee (Advisory Committee or AAC) shall provide input from representatives of key community elements that are impacted by the use and development of the Gaylord Regional Airport. The Advisory Committee shall also provide advice and recommendations to the Airport Manager, the County Administrator, and through the Commissioner Ex-Officio to the Otsego County Transportation and Airport Committee regarding the operation, planning and use of the Gaylord Airport.

PURPOSE OF INSTRUCTION: This instruction establishes procedures for the Advisory Committee to conduct business as an advisory body to the Gaylord Regional Airport, the Airport Manager and the Transportation and Airport Committee. These rules are intended to assist in the free but respectful flow of communication between all members.

SUMMARY OF CHANGES: These Bylaws corrects administrative errors, clarifies existing procedures, and implements guidance and limitations to both the operation of the Airport Advisory Committee and responsibilities of those appointed to it.

POSTING CHANGES: As situations and policies change so will this instruction to reflect those changes. The change must come from the Transportation and Airport Committee and be in writing. Any situation not covered by this document must be addressed to the airport leadership for guidance or clarification. This publication is not intended to answer every question that may arise while serving as a member of the Advisory Committee but is designed to provide a base line of instruction for a variety of issues.

Supersedes all other Bylaws or Instructions on same subject
OPR: Matt Barresi

Pages: 5 Complete



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1. Membership

- 1.1 Nominees for appointment to the Advisory Committee shall be submitted to the Transportation and Airport Committee and appointed by the Otsego County Board of Commissioners.
- 1.2 There shall be 9 members comprising the Advisory Committee. There is no limit to the number of terms an individual can serve on the committee.
- 1.3 Those members appointed to the Committee shall be randomly divided into staggered terms so that during any one year, only 3 member's terms shall expire.
- 1.4 Appointment to the Advisory Committee is a privilege and not everyone applying is selected. Those that are selected will comply with the following rules of conduct:
 - Attend scheduled meetings to the best of your ability in keeping with attendance rules.
 - Be prepared to work on issues and volunteer for airport projects if needed.
 - Place the interests of the airport above your individual interest such as your fuel cost or hangar lease or any issue that affects you directly but not the airport in its development.
 - Remove yourself from voting on any issue that could be considered a conflict of your personal or business interest.
 - Be respectful to all people attending and participating in committee meetings.
 - Be receptive to a variety of independent and individual thinking from all members.
 - Be respectful of the decisions of the Transportation Committee.
 - Officers appointed to positions on the Advisory Committee will carry out their assigned duties or be removed by the Chairperson for dereliction.
 - Members are an advisor to the Airport Manager, the County Administrator and the Transportation and Airport Committee but do not represent or speak for the airport to the news media, groups or clubs, agencies, or organizations unless authorized by the Trans/Air Committee, the County Administrator, or the Airport Manager.
- 1.5 Members of the Advisory Committee shall be comprised of members from different parts of the community.

2. Attendance

- 2.1 Members including the Airport Manager are expected to attend all regular meetings, in accordance with 2.4.
- 2.2 The Advisory Committee will decide at the January meeting if they will meet monthly, bi-monthly or quarterly for the new year.
- 2.3 The Advisory Committee may choose not to meet on a particular month.
- 2.4 A member may be recommended for removal from the Committee for malfeasance, misfeasance or nonfeasance by a majority vote of the Committee membership.
- 2.5 The Airport Manager will provide the Transportation and Airport Committee an Advisory Committee attendance list at the end of each year or upon request.

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3. Officers

- 3.1 The Advisory Committee shall annually elect from its members a Chairperson, Vice-Chairman, and Secretary.
- 3.2 The Committee Chair's responsibilities include but are not limited to the following:
 - Conduct meetings.
 - Maintain order and setting the standard.
 - Serve as the spokesperson for the committee.
 - Helping to establish yearly goals for the committee.
 - Encouraging all members of the committee to participate.
- 3.3 It shall be the duty of the Vice-Chairperson to conduct meetings in the absence of the Chairperson.
- 3.4 It shall be the duty of the Secretary to send out meeting notices in addition to associated meeting material. The Secretary will also maintain all records of the Advisory Committee.
- 3.5 The Chairperson of the Transportation and Airport Committee shall be ex-officio member of the Advisory Committee and shall have no voting rights in the Advisory Committee but will act as a liaison to the Trans/Air Committee.
- 3.6 The Airport Manager shall have no voting rights in the Advisory Committee. The Manager will act as a liaison to the Transportation Committee when the Chairperson ex-officio is not present.
- 3.7 It shall be the duty of the Airport Manager to send out meeting notices in addition to associated meeting material. The Manager will also maintain all records of the Advisory Committee.

4. Powers and Limitations

- 4.1 The Advisory Committee shall not enter into contracts, hire, fire or task airport staff, negotiate the sale or purchase of real estate, or make financial commitments.
- 4.2 The Advisory Committee may establish subcommittees composed of members and non-members.
- 4.3 The Advisory Committee may utilize the services of local and regional organizations in carrying out its activities in keeping with para. 1.4.
- 4.4 The Advisory Committee may utilize the services of professional consultants with approval of the Transportation and Airport Committee.

5. Activities

- 5.1 In carrying out its purpose the Advisory Committee shall undertake such activities that will aid and support the Airport Manager and the long term development of the airport and include, but not limited to:
- 5.2 Preparing and recommending a long-range business plan and financing plan for the

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Gaylord Airport.

- 5.3 Reviewing and recommending actions concerning leases, fees and annual budgets for the airport.
- 5.4 Developing and recommending annual goals and objectives for the operation and development of the airport.
- 5.5 Reviewing and recommending actions concerning the airport rules.
- 5.6 Presenting an annual report concerning the status of the airport.
- 5.7 Promoting awareness, utilization and development of the airport pursuant to and consistent with the Otsego County goals and objectives.

6. Notice of Meetings

- 6.1 Notice of any regular or special meeting of the Advisory Committee and/or a subcommittee shall be given to members at least 5 days prior in writing or by e-mail and shall be posted in accordance with the Open Meeting Act.
- 6.2 Meetings will be held in a public location as defined in the Open Meetings Act.
- 6.3 The business to be transacted and the purpose of any regular or special meetings of the Committee and/or Subcommittee shall be specified in the notice.

7. Quorum

- 7.1 At all meetings of the members a quorum of the voting members must be represented.
- 7.2 A number of members who shall equal not less than half of the members entitled to vote at such meetings shall constitute a quorum.

8. Voting

- 8.1 Each member as defined by the Bylaws shall be entitled to one vote on all issues (excluding a conflict of interest) which may come before the Advisory Committee or any subcommittee on which they serve.
- 8.2 Members may vote in person or may vote by proxy on any specific item executed in writing by the member and delivered to the Chairperson of the Committee or subcommittee before any regular or special meeting. All questions shall be determined by a majority vote, which shall be deemed to mean a majority of a quorum.

9. Conflict of Interest

- 9.1 A conflict of interest for these bylaws shall be defined as having a financial or other private interest, direct or indirect, personally or through a member of his or her family, in the matter upon which the Committee Member is required act upon. When a conflict of interest exists, the Committee member shall make such conflict known to the Committee, which shall then be reflected in the meeting minutes. The Committee member may participate in discussions on such matters, but shall not vote.

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10. Conflict Resolution

10.1 Any conflict concerning airport operations involving Airport Advisory Committee members and the County should first be discussed with the Airport Manager; second with the County Administrator; third the Transportation and Airport Committee; and finally with the full County Board should resolution not be found at earlier stages.

11. Amendment

11.1 These Bylaws may at any time be amended or replaced in whole or in part by a vote of a majority of the County Commissioners.

**OIL AND GAS LEASE
(PAID UP)**

LEASE NO. _____

THIS AGREEMENT is made as of the 11th day of May, 2010, by COUNTY OF OTSEGO, a Municipal Corporation of 225 West Main St., Gaylord, MI 49735, hereinafter called Lessor (whether one or more), and MUZYL OIL CORPORATION of 922 North Center Avenue, P.O. Box 673, Gaylord, MI 49734, hereinafter called Lessee.

1. Lessor, for and in consideration of \$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Otsego, State of Michigan and is described as follows:

T30N-R3W Bagley Township:

Section 8: East ½ of the Northwest ¼, West ½ of the Northeast ¼, South ½ of the Southwest ¼, East ½ of the Southeast ¼ and the South 5 rods of the Southeast ¼ of the Northeast ¼

Section 16: That part of the West 1/2 of said section lying West of Michigan Central Railroad, now New York Central Railroad, right-of-way and East of U.S. Highway I-75.

EXCEPTING THEREFROM, a parcel of land in the Southwest 1/4 of said section, described as follows: To find the place of beginning of this description: Commence at the West 1/4 post of said section, run thence South 81 deg 43'50" East along the East and West 1/4 line of said section 893.64 ft to the place of beginning of this description, th continuing South 81 deg 43'50" East along said East and West 1/4 line of said section 726.62 ft to the Westerly line of the New York Central Railroad right of way, th South 03 deg 09'10" West along said Westerly line of said Railroad right of way 286.14 ft, th North 81 deg 43'50" West 583.16 ft, th South 62 deg 27'20" West 278.58' to the Easterly line of Highway I-75, th Northerly on a curve to the right along said Highway right of way, said curve having a radius of 3190.53 ft, a chord bearing of North 19 deg 38'15" West, a chord distance of 333.16 ft, th North 62 deg 27'20" East 262.49 ft to the place of beginning.

It is understood and agreed that prior approval of drilling sites, structure locations, or other development on the Otsego County Airport will be requested from Otsego County and the Federal Aviation Administration.

Containing 321 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other gases.

2. It is agreed that this lease shall remain in force for a primary term of five (5) years, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-sixth of the oil produced and saved from said land, Lessor's interest to bear one-sixth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-sixth of the net amount realized by Lessee, computed at the wellhead; (b) to pay Lessor on gas produced from said land (1) when sold by Lessee, one-sixth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee for purposes other than those specified in Paragraph numbered 7 of this lease, one-sixth of the net market value at the wellhead of the gas so used. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this lease, the term "post-production costs" shall mean all cost and expense of (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water carbon dioxide hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee for purposes other than those specified in

Paragraph 7 of this lease, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including and without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Under no circumstances shall Lessor's liability for post-production costs ever exceed Lessor's revenue from the sale of gas calculated on a monthly basis.

4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, is at any time shut in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said land or on land pooled or unitized therewith, but Lessee does not covenant or agree to re-inject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay Lessor by check directly to above said address, as royalty, to Lessor, or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however that if production from a well or wells located on said land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 60 days expiration of the annual period shall be deemed sufficient payment as herein provided.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90 day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 17 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. Lessee is hereby granted the rights to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the top of the Glenwood Member of the Black River Group and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. In addition to the rights to pool or unitize granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish a unit or units of any size and shape for the drilling and operation of multiple wells. The unit shall consist of any number of contiguous tracts or parcels of land. The exercise of this right shall be effective only if the required well density (at least one well drilled into the pooled or unitized shallow formation for each 240 acres of the unit) is attained no later than two (2) years after recording of the written declaration of the unit. As used herein, the term "shallow formations" shall mean formations between the surface of the earth and the top of the Traverse Limestone Formation. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands, provided that the required well density (one well drilled every 240 acres) is maintained, or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.

10. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.

11. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

12. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

13. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. Lessor hereby agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

15. Lessee may at any time surrender this lease as to all or any part of said land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

16. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of five (5) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise this option by paying or tendering to Lessor an extension payment of \$250.00 per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

18. This is a limited horizon lease and covers only those horizons below base of the Antrim Formation.

19. Other provisions of this lease notwithstanding no processing facilities or disposal well shall be located on the leased

premises without the express written consent of Lessor. Furthermore no wells, roads or pipelines shall be located on said land until the location thereof is approved in advance by Lessor in writing. Lessor acknowledges that Lessee has the right to drill wells on said land, and Lessor shall not attempt to prohibit wells, roads or pipelines by making unreasonable requests of Lessee.

20. The LESSEE, its lessees or assigns, prior to entering upon lands of the LESSOR for the purpose of constructing, maintaining, or repairing the equipment owned by the LESSEE, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. The LESSEE shall have the right from time to time to clear the easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the LESSEE of the rights, privileges and easement herein granted.

21. The LESSEE shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the LESSOR without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the LESSEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the LESSEE, its lessees or assigns, will be coordinated with the airport management.

22. The LESSEE shall not construct nor permit to stand above ground level on said lease any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

23. The LESSEE shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said lease area.

24. At such time in the future as deemed necessary by the LESSOR, the LESSOR may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said lease area provided notice is given to the GRANTEE at least 30 days prior to the start of construction. Should such development become necessary, the LESSEE agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.

25. This lease shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the lease area conveyed hereby for the Oil & Gas Lease.

26. The LESSEE agrees to maintain and protect at its own expense its appurtenances and equipment within the lease area. Should a change in airport operations or standards require the upgrade or additional protection of the appurtenances and equipment, the cost shall be paid by the LESSEE.

27. The LESSEE agrees to pay for any increased cost of maintaining and operating the appurtenances and equipment resulting from the relocation of such appurtenances and equipment and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the LESSOR and LESSEE.

28. The LESSEE agrees to save and keep LESSOR and the State of Michigan harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save GRANTOR and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about the lease area as described, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of this lease. LESSOR reserves the right of full use of said premises subject to rights granted.

29. Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134, Section (5)(h)(l), as amended. MCLA 207.505 (h)(i).

30. Exempt from Michigan Real Estate Transfer Tax under 1993 Public Act 330, Section (6)(h)(i), as amended. MCLA 207.526 (h)(i).

31. At no time shall the County plan or approve of improvements at the Airport that would cause the LESSEE to move or remove any of its oil or gas wells within the lease area.

Executed as of the day and year first above written.

LESSOR:

LESSEE:

STATE OF MICHIGAN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by

Notary Public

My Commission Expires: _____
State of Michigan, County of _____
Acting in the county of _____

RESIGNATION PROCEDURES

The Board authorizes department managers to accept employee resignations on behalf of the Board of Commissioners.

Employees who desire to resign will be asked to submit a letter of resignation stating the effective date and the reason for leaving at least 2 weeks prior to the effective date. The employee's last day of employment will be the last day they are actively at work. An employee may not extend their termination date by utilizing paid time such as vacation, personal or compensatory time. Employees are responsible for returning any County property that may be in their possession prior to receiving a final paycheck.

DONATION AGREEMENT

This Donation Agreement (this "Agreement"), effective on the date when signed by the last Party ("Effective Date"), is between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, as successor in interest to Dobson Cellular Systems, Inc., an Oklahoma corporation, by its Manager, **AT&T Mobility Corporation ("AT&T")** as the Donor, and **COUNTY OF OTSEGO**, a Michigan municipal corporation ("Otsego") as the Donee, each of which may be referred to in the singular as "Party" or in the plural as "Parties."

WHEREAS, Otsego is a political subdivision of the State of Michigan;

WHEREAS, AT&T is the owner of an approximately 101' x 40' block building, formerly known as the Dobson Switch Building (the "Switch Building"), along with its contents identified in the attached Schedule A, Donated Assets (the Switch Building and contents collectively referred to herein as the "Donated Assets");

WHEREAS, the Parties intend that AT&T shall transfer the Donated Assets to Otsego; that such transfer shall be deductible by AT&T as a charitable contribution for income tax purposes; and that Otsego shall accept the Donated Assets;

WHEREAS, Otsego and AT&T will cooperate to complete a timely appraisal of the fair market value of the Donated Assets;

WHEREAS, Otsego executed the "Donee Acknowledgement" section of Form 8283, Noncash Charitable Contribution, relating to the Donated Assets; and,

WHEREAS, Otsego intends to use the Donated Assets exclusively for public purposes and does not intend to transfer the Donated Assets to any other party.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. By this Agreement, AT&T shall transfer and convey to Otsego, on the Effective Date, the Donated Assets.
2. Otsego will reasonably cooperate with AT&T to document AT&T's charitable contribution of the Donated Assets as may required for federal and state income and property tax purposes.
3. **THE DONATED ASSETS SHALL BE TRANSFERRED TO OTSEGO "AS IS - WHERE IS" ON THE EFFECTIVE DATE WITH ALL FAULTS, LATENT AND PATENT, AND AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DONATED ASSETS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE OR FOR THEIR INTENDED USE. AT&T SHALL HAVE ABSOLUTELY NO OBLIGATION TO MAINTAIN, REPAIR OR REPLACE ANY ONE OR MORE OF THE DONATED ASSETS. FURTHER, ANY AND ALL OBLIGATIONS THAT AT&T MAY HAVE HAD UNDER A LEASE AGREEMENT WITH GLOBAL TOWER PARTNERS FOR THE DONATED ASSETS ARE HEREBY ASSIGNED TO OTSEGO AND SO ACCEPTED BY OTSEGO. OTSEGO BY ACCEPTING THE DONATED ASSETS AGREES TO INDEMNIFY AND HOLD HARMLESS AT&T FROM ALL CLAIMS OF LIABILITY RELATED TO OTSEGO'S USE OR OCCUPANCY OF THE DONATED ASSETS FROM AND AFTER THE DATE HEREOF AND WAIVES ANY CLAIMS THAT MAY HAVE AGAINST AT&T WITH RESPECT TO ALL DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY.

4. Title and risk of loss to the Donated Assets shall pass to Otsego on the Effective Date.
5. In the event that Otsego transfers the Donated Assets to any other party including any successor or assignee within three years of the Effective Date, Otsego shall timely file Form 8282, Donee Information Return, or then similar filing, with the Internal Revenue Service, and shall immediately provide a copy of such executed Form 8282 to AT&T.
6. In no event shall AT&T be liable for incidental, consequential, special, or indirect damages whether arising out of breach of warranty, breach of contract, negligence, and strict tort liability or otherwise in connection with this Agreement.
7. Otsego shall not bring any action against AT&T based on any claim by any person for damages arising from Otsego's possession or use of the Donated Assets.
8. Otsego shall indemnify and hold AT&T harmless against any loss, claim or damage which results in any way from Otsego's possession or use of the Donated Assets.
9. Each Party giving or making any notice or other communication (each, a "Notice") pursuant to this Agreement must give Notice in writing and use one of the following methods, each of which for purposes of this Agreement is a writing: in person; first class mail with postage prepaid; Express Mail, Registered Mail, or Certified Mail (in each case, return receipt requested and postage prepaid); internationally recognized overnight courier (with all fees prepaid); or facsimile. Each Party giving Notice shall address the Notice to the appropriate person at the receiving Party at the address listed below:

To Donor: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Gaylord Switch (NMI)
Fixed Asset No: 10126409 - Closed
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to AT&T Legal at:
New Cingular Wireless PCS, LLC
Attn.: Legal Department, Network Counsel
Re: Cell Site Name: Gaylord Switch (NMI)
Fixed Asset No: 10126409 - Closed
15 E. Midland Avenue
Paramus, NJ 07652

To Donee: Otsego County
City / County Building
225 West Main Street
Gaylord, MI 49735
Attn: County Administrator
Business Number: 989-731-7520
Fax Number: 989-731-7529

10. This Agreement shall be governed by the laws of the State of Michigan (excluding any laws that direct the application of another jurisdiction's law).

[SIGNATURES APPEAR ON THE NEXT PAGE]

AS WITNESSED, the Parties have caused this Agreement to be executed, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

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

By: _____
Loren G. Dickson,
Manager Real Estate & Construction
/ Michigan

Date: _____

Otsego County,
a Michigan municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

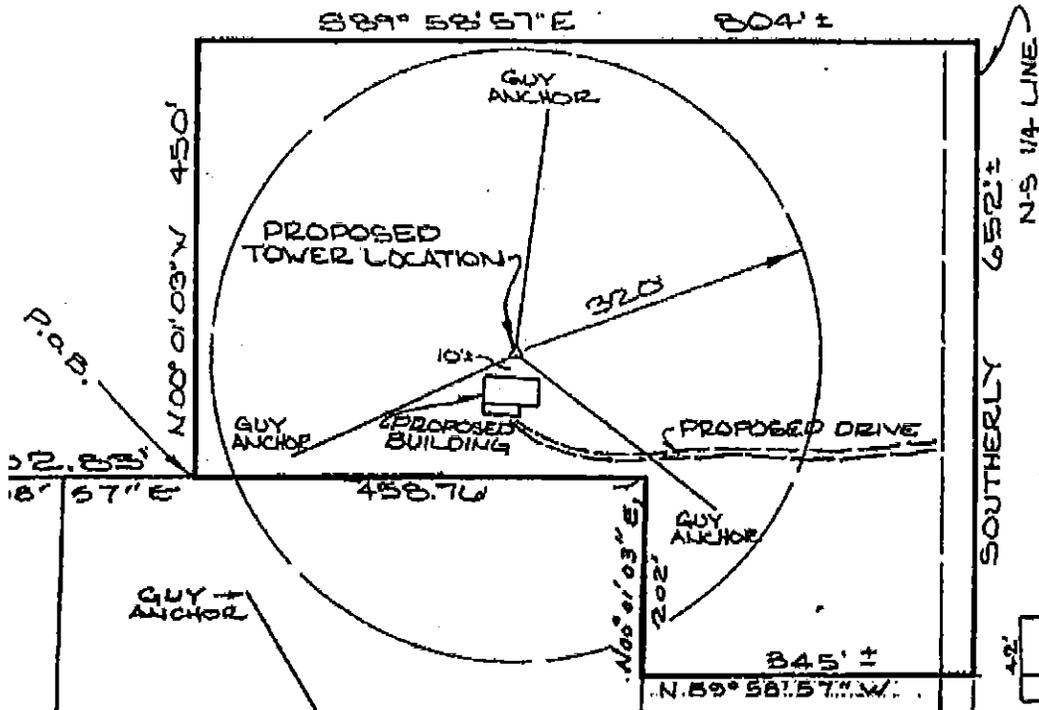
Schedule A

Donated Assets

AT&T Switch Building and Contents. All of AT&T's right, title, and interest in and to the permanent improvements on the Premises (as described below), all of AT&T's right, title and interest in and AT&T's personal property located on the Premises and as listed on the Equipment/Furnishings Inventory included with this Schedule.

"Premises" as used herein shall mean the Switch Building and its contents, being approximately 101' x 40' on a portion of land legally described as follows:

A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1705.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 804' TO THE N-S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N-S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 458.76' TO THE POINT OF BEGINNING.



Gaylord Switch Building Equipment/Furnishings Inventory

Hallway

Small refrigerator
Microwave
Cabinets, sink, etc.

Supply Closet

Cleaning supplies including mop and bucket
Vacuum cleaner
Light bulbs
Shovel

Reception Office

Desk (along with overhead and underneath cabinets)
Chairs
Copier

First Room on the Right

Table
Chairs

Second Room on the Right

Shelving units including revolving binder storage
Cabinet
White board
Desk (along with overhead and underneath cabinets)
Chairs

Third Room on the Right

Desk Chairs
White boards
Shelving units

Fourth Room on the Right

Shelving and storage units

Large Room along Hallway

Wooden table
Shelving unit
Ladder

Miscellaneous

Heating and cooling systems
Fire extinguishers

BILL OF SALE

WHEREAS, NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as successor in interest to Dobson Cellular Systems, Inc., an Oklahoma corporation ("AT&T"), conveys to the COUNTY OF OTSEGO, a Michigan municipal corporation ("Otsego"), for and in consideration of the sum of Seven Thousand Dollars (\$7,000.00), and other good and valuable consideration as described in this Bill of Sale, the receipt and sufficiency of which are acknowledged, those certain assets of AT&T more particularly described in Schedule A attached and incorporated herein (the "Transferred Assets").

NOW, THEREFORE, AT&T hereby conveys, grants, transfers, sells, and assigns the Transferred Assets to Otsego, its successors and assigns, to have and to hold forever.

AS CONSIDERATION, the entire dollar value (\$7,000.00) placed on this Bill of Sale is attributed solely to the purchase of the Transferred Assets and is exclusive of all taxes relating to the transfer of ownership of the Transferred Assets. Otsego shall pay any and all sales and use tax that may be imposed in connection with the conveyance of the Transferred Assets by AT&T to Otsego.

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, REGARDING THE TRANSFERRED ASSETS. AT&T SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF SUCH TRANSFERRED ASSETS FOR A PARTICULAR PURPOSE OR FOR THEIR INTENDED USE. AT&T CONVEYS THE TRANSFERRED ASSETS AS-IS WHERE-IS, WITH ALL FAULTS. AT&T SHALL HAVE ABSOLUTELY NO OBLIGATION TO MAINTAIN, REPAIR OR REPLACE ANY ONE OR MORE OF THE TRANSFERRED ASSETS.

THIS BILL OF SALE may be signed in counterparts, and shall be effective if so executed in counterparts.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

ACCEPTED and EXECUTED as of this ____ day of _____, 2010.

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

By: _____
Loren G. Dickson,
Manager Real Estate & Construction
/ Michigan

Date: _____

Otsego County,
a Michigan municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Schedule A

Transferred Assets

(1) Generator. One Generac Model 20A02236-S 135 kW Generator; SN _____; and

(2) Generator. One Generac Model 96A02406-S 100 kW Generator; SN _____.

All located on a portion of land legally described as follows:

A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1705.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 804' TO THE N-S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N-S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 458.76' TO THE POINT OF BEGINNING.



TOWER SITE LICENSE AGREEMENT

THIS TOWER SITE LICENSE AGREEMENT (the "Agreement"), is made this ___ day of _____, 2010 ("Effective Date") by and between GTP TOWERS II, LLC, a Delaware limited liability company ("Licensor"), and Otsego County ("Licensee").

1. License of Premises.

Licensor hereby licenses to Licensee space on the site located at 1322 Hayes Road, City of Gaylord, County of Otsego, State of MI 49735 (the "Site") for location of Communications Equipment. Specifically, Licensor licenses ground space to Licensee on which a 40' x 100' telecommunications building (the "Equipment Space") sits as further described below and on Exhibit A attached hereto. Said building was formerly owned by AT&T and title to same has been transferred to Licensee. The Equipment/Building Space and Tower Space, as hereinafter defined, together are defined as the "Premises".

a. Licensee shall allow Licensor's existing Tenant, American Messaging Services and potential future Lessor Tenants (upon request and approval) space in the building at no cost. Specifically, Licensee shall allow space to Licensor's existing and potential future Tenants, limited to the area marked as "Global Tower Lease Area" on Exhibit A attached hereto.

2. Use.

a. Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement and subject to any Agreement ("Prime Agreement") by and between Licensor and Licensor's landlord ("Prime Landlord"), pursuant to which the Licensor is leasing or licensing the Land hereby grants to Licensee a non-exclusive license to use the Premises ("Licensee's Permitted Use") for (i) up to sixty feet (60') of space on the tower at a location of the County's choosing not to exceed a maximum of sixty feet (60') below the top of the tower allowing up to five (5) runs of coax to be mounted in the space with cable tray access to each bay (the "Equipment Space") and the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and facilities and improvements related thereto (collectively, the "Communications Equipment") as further described in Exhibit B attached hereto. The License granted to Licensee as set forth in this Paragraph 2 is being made pursuant to Paragraph 3 of the Prime Agreement.

3. Term.

a. The initial term ("Initial Term") of this Agreement shall be ten (10) year(s), commencing on the Effective Date of this Agreement ("Commencement Date"). The Initial Term of this Agreement shall expire at Midnight on the day before the tenth (10th) anniversary of the Commencement Date unless otherwise terminated as provided in this Agreement or the Prime Agreement. Licensee shall have the right to extend the Term for three (3) successive ten (10) year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such successive Renewal Terms unless Licensee notifies Licensor of its intention not to renew this Agreement at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, "Term" shall mean the Initial Term plus any applicable Renewal Term(s).

b. If Licensee shall remain in possession of the Premises at the expiration of the Term of this Agreement without a written agreement, such use shall be deemed a month-to-month use under the same terms and conditions of this Agreement except that the monthly License Fees shall be in the amount of one hundred fifty percent (150%) of the greater of (i) the monthly License Fees in effect at the expiration of this Agreement, or (ii) the fair market License fee for the Premises if used in a similar manner and Licensee shall be responsible to Licensor for damages incurred as a result of the holdover by Licensee. Nothing contained herein shall grant Licensee the right to holdover after the Term of this Agreement has expired.

4. License Fees.

In accordance with the Land Site Lease dated October 3, 1991 there shall be no License Fees in connection with this equipment installation.



5. Installation and Maintenance.

a. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair incident to Licensee's use during the Term of this Agreement. Licensee agrees to maintain the Communications Equipment in proper operating condition and within industry accepted safety standards. All operations in connection with this Agreement by Licensee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards, if any, developed for the Site by Licensor as amended from time to time. Licensor assumes no responsibility for the licensing, operation and/or maintenance of the Communications Equipment. Licensee shall comply with all of the terms of its FCC license.

b. Prior to the initial installation of, or any material modification to, the Premises, Licensee shall submit its construction and installation plans and list of contractors and subcontractors to Licensor in writing and Licensor shall approve such plans and lists, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall not alter any plans approved by Licensor without following the procedures set forth above. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee.

c. The Communications Equipment shall be identified with permanently marked, weather proof tags at the following locations: (i) each antenna bracket; (ii) at the transmission line entry point; (iii) at the interior wall feed through or any other transmission line exit point; and (iv) at any transmitter combiner, duplexer, or multi-fed receive port located in Licensor's equipment building. In addition, all Licensee telephone blocks, demarcs, and cables shall be clearly identified with the Licensee's name, type of line, and circuit number.

d. Licensee shall at all times use its best efforts to obtain and maintain any licenses, permits, and approvals necessary for the installation or operation of the Communications Equipment at its sole cost and expense. Licensor agrees to cooperate with Licensee, at Licensee's expense, in obtaining any required permits or zoning approvals.

e. Intentionally omitted.

f. Upon ninety (90) days written notice to Licensee, Licensor reserves the right to require Licensee to relocate one or more of its antennas, and Licensee agrees to relocate said antenna(s) at Licensee's expense, provided that said relocation does not substantially change or interfere with the operation of the Communications Equipment associated with the relocated antenna(s) or otherwise result in interference with Licensee's business operations, and such relocation occurrence takes place only once during any one Term of this Agreement.

6. Access.

Licensee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises subject to the security requirements and rules and regulations of the Site.

7. Interference.

Licensee shall not use the Premises in any way that interferes with the operation, maintenance and repair of equipment and systems as installed and operating at the Site as of the Commencement Date. The operation of the Licensee's Communications Equipment shall not interfere with the maintenance or operation of the Site, including but not limited to the operation of any radio or telecommunication equipment installed at the Site prior to the Commencement Date of this Agreement ("Existing Licensee(s)"). Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference. Licensee agrees to cease all operations (except for intermittent testing) until the interference has been corrected to the sole satisfaction of the Licensor. If such interference has not been corrected within thirty (30) days, Licensor may require Licensee to remove the specific items from the Communications Equipment causing such interference or terminate this Agreement.

b. Licensor reserves the right to sublease and/or license other portions of the Site and/or the tower to other parties for telecommunications transmitting or receiving sites ("New Licensees") within Global Tower Lease Area and/or outside of the Licensee's Equipment Space during the Term of this Agreement. Licensor agrees that any New Licensees who may install equipment subsequent to the Commencement Date in and/or on the Site will be permitted to install only such equipment or facilities that are of the type and frequency which will not cause material interference to the Communications Equipment. In the event such New Licensee's equipment causes such interference (provided Licensee is operating in accordance with its FCC license), Licensor will cause that interfering New



Licensee to take all steps necessary to correct and eliminate the Interference within forty eight hours (48) of receiving notice from Licensee or such interfering New Licensee will be required to remove the specific items causing such Interference.

8. Assignment.

Licensee may not assign this Agreement without the prior written consent of Licensor, which may not be unreasonably withheld. Licensee shall have no right to sublicense or sublet all or any part of the Premises.

9. Taxes and Assessments.

Licensee shall pay any taxes, assessments, charges, fees, or licenses directly attributable to its use of the Premises, including any increase in real property taxes and any use and occupancy taxes.

10. Insurance, Release and Hold Harmless.

a. Licensee, at its own cost and expense, shall carry the following insurance during the term of this Agreement: (i) "All Risk" property insurance which insures the insuring party's property for its full replacement cost; and (ii) Comprehensive General Liability Insurance with a Commercial General Liability endorsement having a minimum limit of liability of \$2,000,000 aggregate, with a combined limit of \$1,000,000 for bodily injury and/or property damage for any one occurrence, and (iii) Excess or Umbrella coverage of \$3,000,000. Licensee shall also carry, at its expense, Commercial Automobile and Workers' Compensation at statutory limits. Such insurance shall name Global Tower, LLC, its parents, affiliates, subsidiaries, successors and/or assigns, ATIMA as additional insured. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed to reduce limits or to terminate waiver of subrogation without a minimum of thirty (30) days prior written notification to Licensor.

Licensee agrees to indemnify, defend and hold Licensor harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Licensor occurring during the Term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from any work or act done in, on or about the Premises or any part thereof; any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; any accident, injury or damage to any person or property occurring in or on the Premises or any part thereof, unless caused by the negligence or willful misconduct of Licensor or Licensor, their employees or agents.

b. Licensor agrees to indemnify, defend and hold Licensee 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 from any willful act or omission or the negligence of Licensor or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

c. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the Term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Site, to the extent that such loss or damage is recovered under the respective party's insurance policy or policies. Notwithstanding anything in this Agreement to the contrary, each of Licensee and Licensor hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

d. This Section shall survive the expiration or earlier termination of this Agreement.

11. Removal of the Communications Equipment Upon Termination.

Following any termination or expiration of this Agreement, Licensee shall, at its sole cost and expense, immediately remove all of the Communications Equipment and other equipment installed by Licensee on the Premises. In performing such removal, Licensee shall, at its sole cost and expense, restore the Premises to as good a condition as they were prior to the installation or placement of the Communications Equipment, reasonable wear and tear and damage by the elements excepted.

12. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other



hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Site (including, without limitation, the Demised Premises). This paragraph shall survive the termination of this Agreement.

13. Event of Default.

It shall be an "Event of Default" if any one or more of the following events shall occur:

a. Licensee shall default in the payment when due of any sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licensor; or

Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be performed or observed by Licensee other than that specified in (a) above and the Interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof.

b. Upon the occurrence of an Event of Default, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

- (i) upon the expiration of the notice period under Section 13 a or b, Licensor may declare to be immediately due and payable, without regard to any early termination of such Term on account of an Event of Default or other right to terminate this Agreement, a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the Term of this Agreement (taken without regard to any early termination of the Term), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such Term which shall be capable of precise determination at the time of the Event of Default, less any amounts received or that with reasonable effort could be received by Licensor's reasonable efforts to mitigate damages; or
- (ii) whether or not Licensor has elected to recover sum set forth in (i) above, terminate this Agreement on the five (5) days' notice under Section 13 a or b to Licensee and, on the date specified in such notice, this Agreement and the Term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required and Licensee shall remain liable to Licensor as herein provided.

14. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this Agreement may be terminated by Licensee in the following circumstances:

a. upon thirty (30) days prior written notice and without penalty or further liability, if it is unable to obtain, maintain or reinstate within thirty (30) days any easement, license, permit or governmental approvals necessary for the construction or operation of the Communications Equipment in accordance with Licensee's Permitted Use (Licensee shall at all times use its diligent efforts in good faith to obtain and maintain any Governmental Approvals if it desires to terminate pursuant to this section);

b. upon thirty (30) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Communications Equipment in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee).



15. Utilities

Licensor and Licensee agree and acknowledge that the utility meter current installed at the Premises shall be transferred from Licensor to Licensee as of the date this Agreement is fully executed. Licensee agrees to allow Licensor to connect to Licensee's electric for the use of one (1) circuit of power to be used for the tower lighting at no cost to Licensor. All installation and maintenance of same shall be at the sole risk and expense of the Licensee.

16. Mechanic's Liens and Additional Construction

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Licensee any mechanic's or other lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Premises, Licensee shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Licensee receives notice of the filing of same. Notwithstanding any provision of this License seemingly to the contrary, Licensee shall never, under any circumstances, have the power to subject the interest of Licensor in the Premises or Licensor in the Site to any mechanics' or material men's' liens or liens of any kind, nor shall any provision contained in this Agreement ever be construed as empowering Licensee to encumber or cause Licensor to encumber the title or interest of Licensor in the Premises.

17. Casualty and Condemnation.

a. In case of damage to the Site or the Premises or those portions of the Site or the Premises which are essential to the operation of the Communications Equipment, by fire or other casualty, Licensor shall, at its expense, cause the damage to the Premises to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of Governmental Regulations, and for delays beyond the control of Licensor, including "force majeure". However, Licensor shall not be required to repair the damage beyond the extent that insurance proceeds are inadequate to pay for such repairs.

b. Licensor shall give immediate notice of any condemnation proceeding or threatened condemnation proceeding affecting the Premises. If at any time during the Term of this Agreement and/or the Prime Agreement all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Premises or the Site or buildings and improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this Agreement by providing written notice to Licensor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fees shall be apportioned as of said date and reimbursed to Licensee.

18. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in this Agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any member of Licensor, any parent, subsidiary, affiliate or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

19. Subordination.

This Agreement is and shall be subject and subordinate to the Prime Lease and all ground or underlying leases of the entire Site, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the Licensor shall use reasonable efforts to cause any party holding the instrument to which this Agreement is subordinate in the event of any foreclosure sale or possessory action, recognize and preserve this Agreement and if permitted in such case, this Agreement shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. If applicable, for the benefit of Licensee, Licensor may request (but shall have no obligation to obtain) from its current mortgagee a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA"), in which Licensee shall join, under which this Agreement and the rights of Licensee hereunder shall not be affected or modified by foreclosure or the exercise of any



other right or remedy by the mortgagee so long as Licensee shall not be in default under any of the provisions of this Agreement beyond any applicable period of grace, and under which Licensee shall attorn to and recognize the mortgagee or any purchaser at foreclosure sale or other successor-in-interest to the Licensor as Licensee's licensor hereunder. In addition and notwithstanding the first two sentences of this Section, Licensee further agrees that this Agreement shall be subject and subordinate to the lien of any mortgages hereafter placed upon the Site or the Premises, provided that the lender/mortgagee thereunder shall have executed an SNDA with Licensee whereby such lender agrees not to disturb Licensee in its rights, use and possession of the Site and the Premises under this Agreement or to terminate this Agreement, notwithstanding the foreclosure or the enforcement of the mortgage or termination or other enforcement of an underlying lease or installment purchase agreement, except to the extent permitted by Licensor pursuant to the terms of this Agreement. The SNDA shall be in the reasonable form required by the lender and reasonably acceptable to Licensee. Licensee covenants and agrees to execute and deliver to Licensor or to the lender the SNDA within ten (10) days after receipt of written demand.

20. Notices.

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by nationally recognized overnight courier to the following addresses:

With copies to Licensor:

GTP Towers II, LLC
750 Park of Commerce Blvd, Suite 300
Boca Raton, FL 33487
Attention: Lease Administration
Ref. Site ID: MI-5173 Gaylord

And if to Licensee, to:

John Burt
Otsego County
255 West Main
Room 203
Gaylord, MI 49735

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice. Any notice herein which is required by Licensor may be given by Licensor and shall be deemed effective for all purposes herein when mailed.

21. Miscellaneous.

a. Licensee shall not record this Agreement or any memorandum of license or short form license and Licensee shall remove immediately upon request by Licensor any improperly recorded copy of this Agreement, or memorandum of license or short form license.

b. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

c. Failure of Licensor to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of Licensor's rights hereunder, shall not waive such rights.

This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction and proper venue for any litigation hereunder shall be in the courts of the state in which the Premises are located without regard to the principles of conflict of laws thereunder. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all Laws.

d. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LICENSOR: GTP TOWERS II, LLC,
a Delaware limited liability company

BY: _____

NAME: Terry Armant

TITLE: Sr. VP-Development

DATE: _____

LICENSEE: Otsego County

BY: _____

NAME: _____

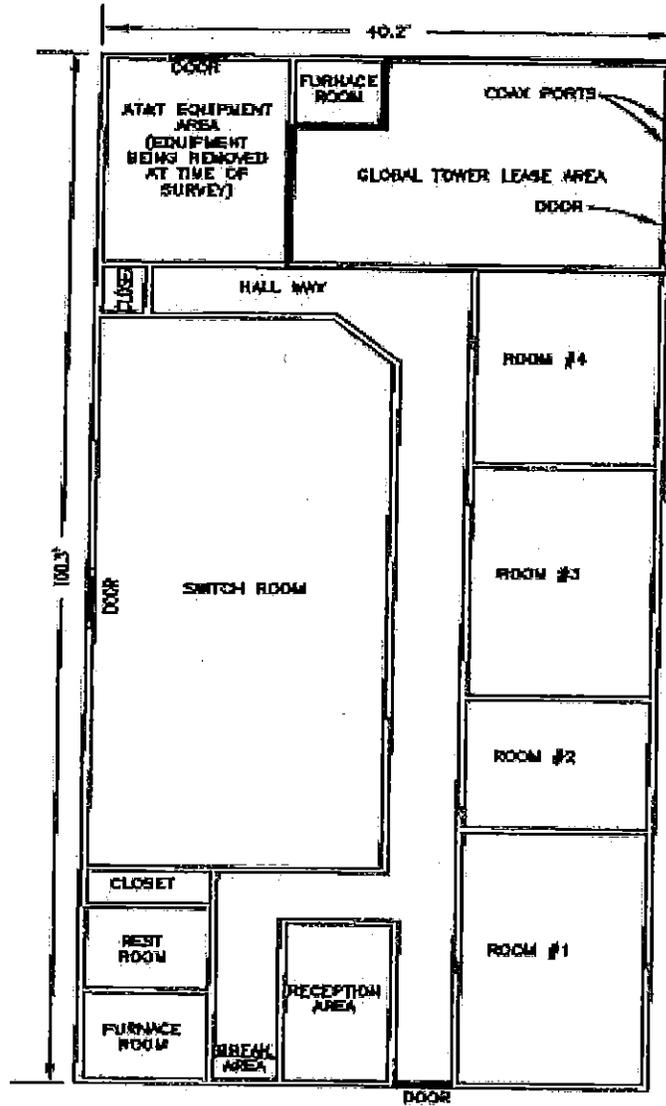
TITLE: _____

DATE: _____



EXHIBIT "A"
Lessee's Equipment Building

The telecommunications building is described and/or depicted as follows:



INTERIOR BUILDING PLAN

SCALE: 1"=15'

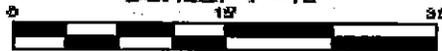




EXHIBIT "B"
DESCRIPTION OF COMMUNICATIONS EQUIPMENT

See Attached Tenant Collocation Application:



GLOBAL TOWER PARTNERS Collocation Application

Check one: New <input type="checkbox"/> Addition to Existing <input type="checkbox"/> Modification <input type="checkbox"/>	
PLEASE RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED) GTP 750 Park of Commerce Blvd E-Mail: sales@gtpsites.com Suite 300 Boca Raton, FL 33487-3612 Office: (561) 995-0320 Attn: Leasing Fax: (561) 995-0321	
GTP Site #: <u>MI-5173</u> GTP Site Name: <u>Gaylord</u> GTP Date Received: Revision Dates: RSM Approval:	

APPLICANT/CARRIER INFORMATION

Carrier Name: _____ Carrier Site Name: _____ Carrier Site Number: _____ Carrier Legal Entity Name, State of registration: _____ Type of entity (LP, LLC, Corp) d/b/a/ (If applicable) _____ Notice Address for Lease: _____ With copies to: _____ Carrier Invoice Address: _____ Carrier Invoice Contact - Name, Title, Phone No. _____	Contact Name: _____ Contact Number: _____ Contact Fax: _____ Contact Address: _____ Contact E-mail: _____ Additional E-mail: _____ Other: _____ Carrier NOC# _____
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ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number: _____ RF Contact Name/Number: _____ Construction Contact Name/Number: _____ Emergency Contact Name/Number: _____
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SITE INFORMATION

Latitude:	45	2	48.0	N	Existing Structure Type:	_____
Longitude:	84	39	55.0	W	Existing Structure Height:	_____
Site Address:	1322 Hayes Road, Gaylord, MI 49735					

ANTENNA & COAX

Sector	1	2	3	Other (Dish, TMA, GPS)
Desired Rad Center (feet AGL)				
Antenna Quantity				
Antenna Manufacturer				
Antenna Model (Attach Spec Sheet)				
Weight (per antenna)				
Antenna Dimensions				
Quantity of Coax Cables PER ANTENNA				
Diameter of Coax Cables PER ANTENNA				
Orientation/Azimuth (degrees from true north)				
Mechanical Tilt (degrees)				
# Of Channels				
Antenna Mount Mounting Height (feet AGL)				
Antenna Mounting Type	T-Frame <input type="checkbox"/> Sector <input type="checkbox"/> Platform <input type="checkbox"/> Low Profile <input type="checkbox"/> Other: _____			
Transmit Frequency				
Receive Frequency				
ERP (watts)				
Type of Service (i.e. Cellular, PCS, ESMR)				

GROUND SPACE REQUIREMENTS

Total Ground Area Dimensions Required (length x width x height in ft.)	Generator: <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas Pad Dimension (L X W, ft.):
Cabinet Pad Dimensions	Cabinet Manufacturer
Shelter Pad Dimensions	Shelter Manufacturer

AC POWER REQUIREMENTS

Voltage: _____	Total Amperage: _____
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Comments: _____

