

**ADDENDUM TO LICENSE AGREEMENT
ATTACHMENTS TO TOWNSHIP INFRASTRUCTURE**

The Township and Company agree that the following addendum related to the attachment of small cell wireless facilities to Township-owned utility poles and other Township-owned infrastructure shall be a part of the existing Agreement between the parties dated _____ and this addendum shall become effective immediately upon both parties' signatures.

RECITALS

- A. Company desires to use Township-owned utility poles and other Township-owned infrastructure ("Township-Owned Infrastructure") for the installation and use of small cell wireless facilities, for the purposes of and as defined in the Small Wireless Communications Facilities Deployment Act, Act 365 of 2018, as amended (the "Act").
- B. Pursuant to its proprietary ownership, jurisdiction, authority and/or control over Township-Owned Infrastructure and the right to approve licenses and Permit for the use of the same under applicable statutes and the Township Charter and Ordinances, the Township has agreed to grant Company a nonexclusive license to access and use Township-Owned Infrastructure under this Addendum, which Company has accepted.

Section 1. DEFINITIONS.

- 1. *Township-Owned Infrastructure* means Township-owned utility poles, light poles, traffic signal poles and buildings capable of supporting small cell wireless facilities and associated equipment.
- 2. *Make-Ready Work* means work necessary to enable Township-Owned Infrastructure to collocate small cell wireless facilities, which may include modification or replacement of Township-owned utility poles or modification of lines.

Section 2. SCOPE.

- 1. The Township grants Company a revocable license to erect, attach, install and maintain small cell wireless facilities as the Township may approve to such Township-Owned Infrastructure as the Township may designate and no others. The Township must first approve the method and location of installation(s) on the Township-Owned Infrastructure. Unless expressly agreed in writing by the Township, a small cell wireless facility shall be and at all times utilize no more than the vertical space approved by the Township on Township-Owned Infrastructure, and no more than twenty percent (20%) of each Township pole's loading capacity.
- 2. The Township grants the Company nonexclusive rights for its small cell wireless facilities on Township-Owned Infrastructure. The Township does not imply or guarantee that Company will have sole occupancy of any space on Township-Owned Infrastructure.

3. In attaching to Township-Owned Infrastructure, Company will comply with and be bound by the Charter Township of Bloomfield Code of Ordinances, specifically Chapter 32, Article V, and the Act, and will obtain all necessary Permits, consents, leases, easements or approvals, either public or private, which may be necessary to enable Company to install the small cell wireless facilities or to carry on its business. Should Company fail to obtain such authorizations, or should such authorizations be revoked, Company shall immediately cease installing its small cell wireless facilities. Company, when requested and where required, shall provide the Township with copies of such authorizations, or any written consent from any private property owner, or owners, stating the Company has permission to ingress or egress and also to install, operate, and maintain its small wireless facilities over and upon Township-Owned Infrastructure to the extent it is located on private property.
4. This Addendum does not give Company any rights to use any property, poles or other structures not owned by the Township.
5. Any Township-Owned Infrastructure used by the Company to collocate small cell wireless facilities shall be the property of the Township and shall not entitle the Company to ownership of such infrastructure or allow Company to claim right to or use private property adjacent to Township's property.

Section 3. APPROVAL REQUIRED.

1. Company shall submit a permit application prior to installing or modifying any small cell wireless facility on any Township-Owned Infrastructure. For applications to collocate small cell wireless facilities on Township-owned utility poles, Company will provide an engineering analysis showing the pole loading capacity set by the Township is not exceeded by the size and weight of any small cell wireless facility.
2. The Township must approve all locations selected for small cell wireless facilities. The Township may grant or deny the location and installation of any small cell wireless facilities on Township-Owned Infrastructure installation, based on reasonable proprietary and or regulatory factors, such as the location of other present or future communications facilities owned by or installed at the direction or permission of the Township, efficient use of physical space to avoid premature exhaustion of rights of way resources and space, potential inference with other communications facilities and services, the public safety of the motoring public and other users of the rights of way, maintaining the integrity and character of the various community districts as embodied in the zoning ordinances of the Township.
3. The Township must approve the design and mounting requirements for all small cell wireless facilities to be attached to Township-Owned Infrastructure.

Section 4. WORK PERFORMED.

1. All small cell wireless facilities permitted by the Township shall be installed in a manner that does not interfere with any present or future use that the Township may make of any Township-Owned Infrastructure. The Township has sole discretion to determine whether any

small cell wireless facilities interfere with the Township's present use or future planned use of Township-Owned Infrastructure.

2. If Company causes an interruption of the Township's service by damaging or interfering with any of the Township's facilities, then Company shall immediately notify the Township, and also at its own expense immediately do all things reasonable to avoid resulting injury or damages. Company shall also be responsible for all repair costs. The Township shall exercise special precautions to avoid damage to the Company's small cell wireless facilities and shall be responsible for any and all loss it causes to the small cell wireless facilities, except as otherwise allowed by this Addendum.
3. Company shall maintain all small cell wireless facilities in good and safe condition, at its own cost and expense, and in compliance with applicable fire, health, building, and other life safety codes.
4. Upon the completion of each task or phase of work to be performed by Company under this Addendum, Company shall promptly restore all work site areas to a condition reasonably satisfactory to the Township and in accordance with construction standards as specified by the Township, ordinary wear and tear not caused by Company or the small cell wireless facilities excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Addendum.
5. Company will provide the Township with as-built maps of Company's small cell wireless facilities no more than sixty (60) days following the conclusion of Construction.
6. Company will advise the Township of any significant discrepancy between construction plans and actual construction.

Section 5. MAKE-READY WORK.

1. Within sixty (60) days after receipt of a completed application, the Township will provide Company with a good-faith estimate for any necessary Make-Ready Work. Company shall respond to the Township of its acceptance of the quote within fourteen (14) days of its receipt of the quote. If Make-Ready Work is necessary, then Company shall not contact the Township-Owned Infrastructure in question until it receives notice from the Township that the Make-Ready Work is completed.
2. The Township will complete all routine Make-Ready Work within sixty (60) days of the acceptance of the quote by Company. If there are extenuating circumstances that make the Make-Ready Work more complicated or time consuming (including but not limited to the number of poles or existing attachments, or seasonal weather conditions), then the Township shall identify those factors in its grant of permission, and the parties shall agree on a timeframe for completion. The Township may also toll the time period for completion by written notice in order to respond to severe storms or other emergency situations.
3. Company may request the ability to use a qualified contractor to perform any or all Make-Ready Work. In all circumstances, only the Township or a contractor approved by the

Township shall be permitted to perform such work, and the Township must be informed of and agree to the timing and nature of any work.

4. All fees charged for Make-Ready Work shall be nondiscriminatory, competitively neutral and commercially reasonable.

Section 6. RELOCATION; REMOVAL.

1. Company shall, at no cost to the Township, relocate or remove portions of its small cell wireless facilities if the Township, in its sole discretion, determines that the location of a wireless facility interferes with public safety and welfare or conflicts with any sidewalk, trail, or Township project. The Township shall provide Company 180 days written notice prior to the required relocation or removal of the small cell wireless facilities.
2. Except in cases of emergency, prior to commencing work on Township Owned Infrastructure upon which Company has collocated a small cell wireless facility, the Township will provide Company with 24-hour prior notice. Upon receiving such notice; it shall be the sole responsibility of Company to take adequate measures to remove or otherwise protect the small cell wireless facility from the consequences of such activities. If reasonably necessary, the Township may require Company to remove or power down any small cell wireless facilities during the work.
3. The Township may, in its reasonable judgment, remove any Township poles not needed for its own service requirements. Company shall have 180 days after receipt of written notification from the Township, to remove, at its own expense, its small wireless facilities, except in extenuating circumstances supported by industry practices and substantiated through a written explanation.
4. Company shall remove all abandoned small cell wireless facilities within 180 days.
5. If Company fails to remove any small cell wireless facilities within 180 days of receiving notice from the Township, the Township may remove and dispose of such facilities. The cost incurred by the Township will be charged to Company and paid within 30 days of receipt of an invoice. The Township will use its best efforts to provide as much advance notice as possible.

Section 7. ANNUAL RATES; BOND.

1. Company will be charged an annual rate for each collocation. The annual rates for small cell wireless facilities collocated on Township-Owned Infrastructure will be established by resolution of the Township Board.
2. To ensure the removal of abandoned or improperly maintained small cell wireless facilities, and to recoup rates and fees that have not been paid, Company shall furnish the Township with a bond in an amount of \$1,000 per small cell wireless facility. The bond shall be in the form of an irrevocable bank letter of credit form or surety bond form approved by the Township and shall be posted with the Township before any work may begin.

Section 8. INDEMNIFICATION.

Company, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall defend, indemnify, and hold harmless the Township and its appointed and/or elected officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any small cell wireless facilities, wireless support structures, or Township-Owned Infrastructure to the extent caused by Company, its contractors, its subcontractors, and the officers, employees, or agents of any of these. Company has no obligation to defend, indemnify, or hold harmless the Township, or the officers, agents, or employees of the Township or governing body against any liabilities or losses due to or caused by the sole negligence of the Township or its officers, agents, or employees.

WITNESSES

CHARTER TOWNSHIP OF BLOOMFIELD,
a Michigan municipal corporation

By: _____

Its: Supervisor

Dated: _____

WITNESS

CHARTER TOWNSHIP OF BLOOMFIELD,
a
Michigan municipal corporation

By: _____

Its:
Clerk

Dated: _____

COMPANY

By: _____

Its: _____

Dated: _____