

**Crown Castle**  
2000 Corporate Drive  
Canonsburg, PA 15317

8/16/2023

Connie Olger, Clerk  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, Michigan 48473  
(810) 635 2887

**RE: New Metro Act Permit Application**

Dear Ms. Olger:

Enclosed please find an application by **Crown Castle Fiber LLC** ("Crown Castle") application to install telecommunications facilities in City of Swartz Creek (the "City") in accordance with the Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (the "Metro Act") for access to and ongoing use of public rights-of-way within the City for the purpose of constructing a fiber optic network to service its customers.

***About Crown Castle***

Crown Castle owns, operates and leases more than 40,000 cell towers and approximately 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service—bringing information, ideas and innovations to the people and businesses that need them.

Crown Castle is authorized by the Michigan Public Service Commission as a telecommunications provider. Crown Castle offers and provides a variety of telecommunications services to wholesale customers as well as customers in government, education, health care, financial services, and other enterprises. Crown Castle designs and provides communications solutions for each customer's individual project needs.

Among the services provided by Crown Castle is a small cell network offering that includes transporting wireless provider traffic from small wireless facilities) to the "hub" aggregation points specified by our customers. While Crown Castle may be installing small wireless facilities within the City's right-of-way, such installations would be permitted separately under the Michigan Small Wireless Communications Facilities Deployment Act. This application only includes the installation of our fiber-optic network under the Metro Act.

***Materials Provided with this Application***

Included with this letter are the following items for the Village's review and approval:

- A. Check # 30043664 in the amount of five hundred dollars and no cents (\$500.00);
- B. State of Delaware Certificate of Amendment of Certificate of Incorporation of NextG Networks of Illinois, Inc.
- C. State of Delaware Certificate of Formation of Crown Castle NG Central LLC;

The pathway to possible.  
CrownCastle.com



**Crown Castle**  
2000 Corporate Drive  
Canonsburg, PA 15317

- D. State of Delaware Certificate of Conversion of Crown Castle NG Central Inc. to Crown Castle NG Central LLC;
- E. State of Delaware Certificate of Merger of Crown Castle NG Central LLC into Crown Castle Fiber LLC;
- F. Crown Castle Fiber LLC's most recent Annual Statement (2019);
- G. Michigan Department of Licensing and Regulatory Affairs Certificate of Authority from the Michigan Public Service Commission;
- H. Certificate of Authority from the Public Service Commission;
- I. Michigan Department of Licensing and Regulatory Affairs Filing Endorsement;
- J. Two copies of the Map depicting the location of the existing and proposed facilities ("Exhibit A");
- K. A valid Certificate of Insurance and Worker's Compensation documentation.

***Application Review***

Crown Castle strives to be a good partner in the communities we serve, and we have completed successful installations in communities across the United States. Additional information is available at <http://www.crowncastle.com/municipalities/what-to-expect.aspx>. At any time during your review of enclosed material, Crown Castle is available to answer any questions. Also, if you have any questions about the information provided or any of the materials included, please do not hesitate to contact me directly at 724-754-8107.

Sincerely,

Macey Davis  
Operations Coordinator  
[Macey.Davis@crowncastle.com](mailto:Macey.Davis@crowncastle.com)

rg/  
Enclosures

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CrownCastle.com

**METRO Act Permit Application Form**

**Revised February 2, 2015**

**City of Swartz Creek, Genesee County,**  
**Michigan**  
**Name of Local Unit of Government**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS  
UNDER  
METROPOLITAN EXTENSION TELECOMMUNICATIONS  
RIGHTS-OF-WAY OVERSIGHT ACT  
2002 PA 48  
MCL SECTIONS 484.3101 TO 484.3120**

**BY**

**Crown Castle Fiber LLC  
("APPLICANT")**

**Unfamiliar with METRO Act?--Assistance:** Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [http://www.michigan.gov/mpsc/0,4639,7-159-16372\\_22707---,00.html](http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html).

**45 Days to Act—Fines for Failure to Act:** The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

**Where to File:** Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at:

Connie Olger, Clerk  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, Michigan  
48473  
(810) 635 2887

**CITY OF SWARTZ CREEK, MICHIGAN**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS**

**By:**

**CROWN CASTLE FIBER LLC  
("APPLICANT")**

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

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**1 GENERAL INFORMATION:**

**1.1 Date: 8/16/2023**

**1.2 Applicant's legal name: Crown Castle Fiber LLC**  
**Mailing Address: Attn: DAS Administration**  
**2000 Corporate Drive**  
**Canonsburg, PA 15317**  
**Telephone Number: (724) 416-2000**  
**Fax Number: (724) 416-2353**  
**Corporate website: www.crowncastle.com**

**Name and title of Applicant's local manager (and if different) contact person regarding this application:**

**Name: Tonya Winkler**  
**Title: Manager, Permitting – Central Region, 1500**  
**Mailing Address: Corporate Drive Canonsburg, PA 15317**

**Telephone Number: (724) 416-0990**  
**Fax Number: (724) 416-4881**  
**E-mail Address: Tonya.Winkler@crowncastle.com**

**1.3** Type of Entity: (Check one of the following)

- ☐ Corporation  
☐ General Partnership  
☐ Limited Partnership  
☒ Limited Liability Company  
☐ Individual  
☐ Other, please describe: \_\_\_\_\_

**1.4** Assumed name for doing business, if any: **N/A**

**1.5** Description of Entity: **New York domestic LLC**

1.5.1 Jurisdiction of incorporation/formation;  
**State of Delaware (Please see enclosed Certificate of Amendment of Certificate of Incorporation, Certificate of Formation and Certificate of Conversion, collectively Attachment 1)**

1.5.2 Date of incorporation/formation;  
**October 4, 2002**

1.5.3 If a subsidiary, name of ultimate parent company;  
**Crown Castle International Corp.**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

- **Jay A. Brown, President and Chief Executive Officer**
- **Kenneth J. Simon, Executive Vice President and General Counsel**
- **Chris Levandos, Executive Vice President and Chief Operating Officer Network**
- **Daniel K. Schlanger, Executive Vice President and Chief Financial Officer**
- **Benjamin Lowe, Senior Vice President and Treasurer**

**1.6** Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

**Please see enclosed Limited Liability Company Annual Statement for 2019, Attachment E**

**1.7** Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No. \_\_\_\_\_

**1.8** In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

*If "yes," please describe the circumstances.*

**1.9** In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

*If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.*

**1.10** [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

*If no financial statements are provided, please explain and provide particulars.*

**Crown Castle Fiber LLC does not have separately audited financial statements but its reporting is consolidated into Crown Castle International Corp. ("CCIC"), which is a publicly traded company. CCIC financial statements may be accessed at [https://investor.crowncastle.com/financial-information/sec-filings?field\\_nir\\_sec\\_form\\_group\\_target\\_id%5B%5D=471&field\\_nir\\_sec\\_date\\_filed\\_value=&items\\_per\\_page=10#views-exposed-form-widget-sec-filings-table](https://investor.crowncastle.com/financial-information/sec-filings?field_nir_sec_form_group_target_id%5B%5D=471&field_nir_sec_date_filed_value=&items_per_page=10#views-exposed-form-widget-sec-filings-table)**

## **2 DESCRIPTION OF PROJECT:**

**2.1** Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

**Please see enclosed copy of registration with the Michigan Public Service Commission, Communications Division, evidencing the authority of Crown**

**Castle Fiber LLC to operate as a Competitive Access Provider.**

**2.2** Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

**As a network owner and operator, Crown Castle has approximately 70,000 small cell nodes on air or under contract in more than 700 municipalities around the country. Crown Castle also owns and operates approximately 80,000 route miles of fiber serving small cells, more than 37,000 on-net buildings, more than 50 cloud access points and over 900 connected data centers, points of presence (PoPs), and central offices (COs).**

**Crown Castle offers and provides a variety of facilities-based and resold telecommunications services to wholesale customers as well as customers in government, education, health care, financial services, and other enterprises. Crown Castle designs and provides communications solutions for each customer's individual project needs. Among the services provided by Crown Castle is a small cell network offering that includes transporting wireless provider traffic (sometimes referred to as "RF transport") from small cell antennas (deployed and maintained by Crown Castle) to the "hub" aggregation points specified by our customers.**

**To the extent that Crown Castle is constructing and operating small cells, those are not subject to this METRO Act permit and will be permitted and operated in accordance with the Michigan Small Wireless Communications Facilities Deployment Act of 2018.**

**2.3** Attached route map showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

**Please see enclosed network route map.**

**2.4** Please provide an anticipated or actual construction schedule.

**Start of Construction is TBD. Crown Castle will apply for all necessary permits for construction in the right-of-way before any construction is commenced.**

**2.5** Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

**Crown Castle Fiber LLC will be the sole owner of all the facilities proposed to be installed in the public right-of-way.**

**2.6** Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

**Crown Castle Fiber LLC is responsible for maintenance of its facilities. Any**

**municipal representative may contact our Network Operations Center (NOC) at any time at (800) 788-7011, concerning the installation, operation and maintenance of the facilities.**

**Applicant intends to use existing utility poles and underground conduit to install its network facilities. The utility companies have requested that these agreements be kept confidential.**



### **3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

- 3.1** Address of Applicant's nearest local office;

**Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, PA 15317**

- 3.2** Location of all records and engineering drawings, if not at local office;

**Network Operations Center (NOC)  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317**

- 3.3** Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

**Wesley Payne  
Manager Network Construction  
1500 Corporate Drive  
Canonsburg, PA 15317  
(724) 416- 2681  
Wesley.Payne@crowncastle.com**

- 3.4** Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

- 3.4.1** Worker's compensation;

- 3.4.2** Commercial general liability, including at least:

- 3.4.2.1** Combined overall limits;

- 3.4.2.2** Combined single limit for each occurrence of bodily injury;

- 3.4.2.3** Personal injury;

- 3.4.2.4** Property damage;

- 3.4.2.5** Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

**Please see enclosed Certificate of Insurance with Additional Insured designation.**

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

**To Be Determined. Crown Castle will supply contractor information as part of its right-of-way permit applications for specific construction under this METRO Act permit.**

#### **4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

**CROWN CASTLE FIBER LLC**  
**("APPLICANT")**

Date 8/16/23

By: Tonya Winkler  
Name: Tonya Winkler

Title: Manager, Permitting – Central Region

S:\metroapplicationform.doc

**Attachment A**

Certificate of Amendment of Certificate of Incorporation

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 07:34 PM 05/03/2012  
FILED 07:22 PM 05/03/2012  
SRV 120509173 - 3576829 FILE

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
NEXTG NETWORKS OF ILLINOIS, INC.

NextG Networks of Illinois, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company") DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Company by Unanimous Written Consent has adopted a resolution that the Corporation amend Article 1 of its Certificate of Incorporation as on file with the Secretary of State of Delaware to read in its entirety as set forth below:

1. This corporation's name is Crown Castle NG Central Inc. (the "Company").

SECOND: That the amendment has been consented to and authorized by all the holders of the issued and outstanding capital stock of the Company by written consent given in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said NextG Networks of Illinois, Inc. has caused this Certificate to be signed this 3<sup>rd</sup> day of May, 2012.

NextG Networks of Illinois, Inc.

By 

E. Blake Hawk  
Executive Vice President

**Attachment B**

**Certificate of Formation**

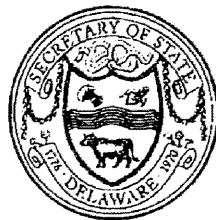
# Delaware

PAGE 2

## *The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "CROWN CASTLE NG CENTRAL LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 2:53 O'CLOCK P.M.

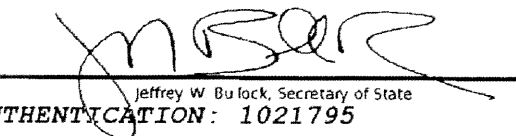
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORE SAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.



3576829 8100V

131459171

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1021795

DATE: 12-30-13

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:53 PM 12/20/2013  
FILED 02:53 PM 12/20/2013  
SRV 131459171 - 3516829 FILE

**Certificate of Formation**

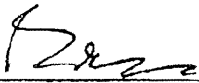
of

**Crown Castle NG Central LLC**

This Certificate of Formation of Crown Castle NG Central LLC ("LLC"), dated as of December *d*, 2013, has been duly executed and is being filed by E. Blake Hawk, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, -)

1. The name of the limited liability company **is** Crown Castle NG Central LLC.
2. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle.
3. The name and address of the registered agent for service of process of **the** LLC in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware.
4. This Certificate of Formation shall be effective at 11:59 p.m. on December 31, 2013.

IN WITNESS WHEREOF, **the** undersigned has executed this Certificate of Formation of Crown Castle NG Central LLC as of the date first written above.

  
\_\_\_\_\_  
E. Blake Hawk, Authorized Person  
14 Dec 2013

**Attachment C**

**Certificate of Conversion**



# Delaware

PAGE 1

## *The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CROWN CASTLE NG CENTRAL INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CROWN CASTLE NG CENTRAL INC." TO "CROWN CASTLE NG CENTRAL LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2013, AT 2:53 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.



3576829 8100V

131459171

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1021795

DATE: 12-30-13

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:53 PM 12/20/2013  
TTLED 02:53 PM 12/20/2013  
SRV 131459171 - 3576829 FILE

Certificate of Conversion  
of  
Crown Castle NG Central Inc.  
to  
Crown Castle NG Central LLC

Pursuant to Section 18-214 of the Limited Liability Company Act

Crown Castle NG Central Inc., a Delaware corporation ("Company"), does hereby certify that:

1. **Name of Corporation to be Converted.** The name of the Company immediately prior to conversion is Crown Castle NG Central Inc., and the name under which the Company was originally formed was NextO Networks of Illinois, Inc.

2. **Original Date and Jurisdiction of Incorporation.** The original certificate of incorporation of the Company was filed on October 4, 2002 with the Secretary of State of the State of Delaware.

3. **Name of Limited Liability Company.** The name of the limited liability company into which the Company will be converted is Crown Castle NG Central LLC.

4. **Approval of Conversion.** This conversion has been approved by the board of directors and sole stockholder of the Company.

5. **Effective Time.** The conversion of the Company to a limited liability company shall be effective at 11:59 p.m. on December 31, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of December 18, 2013.

Crown Castle NG Central Inc.

**By: b**

E. Blake Hawk  
Executive Vice President

11 0...\_tc 'L\_

**Attachment D**  
Certificate of Merger

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CROWN CASTLE NG CENTRAL LLC", A DELAWARE LIMITED LIABILITY  
COMPANY,

WITH AND INTO "CROWN CASTLE FIBER LLC" UNDER THE NAME OF  
"CROWN CASTLE FIBER LLC", A LIMITED LIABILITY COMPANY ORGANIZED  
AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, AS  
RECEIVED AND FILED IN THIS OFFICE ON THE NINETEENTH DAY OF  
DECEMBER, A.D. 2018, AT 10:22 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF  
DECEMBER, A.D. 2018 AT 11:59 O'CLOCK P.M.



7201256 8100M  
SR# 20188243038

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 204136061  
Date: 12-19-18

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:22 AM 12/19/2018  
FILED 10:22 AM 12/19/2018  
SR 20188243038 - File Number 3576829

**CERTIFICATE OF MERGER**  
  
**OF**  
  
**CROWN CASTLE NG CENTRAL LLC**  
**(A DELAWARE LIMITED LIABILITY COMPANY)**  
  
**INTO**  
  
**CROWN CASTLE FIBER LLC**  
**(A NEW YORK LIMITED LIABILITY COMPANY)**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company formed and existing under and by virtue of the laws of New York,

DOES HEREBY CERTIFY:

**FIRST:** The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Crown Castle NG Central LLC	Delaware
Crown Castle Fiber LLC	New York

**SECOND:** An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by (i) Crown Castle NG Central LLC, an Delaware limited liability company ("**Non-Surviving LLC**"), and (ii) Crown Castle Fiber LLC, a New York limited liability company ("**Surviving Company**").

**THIRD:** The name of the surviving business entity is Crown Castle Fiber LLC.

**FOURTH:** The merger of the Non-Surviving LLC into the Surviving Company shall be effective on December 31, 2018, at 11:59 p.m. Eastern Standard Time.

**FIFTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Company. The address of the principal place of business of the Surviving Company is 1220 Augusta Drive, Suite 600, Houston, Texas 77057.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any member of the Surviving Company and to any person holding an interest in the Non-Surviving LLC.

**SEVENTH:** The Surviving Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 1220 Augusta Drive, Suite 600, Houston, Texas 77057.

[Signatures on following page.]

**IN WITNESS WHEREOF**, the Surviving Company has caused this Certificate of Merger to be duly executed as of December 17, 2018.

**CROWN CASTLE FIBER LLC**

**By:-** \_\_\_\_\_

Name: Neil Dickson

Title: Vice President of Sidera Networks,  
Inc., its sole member

**Attachment E**

Limited Liability Company Annual Statement (2019)



**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/201

**ANNUAL STATEMENT**

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801882971

Annual Statement Filing Year: 2020

1. Limited Liability Company Name:

CROWN CASTLE FIBER LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: THE CORPORATION COMPANY

2. Street Address: 40600 ANN ARBOR RD E STE 201

Apt/Suite/Other:

City: PLYMOUTH

State: MI

Zip Code: 48170

3. Mailing address of the registered office:

P.O. Box or Street Address: 40600 ANN ARBOR RD E STE 201

Apt/Suite/Other:

City: PLYMOUTH

State: MI

Zip Code: 48170

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 14th Day of November, 2019 by:

Lynn Howell

Other

Assistant Secretary

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

⏪ Decline

⏩ Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** 2020 ANNUAL STATEMENT

***for***

CROWN CASTLE FIBER LLC

***ID Number:*** 801882971

***received by electronic transmission on*** November 14, 2019 ***, is hereby endorsed.***

***Filed on*** November 14, 2019, ***by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of November, 2019.***

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

**Attachment F**

Michigan Department of Licensing and Regulatory Affairs  
Michigan Public Service Commission Registration



## Company Contact Information

These companies have registered with the Michigan Public Service Commission (MPSC) per Commission Order U-11900 and Sec. 211a of the Michigan Telecommunications Act (MTA)

[Back to Registered Companies](#)

<b>Company Contact:</b>	<b>Crown Castle Fiber LLC</b> 2000 Corporate Drive Canonsburg, Pennsylvania 15317, United States <b>Phone:</b> (724) 416-2000 <b>Fax:</b> <b>Email:</b> <a href="mailto:pub.correspondence@crowncastle.com">pub.correspondence@crowncastle.com</a> <b>Website:</b> <a href="http://www.fiber.crowncastle.com">http://www.fiber.crowncastle.com</a>
<b>Customer Contact:</b>	Ravindra Harsharan 80 Central Street Boxborough, Massachusetts 01719, United States <b>Phone:</b> (312) 506-1751 <b>Fax:</b> (312) 506-0931 <b>Email:</b> <a href="mailto:ravindra.harsharan@crowncastle.com">ravindra.harsharan@crowncastle.com</a>
<b>DBA:</b>	
<b>Registered as:</b>	Broadband Fiber Competitive Access Provider (CAP)

## Intrastate Telecommunications Service Providers (ITSP)

## Online Registration System - Review Page

Please review the information on this page carefully. If changes need to be made to the information below, use your browser's back button to return to the form and make edits.

This page has been formatted to improve print quality. **Please print a copy of this page for your records.**

**Company Information** - Under "Company Information" enter the name, and central address, phone number, fax number, and e-mail address of the company. Also enter the "type" of service provided. Please choose one or more from the list provided.

**Company** NextG Networks of Illinois, Inc.

**Doing Business As** 1) NextG Networks Central 4)  
2) 5)  
3) 6)

**Company Address** 1759 South Main Street  
Suite 128

**City** Milpitas

**State** CA

**Country** USA

**Postal Code** 95035

**Phone** 408-719-8510

**Fax**

**Email** arodriguez@nextgnetworks.net

**Services Provided In Michigan**  
(Please choose one or more from list)

**Federal ID#**  
51-0437800

Competitive Access Provider

**Authorized Agent Information** - Under "Authorized Agent Information" enter the name, address, phone number, fax number, and e-mail address of an agent authorized to receive legal service on behalf of the service provider.

**Title**

**Name** The Corporation Company

**Address** 30600 Telegraph Road

**City** Bingham Falls

**State** MI

**Country** USA

**Postal Code** 48025

**Phone** 248-646-9033

**Ext.**

**Fax**

**Email**

**Customer Service Contact** - Under "Customer Service Contact Information" enter your preferred contact information for customer service. This information would be given out, for example, if one of your customers has questions or problems, but is having trouble contacting your company, and requests your contact information for customer service.

**Title**

**Name** Anthony Rodriguez

**Address** 1759 South Main Street  
Suite 128

**City** Milpitas **State** CA

**Country** USA **Postal Code** 95035

**Phone** 408-719-8510  
**Ext.** 186 **Fax**

**Email** arodriguez@nextgnetworks.net

**Officer #1 •(President/ CEO)**

**Title** **Name** John B. Georges

1759 South Main Street  
**Address** Suite 128

**City** Milpitas **State** CA

**Country** USA **Postal Code** 95035

**Phone** 408-719-8510  
**Ext.** **Fax**

**Email**

**Officer #2- (MPSC Contact)-** Please provide information for whom the MPSC can contact concerning complaints and other issues. **A** fax number is required for this contact.

**Title** **Name** Anthony Rodriguez

1759 South Main Street

**Address** Suite 128

**City** Milpitas **State** CA

**Country** USA **Postal Code** 95035

**Phone** 408-719-8510  
**Ext.** 186 **Fax** 408-719-8560

**Email** arodriguez@nextgnetworks.net

**Verification & Submission** - Please complete this section. The FEDID number is that of the company being registered. If this section is not filled out completely, Your registration will be removed from the system

I **Anthony Rodriguez , Contracts Mgr. & Regulatory Specialist** , reachable at **408-719-8510** , verify that the above information is correct. The ITSP's federal tax ID number is **51-0437800** . I attest on behalf of the company, its officers and other principals, that this company is financially viable. I also attest, on behalf of the company, its officers and other principals, that none have prior history of committing fraud on the public.

Click submit registration button **ONLY ONCE.**

## Intrastate Telecommunications Service Providers (ITSP)

**Submission Successful!**

Thank you for filing with the Intrastate Telecommunications Service Provider online registration system. It will take **up to a week** for your information to be approved and activated. Until that time, the data displayed on the website may not include changes recently made. If you have any questions, or your submission does not appear after one weeks time, please contact Kevin White via email.

Do not register more than once. If you notice a mistake in your submission, please wait for the data to enter the system (about a week) and login to change your data. If you register more than once before staff has had a chance to review and approve your submission, your entry may be deleted and you will have to register again.

**General Info**[➤ ITSP Home](#)[➤ Term Glossary](#)[➤ FAQ / Help](#)**Search**[➤](#)[➤ All Companies](#)[➤ 30 Days](#)**Register**[➤ New Registrants](#)[➤ Login](#)[MPSC Home](#)[Comm Division](#)[Intrastate Telecommunications Service Providers](#)[Search MPSC](#)

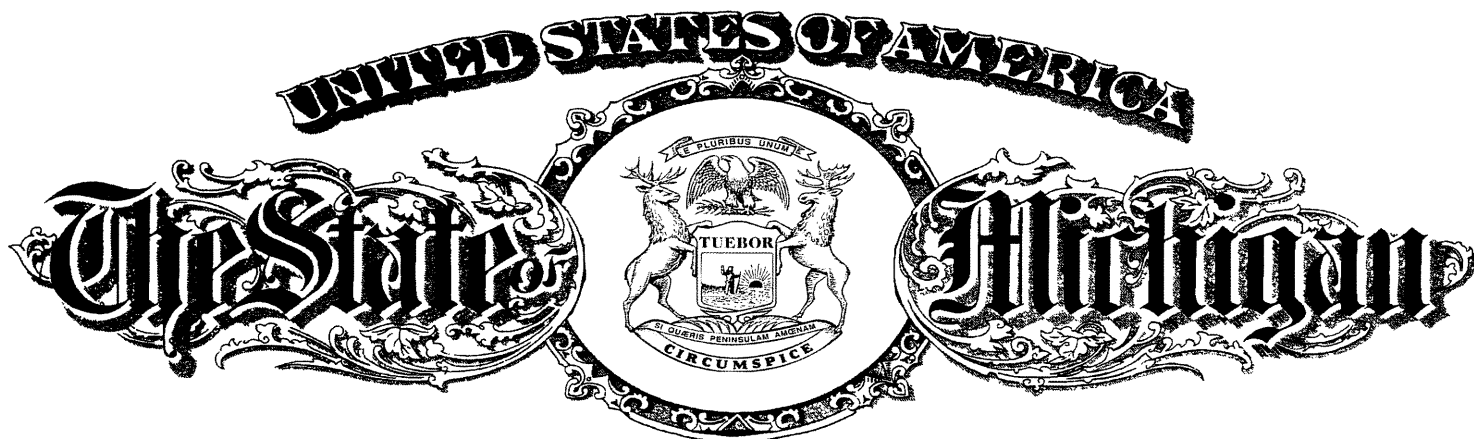
E-mail comments and suggestions to: [white@michigan.gov](mailto:white@michigan.gov)  
Michigan Public Service Commission, Communications Division  
Lansing, Michigan, USA

**Attachment G**

Michigan Department of Licensing and Regulatory Affairs

Certificate of Authority





**Department of Licensing and Regulatory Affairs**  
**Lansing, Michigan**

*This is to Certify That*

**CROWN CASTLE FIBER LLC**

*a(n) New York FOREIGN LIMITED LIABILITY COMPANY.*

*was validly authorized on October 29, 2015, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*Sent by electronic transmission*

Certificate Number: 20061417320

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 10th day of June, 2020.*

*Linda Clegg*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

**Attachment H**

**Network Route Map (Exhibit A)**

Exhibit A Map will be forwarded once route has been established.

**Attachment I**  
**Certificate of Liability Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
03/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Crown Castle Inc. PHONE (A/C, No, Ext): E-MAIL: COIRequest@crowncastle.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td>INSURER A: Continental Casualty Company</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: Berkshire Hathaway Specialty Insurance Com</td><td>22276</td></tr><tr><td>INSURER C: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Continental Casualty Company	NAIC # 20443	INSURER B: Berkshire Hathaway Specialty Insurance Com	22276	INSURER C: Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Continental Casualty Company	NAIC # 20443												
INSURER B: Berkshire Hathaway Specialty Insurance Com	22276												
INSURER C: Continental Insurance Company	35289												
INSURER D:													
INSURER E:													
INSURER F:													
<b>INSURED</b> Crown Castle Inc. f/k/a Crown Castle International Corp. See Attached Named Insured List 8020 Katy Freeway Houston, TX 77024													

**COVERAGES** **CERTIFICATE NUMBER:** W28463171 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	7018331477	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 7018331432	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		47-UMO-303445-09	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	WC7018331446	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Business Unit # 826779 at 8100 B-Civic Drive Swartz Creek, MI 48473

If required in written agreement, the Certificate Holder is added as an Additional Insured as their interest may appear to the liability arising out of the operations performed by or on behalf of the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF SWARTZ CREEK MI</b> 8083 CIVIC DR SWARTZ CREEK, MI 48473-1377	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23917806

BATCH: 2908394

**Crown Castle Inc.**

Edition Date: 12/22

<b>Named Insured</b>	<b>Named Insured (cont.)</b>
AirComm of Avon, LLC	Crown Castle Puerto Rico Corp.
Assurable Insurance LLC	Crown Castle Solutions LLC
Atlantic Coast Communications LLC	Crown Castle South LLC
CC Edge LLC	Crown Castle Towers 05 LLC
CC Holdings GS V LLC	Crown Castle Towers 06-2 LLC
CC Site Acquisitions II LLC	Crown Castle Towers 09 LLC
CC Strategic Investments Corp.	Crown Castle Towers LLC
CC TM PA LLC	Crown Castle USA Inc.
CC Towers Guarantor LLC	Crown Communication LLC
CC Towers Holding LLC	Crown Communication New York, Inc.
CCATT Holdings LLC	Fibertech Facilities Corp.
CCATT LLC	Global Signal Acquisitions II LLC
CCATT PR LLC	Global Signal Acquisitions III LLC
CCGS Holdings Corp.	Global Signal Acquisitions IV LLC
CCPR VI Tower Newco LLC	Global Signal Acquisitions LLC
CCS & E LLC	Global Signal GP LLC
CCTM Holdings LLC	Global Signal Holdings III LLC
CCTM1 LLC	Global Signal Operating Partnership, LP
CCTM2 LLC	GoldenState Towers LLC
CCTMO LLC	GS Savings Inc.
CCVX LLC	GSPN Intangibles LLC
ComSite Venture, Inc.	High Point Management Co. LLC
Coverage Plus Antennas Systems LLC	ICB Towers LLC
Crown Atlantic Company LLC	Interstate Tower Communications LLC
Crown Castle AS LLC	Intracoastal City Towers LLC
Crown Castle Atlantic LLC	Light Tower Clearinghouse LLC
Crown Castle CA Corp.	Md7 Capitol One, LLC
Crown Castle Fiber Enterprise LLC	MW Cell Reit 1 LLC
Crown Castle Fiber Holdings Corp.	MW Cell TRS 1 LLC
Crown Castle Fiber LLC	OP LLC
Crown Castle GS III Corp.	OP 2 LLC
Crown Castle GT Company LLC	Pinnacle Towers Acquisition Holdings LLC
Crown Castle GT Corp.	Pinnacle Towers Acquisition LLC
Crown Castle GT Holding Sub LLC	Pinnacle Towers Asset Holding LLC
Crown Castle Inc.	Pinnacle Towers Canada Inc.
Crown Castle LLC	Pinnacle Towers III LLC
Crown Castle Investment Corp.	Pinnacle Towers Limited
Crown Castle Investment II Corp.	Pinnacle Towers LLC
Crown Castle MU LLC	Pinnacle Towers V Inc.
Crown Castle MUPA LLC	PR Site Development Corporation
Crown Castle NG East LLC	Radio Station WGLD LLC
Crown Castle Operating Company	Shaffer & Associates, Inc.
Crown Castle Operating LLC	Sidera Networks UK Limited (UK)
Crown Castle Orlando Corp.	Sierra Towers, Inc.
Crown Castle PR LLC	Tower Development Corporation
Crown Castle PR Solutions LLC	Tower Systems LLC

**Crown Castle Inc.**

Edition Date: 12/22

<b>Named Insured</b>	<b>Named Insured (cont.)</b>
Tower Technology Company of Jacksonville LLC	
Tower Ventures III LLC	
TowerOne Partners, LLC	
TriStar Investors LLC	
TVHT LLC	
WCP Wireless Lease Subsidiary, LLC	
WCP Wireless Site Funding LLC	
WCP Wireless Site Holdco LLC	
WCP Wireless Site Non-RE Funding LLC	
WCP Wireless Site Non-RE Holdco LLC	
WCP Wireless Site RE Funding LLC	
WCP Wireless Site RE Holdco LLC	

**METRO Act Permit  
Bilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1     Definitions

- 1.1     Company shall mean **Crown Castle Fiber LLC**, a limited liability company organized under the laws of the State of New York, whose address is 2000 Corporate Drive, Canonsburg, PA 15317.
- 1.2     Effective Date shall mean the date set forth in Part 13.
- 1.3     Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4     METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5     Municipality shall mean City of Swartz Creek, a Michigan municipal corporation.
- 1.6     Permit shall mean this document.
- 1.7     Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8     Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of- Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and notification to Manager.

2.1.2 Any modification to Exhibit A shall not be effective unless Company has received all additional permits and approvals required under Section 2.3 for such Telecommunication Facilities.

2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Tonya Winkler, Manager-Permitting Central Region. 1500 Corporate Dr Canonsburg PA 15317, (724) 416-0990, Tonya.Winkler@crowncastle.com.



- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Brandon Miuccio, Manager Network Construction. 755 W Big Beaver RD Suite 2040 Troy MI 48084, (847) 273-0509, Brandon.Miuccio@crowncastle.com.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Brandon Miuccio, Manager Network Construction. 755 W Big Beaver RD Suite 2040 Troy MI 48084, (847) 273-0509, Brandon.Miuccio@crowncastle.com.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Brandon Miuccio, Manager Network Construction. 755 W Big Beaver RD Suite 2040 Troy MI 48084, (847) 273-0509, Brandon.Miuccio@crowncastle.com.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

Network Operations Center  
(800) 788-7011

- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality

shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into

contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning

and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

## 6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing

reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
  - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
  - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide to Municipality thirty (30) days' prior written notice of cancellation and ten (10) days' notice for non-payment of premium. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed or authorized to do business by the State of Michigan or by surplus line carriers on the Michigan



Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A or better by A.M. Best Company.

- 6.4 Deductibles. Company's insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, but are hereby approved since such policies provide that the insurer will pay all third-party claims directly and fully, with the deductible to be paid by Company to the insurer. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. . Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect sufficient insurance meeting general industry standards.
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
  - 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestalmounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond

requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

- 12.1.1 If to Municipality, to:

City of Swartz Creek  
ATTN: City Clerk  
8083 Civic Dr.  
Swartz Creek, MI 48473

- 12.1.2 If to Company, to:

Crown Castle Fiber, LLC  
Fiber Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

with a copy to:

Macey.Davis@crowncastle.com

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.
- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Swartz Creek

Attest:

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Crown Castle Fiber, LLC

By: Jonny R. Winkler  
Its: Manager, Permitting & Utilities  
Date: 8/15/2023

**Exhibit A**

**Public Right-of-Way to be Used by Telecommunication Facilities**



**Exhibit B**

**Bond**