

RESOLUTION 2017-328

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF
NEW JERSEY, APPROVING AND AUTHORIZING
EXECUTION OF A LEASE AGREEMENT WITH VERIZON
WIRELESS TO ALLOW FOR THE ADDITION OF CELLULAR
ANTENNAE ON THE STAFFORD TOWNSHIP WATER TANK**

WHEREAS, the Township Council of the Township of Stafford, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has received inquiries from representatives of Verizon Wireless (hereinafter referred to as "Verizon") for the ability of Verizon to install cellular wireless antennae on the Stafford Township Water Tank located behind the Municipal Building on East Bay Avenue, Stafford Township, New Jersey (hereinafter referred to as the "property"); and

WHEREAS, Verizon has proposed a Lease Agreement with the Township to allow for the installation of the cellular wireless antennae on the property, a true copy of which is on file with the office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, the authorization of this Lease Agreement with Verizon is in accordance with and in compliance with the provisions set forth in N.J.S.A. 40A:12-13, et seq.; and

WHEREAS, the Township is in need of having this equipment installed in order to best protect the health, safety and welfare of the Township and its residents inasmuch as the emergency equipment utilized by the Township, Fire Department, Police Department and First Responders is tied into the Verizon Wireless system; and

WHEREAS, the Township finds that the award of the Lease Agreement, because of the obvious safety concerns, is necessary and appropriate.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

00071_048927

4094



★ 0 0 0 1 Z A O T ★

NOW, THEREFORE, BE IT RESOLVED, this 12th day of December, 2017, by the Township Council of the Township of Stafford, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and authorizes execution of the aforementioned Lease Agreement, a true copy of which is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

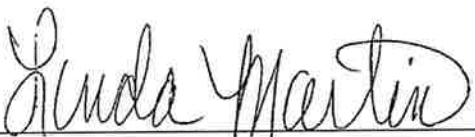
2. The Township authorizes and directs the Mayor, Township Administrator, and Township Clerk to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Honorable John Spodofora, Mayor;
- (b) James Moran, Township Administrator;
- (c) Doug Gannon, CFO;
- (d) Richard Stanzione, Esquire; and
- (e) Jerry J. Dasti, Esquire

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Stafford at a regular meeting held on December 12, 2017, a quorum being present and voting in the majority.


LINDA MARTIN, Acting Township Clerk

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Prepared by:
**DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**
Forked River, New Jersey 08731

\\Dmm-sbs\shared\CLIENT MATTERS - GL\Stafford Township\GL-26611 Verizon-OCCManRT 72 COW & behind Mun Bldg\Resolution re Antennae on Water Tank behind Mun Bldg.doc

**DASTI, MURPHY, McGUICKIN, ULAKY,
KOUTSOURIS & CONNORS**

JERRY J. DASTI
GEORGE F. MURPHY, JR. † ♦
GREGORY P. McGUICKIN
ROBERT E. ULAKY † >
CHRISTOPHER J. CONNORS
CHRISTOPHER K. KOUTSOURIS Δ ∞
CHRISTOPHER J. DASTI
TIMOTHY J. McNICHOLS >
MARTIN J. BUCKLEY

A Professional Corporation
COUNSELLORS AT LAW
THE CLOCK TOWER BUILDING
620 WEST LACEY ROAD
POST OFFICE BOX 1057
FORKED RIVER, NEW JERSEY 08731
WEBSITE: www.drmmlawfirm.com
E-MAIL: FORKEDRIVER@DMMLAWFIRM.COM

Fed Id #22-3450668

TELEPHONE NUMBERS

(609) 971-1010
(609) 693-4100
(732) 349-2446
(732) 295-3000
(609) 918-1292

Of Counsel
ELIZABETH MACKOLIN DASTI >

WRITER'S E-MAIL: jdasti@dmmlawfirm.com

† CERTIFIED CIVIL TRIAL ATTY
∞ CERTIFIED MUNICIPAL COURT
LAW ATTORNEY
‡ MEMBER, NATIONAL ACADEMY OF
ELDER LAW ATTORNEYS, INC
♦ MEMBER NJ AND FLA BAR
> MEMBER NJ AND PA BAR
Δ MEMBER NJ AND NY BAR

December 8, 2017

FACSIMILE NUMBERS

(609) 971-7093
(732) 349-1590
Real Estate: (609) 971-6176

PLEASE REFER TO:

Stafford Township
GL-26611

Via Email
Linda Martin, Acting Township Clerk
Township of Stafford
260 East Bay Avenue
Manahawkin, New Jersey 08050

RE: RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING
AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH
VERIZON WIRELESS TO ALLOW FOR THE ADDITION OF CELLULAR
ANTENNAE ON THE STAFFORD TOWNSHIP WATER TANK (Behind
Municipal Building)

Dear Linda:

With regard to the captioned matter I have enclosed a Resolution for consideration by the Township Committee at its next regularly scheduled meeting.

In the event you should have any questions or I can be of additional assistance, please do not hesitate to contact our office.

Very truly yours,

/s/ Jerry J. Dasti

JERRY J. DASTI

JJD/lh
Enclosure

Cc: Honorable John Spodofora, Mayor (w/enclosure) via email
James Moran, Township Administrator (w/enclosure) via email

RESOLUTION <u>2017-328</u>						
<u>COUNCIL</u>	<u>MOTION</u>	<u>SECOND</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
FESSLER	X		X			
JEFFRIES						X
MARCHAL		X	X			
McKENNA			X			
TAYLOR			X			
SMITH			X			
SPODOFORA			X			
DATE ADOPTED				<u>12/12/17</u>		

file
minutes

Doug
Dast

Richard Stanzone

SITE NAME: OCC Manahawkin RT 72 COW

SITE NUMBER:

ATTY/DATE: Richard D. Stanzione, Esq. 11.14.17

AGREEMENT

This Agreement made this 24th day of January, 2018, between The **TOWNSHIP OF STAFFORD**, a Municipal Corporation of the State of New Jersey, with an address at 260 East Bay Avenue, Manahawkin, New Jersey 08050, (hereinafter referred to as "Licensor") and **CELLCO PARTNERSHIP, d/b/a Verizon Wireless**, with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 1250 SF parcel which is a portion of Block 120.21 Lot 39.03 as shown on the Township of Stafford tax map which parcel is hereinafter referred to as the "Property", which is described further on **Exhibit A** attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on **Exhibit A** attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Access to the site shall be in accordance with the access provided on Sheet 1 and 4 ("Lease Exhibit") dated December 11, 2017, which is attached hereto and made a part hereof.

2. The term of this Agreement shall be for a period of one (1) year and shall be effective on the first (1st) day of the month in which this Agreement is executed by all parties (the "Effective Date"). This Agreement will renew automatically thereafter for an additional period of one (1) year on the anniversary of the Effective Date unless written cancellation is received by either party within thirty (30) days of the anniversary date of this Agreement.

3. The Licensee shall pay to the Lessor an annual fee of Thirty Five Thousand (\$35,000.00) Dollars to be paid in one payment within ninety (90) days of the Effective Date and upon the anniversary of the Effective Date for the additional period to Lessor or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition. In the event Licensee terminates this agreement before the expiration of the Lease Term, no pro rata abatement/refund of prepaid rent will be required to be paid by the Lessor to the Licensee.

5. Lessor and Licensee shall indemnify and hold the other, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage, The Licensee shall provide a certificate of insurance to the Lessor as proof

of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensors covenants that Licensee, upon paying the amount set forth herein and performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensors covenants that Licensors is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensors. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensors, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensors: The Township of Stafford
260 East Bay Avenue
Manahawkin, New Jersey 08050
Attention: James Moran, Township Administrator

Jerry J. Dasti, Esquire
Attorney for the Township of Stafford
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C.
620 W. Lacey Road
P.O. Box 1057
Forked River, New Jersey 08731

Licensee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

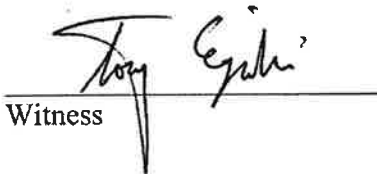

Witness

LICENSOR: The Township of Stafford

By:


James Moran, Township Administrator

**LICENSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless**


Witness

By:


Susan Peluso, Director
Network Field Engineering

1/24/18

EXHIBIT A

SITE MAP

24/7 Access to Proposed Equipment via Shopping Center Parking Lot Off Route 72

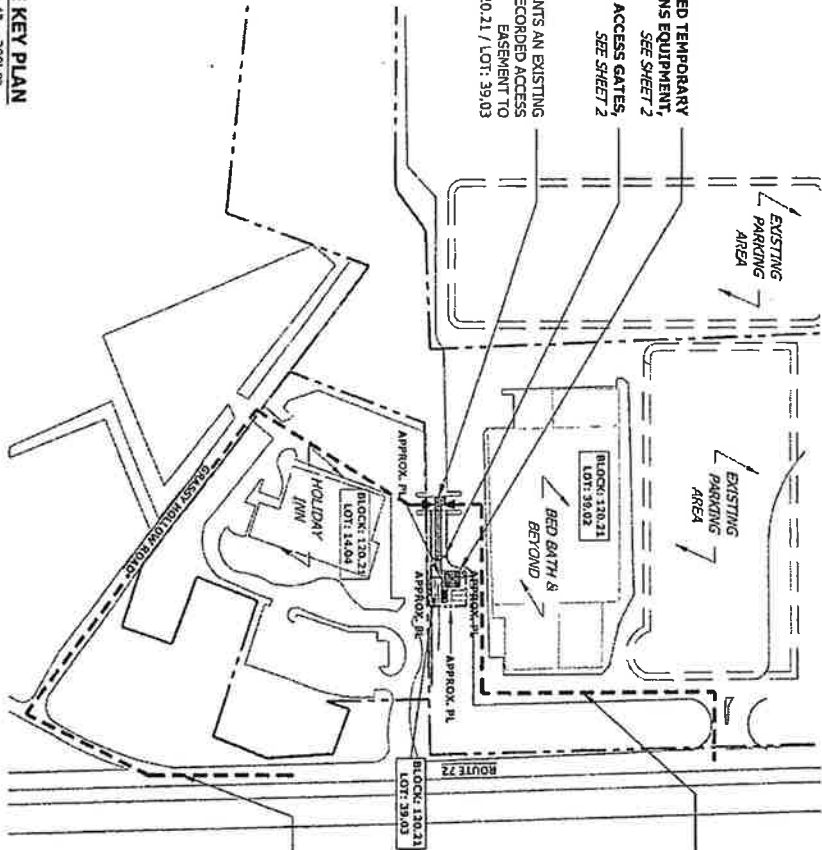
GENERAL NOTES

1. THE EXHIBIT AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY.
2. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES, ZONING APPROVALS AND WILL SUPERSEDE THE EXHIBIT.
3. TRUE NORTH DETERMINATION, GROUND PAVEMENT, ELEVATION, LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
4. THE LOCATIONS OF LICENSED TELEPHONE UTILITIES ARE BASED ON THE LOCATION OF THE EXHIBIT.
5. DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.
6. THE EXHIBIT IS CONCEPTUAL ONLY AND ARE NOT FOR CONSTRUCTION.

SITE INFORMATION

1. PROPERTY OWNER/LESSOR:
STAFFORD TOWNSHIP MUNICIPAL UTILITIES
180 EAST BAY AVENUE
POUGHKEEPS, NY 08650
2. LESSEE INFORMATION:
CELCO PARTNERSHIP
D/B/A VERIZON WIRELESS
3. SITE ADDRESS:
STAFFORD TOWNSHIP OLD PUMP STATION
STAFFORD TOWNSHIP, NEW JERSEY 08650
OCEAN COUNTY
4. TOWNSHIP ID:
BLOCK: 120.21
LOT: 39.03
ZONE: NE
5. SITE COORDINATES:
LOT: N 39°15' E 65' 15" W
DATION: N/A
SOURCE: GOOGLE EARTH
6. GROUND ELEVATION:
ASBL: 44-36 FT
DATION: N/A
SOURCE: GOOGLE EARTH

LESSEES PROPOSED TEMPORARY COMMUNICATIONS EQUIPMENT, SEE SHEET 2
NEW ACCESS GATES, SEE SHEET 2
DASHED LINE REPRESENTS AN EXISTING 11 FOOT WIDE RECORDED ACCESS EASEMENT TO BLOCK: 120.21 / LOT: 39.03



SCALE: 1" = 200'-0"



NO.	REVISION	DATE	BY	CHKD.
1	PRELIMINARY LEASE EXHIBIT			
2	FINAL LEASE EXHIBIT			
3	REV 1. FINAL LEASE EXHIBIT			
4	REV 2. REMOVAL AND ACCESS NOTES			
5				
6				
7				
8				

FCA ARCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07028
O 973.726.7164 | F 973.726.7204
info@fcaarchitects.com

PROJECT: CELCO PARTNERSHIP
D/B/A VERIZON WIRELESS
NEW WIRELESS COMMUNICATIONS FACILITY
"OCC MANAHAWKIN RT 72 TEMP"
STAFFORD TOWNSHIP, NEW JERSEY 08650
BLOCK: 120.21 LOT: 39.03
OCEAN COUNTY

LEASE EXHIBIT
SEARCH AREA:
OCC MANAHAWKIN RT 72 TEMP
CANDIDATE:
STAFFORD TOWNSHIP
OLD PUMP STATION

PROJECT NUMBER:
VER13217
DATE:
11/09/17
SHEET 1 OF 4

1	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
2	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
3	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
4	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
5	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
6	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
7	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
8	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
9	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079
10	11/09/17	PROPOSED LEASE EXHIBIT	MD	Uc. 19079

FCA ARCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
973-726-1161 | 973-726-7204
fca@fcaarchitects.com

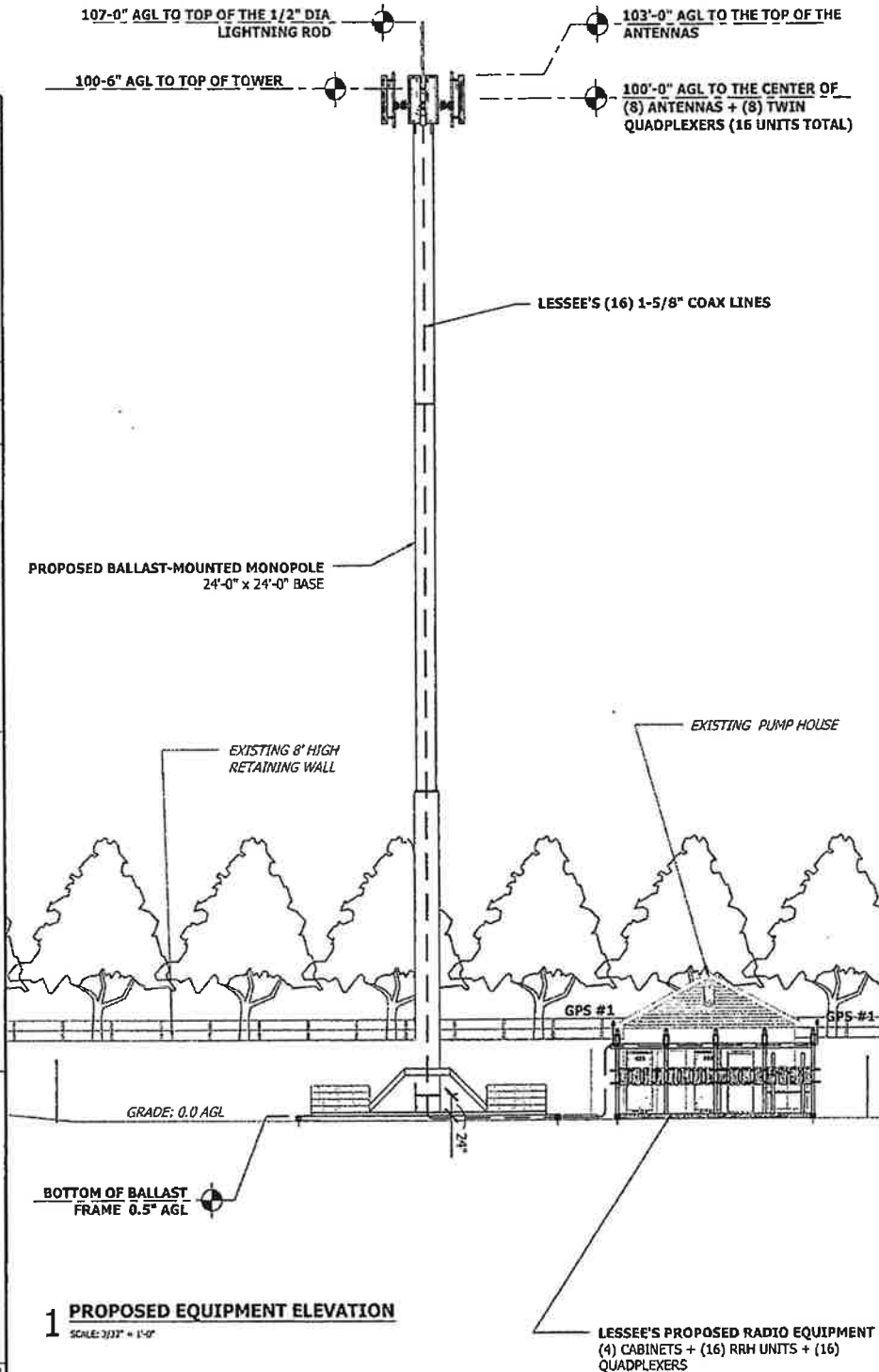
PROJECT: CULLO PARTNERSHIP
NEW WIRELESS COMMUNICATIONS FACILITY
"OCC MANAHAWKIN RT 72 TEMP"
STAFFORD TOWNSHIP OLD PUMP STATION,
BLOCK 120.21 LOT 39.03
OCEAN COUNTY

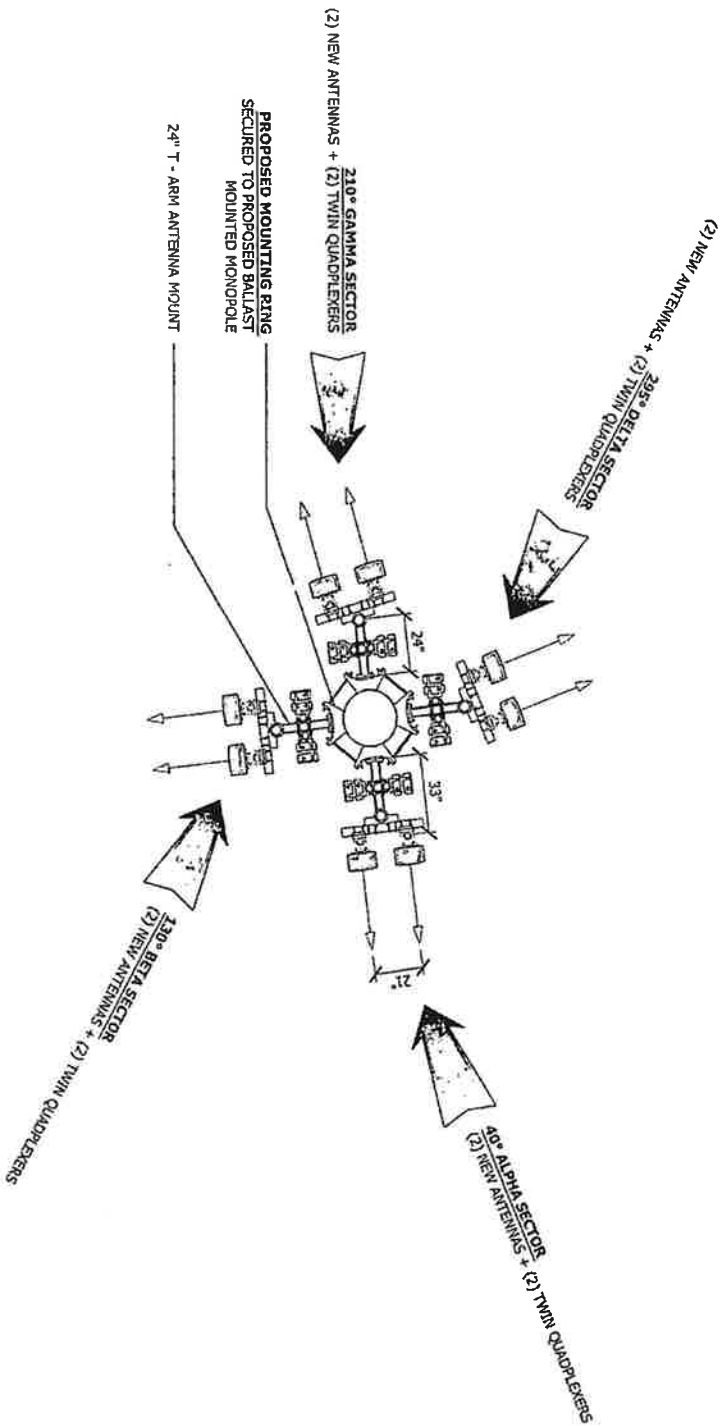
LEASE EXHIBIT
SEAL: 11/09/17
OCC MANAHAWKIN RT 72 TEMP
STAFFORD TOWNSHIP
OLD PUMP STATION

PROJECT NUMBER:
VER13217

DATE:
11/09/17

SHEET 3 OF 4





PROPOSED ANTENNA PLAN
 NORTH SCALE 1/4" = 1'-0"

1	PRELIMINARY (LEASE EXHIBIT)	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079	PROJECT:	CELCO PARTNERSHIP DUBLA VENTURE WIRELESS NEW WIRELESS FACILITY OCC MANAHAWKIN RT 72 TEMP. STAFFORD TOWNSHIP OLD PUMP STATION, STAFFORD TOWNSHIP NEW JERSEY 08060 BLOCK 120.21 LOT 39.03 OCEAN COUNTY	CANDIDATE: STAFFORD TOWNSHIP OLD PUMP STATION	PROJECT NUMBER: VER13217 DATE: 11/09/17 SHEET 4 OF 4
2	PRELIMINARY (LEASE EXHIBIT)	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
3	REV 1 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
4	REV 2 REDRAW AND ACCESS NOTES	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
5	REV 3 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
6	REV 4 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
7	REV 5 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
8	REV 6 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				
9	REV 7 FINAL LEASE EXHIBIT	RC	RC	PA	LIC. #02403655	MD	LIC. #09-19079				

FCA ARCHITECTS
 350 Clark Drive | Suite 304 | Mount Olive, NJ 07028
 O 973-726-7164 | F 973-726-7204
 fcaarchitects@fcaarchitects.com

MA Lic. #32346
 NJ Lic. #13753
 NY Lic. #02939-1
 PA Lic. #02403655

DASTI, MURPHY, McGUICKIN, ULAKY, KOUTSOURIS & CONNORS

JERRY J. DASTI
GEORGE F. MURPHY, JR. † ◇
GREGORY P. McGUICKIN
ROBERT E. ULAKY † >
CHRISTOPHER J. CONNORS
CHRISTOPHER K. KOUTSOURIS Δ ∞
CHRISTOPHER J. DASTI
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Fed Id #22-3450668

TELEPHONE NUMBERS

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(732) 295-3000
(609) 918-1292

Of Counsel

ELIZABETH MACKOLIN DASTI >

WRITER'S E-MAIL: jdasti@dmmlawfirm.com

† CERTIFIED CIVIL TRIAL ATTY

∞ CERTIFIED MUNICIPAL COURT
LAW ATTORNEY

‡ MEMBER, NATIONAL ACADEMY OF
ELDER LAW ATTORNEYS, INC

◇ MEMBER NJ AND FLA BAR

> MEMBER NJ AND PA BAR

Δ MEMBER NJ AND NY BAR

February 7, 2018

FACSIMILE NUMBERS

(609) 971-7093

(732) 349-1590

Real Estate: (609) 971-6176

PLEASE REFER TO:

Stafford Township
GL-26611

Linda Martin, Acting Township Clerk
Township of Stafford
260 East Bay Avenue
Manahawkin, New Jersey 08050

RECEIVED

FEB 12 2018

CLERKS OFFICE

RE: Verizon Wireless Lease Agreement
Site: OCC Manahawkin RT 72 COW
Site: Cell Tower behind Municipal Building

Dear Ms. Martin:

With regard to the captioned matter, I have enclosed the original, fully executed Agreement recently received from Richard D. Stanzione, Esquire, attorney for Verizon Wireless, for your records.

In the event you should have any further questions or I can be of additional assistance, please do not hesitate to contact our office.

Very truly yours,

JERRY J. DASTI

JJD/lh

Enclosure

Cc: James Moran, Township Administrator (w/enclosure) via email

SITE NAME: OCC Manahawkin RT 72 COW

SITE NUMBER:

ATTY/DATE: Richard D. Stanzione, Esq. 11.14.17

AGREEMENT

This Agreement made this 24th day of January, 2018, between The **TOWNSHIP OF STAFFORD**, a Municipal Corporation of the State of New Jersey, with an address at 260 East Bay Avenue, Manahawkin, New Jersey 08050, (hereinafter referred to as "Licensor") and **CELLCO PARTNERSHIP, d/b/a Verizon Wireless**, with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 1250 SF parcel which is a portion of Block 120.21 Lot 39.03 as shown on the Township of Stafford tax map which parcel is hereinafter referred to as the "Property", which is described further on **Exhibit A** attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on **Exhibit A** attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Access to the site shall be in accordance with the access provided on Sheet 1 and 4 ("Lease Exhibit") dated December 11, 2017, which is attached hereto and made a part hereof.

2. The term of this Agreement shall be for a period of one (1) year and shall be effective on the first (1st) day of the month in which this Agreement is executed by all parties (the "Effective Date"). This Agreement will renew automatically thereafter for an additional period of one (1) year on the anniversary of the Effective Date unless written cancellation is received by either party within thirty (30) days of the anniversary date of this Agreement.

3. The Licensee shall pay to the Licensor an annual fee of Thirty Five Thousand (\$35,000.00) Dollars to be paid in one payment within ninety (90) days of the Effective Date and upon the anniversary of the Effective Date for the additional period to Lessor or to such other person, firm or place as the Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition. In the event Licensee terminates this agreement before the expiration of the Lease Term, no pro rata abatement/refund of prepaid rent will be required to be paid by the Licensor to the Licensee.

5. Licensor and Licensee shall indemnify and hold the other, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage, The Licensee shall provide a certificate of insurance to the Licensor as proof

of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensors covenants that Licensee, upon paying the amount set forth herein and performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensors covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensors: The Township of Stafford
260 East Bay Avenue
Manahawkin, New Jersey 08050
Attention: James Moran, Township Administrator

Jerry J. Dasti, Esquire
Attorney for the Township of Stafford
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C.
620 W. Lacey Road
P.O. Box 1057
Forked River, New Jersey 08731

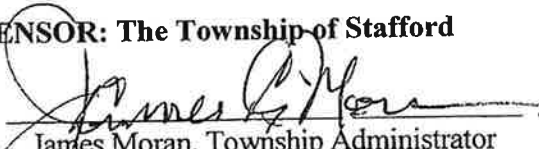
Licensee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.



Witness

LICENSOR: The Township of Stafford

By: 

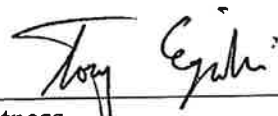
James Moran, Township Administrator

**LICENSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

By: 

Susan Peluso, Director
Network Field Engineering

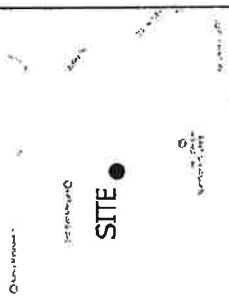
1/24/18



Witness

EXHIBIT A

SITE MAP



SITE

GENERAL NOTES

1. THE EXHIBIT AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY.
2. FINAL CONSTRUCTION DIMENSIONS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES, ZONING APPROVALS AND WILL SUPERSEDE THE EXHIBIT.
3. THE EXHIBIT IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. THE EXHIBIT IS NOT A FINAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION.
4. THE LOCATION OF UTILITIES IS BASED ON THE LOCATION OF UTILITIES SHOWN ON THE EXHIBIT. THE LOCATION OF UTILITIES IS NOT A FINAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION.
5. DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.
6. THE EXHIBIT IS CONCEPTUAL ONLY AND ARE NOT FOR CONSTRUCTION.

SITE INFORMATION

1. PROPERTY OWNER/LESSOR:
STAFFORD TOWNSHIP MUNICIPAL UTILITIES
260 EAST BAY AVENUE
MANAHAWKIN, NJ 08050
2. LESSEE INFORMATION:
CELCO PARTNERSHIP
D/B/A VERIZON WIRELESS
3. SITE ADDRESS:
STAFFORD TOWNSHIP OLD PUMP STATION
STAFFORD TOWNSHIP, NEW JERSEY 08050
OCEAN COUNTY
4. TOWNSHIP ID:
BLOCK: #120.21
LOT: #39.03
ZONE: R-1C
5. SITE COORDINATES:
LAT: N 39°41'46.87"
LONG: W 74°55'41.15"
DATUM: NAD 83
SOURCE: GOOGLE EARTH
6. GROUND ELEVATION:
ELEVATION: 10 FT
DATUM: NAVD 83
SOURCE: GOOGLE EARTH

SITE KEY PLAN
SCALE: 1" = 200'-0"



FCA ARCHITECTS

350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7161 | F 973-726-7204
fcolauda@fcaarchitects.com
Frank Colauda Architects, Inc.
NJ Lic. #13753 MA Lic. #32346
NY Lic. #029379-1 MD Lic. #044-19079
PA Lic. #RA-003655

PROJECT:
CELCO PARTNERSHIP
D/B/A VERIZON WIRELESS
NEW WIRELESS COMMUNICATIONS FACILITY
"OCC MANAHAWKIN RT 72 TEMP"
STAFFORD TOWNSHIP OLD PUMP STATION
STAFFORD TOWNSHIP, NEW JERSEY 08050
BLOCK: 120.21 LOT: 39.03
OCEAN COUNTY

LEASE EXHIBIT

SEARCH AREA:
OCC MANAHAWKIN RT 72 TEMP

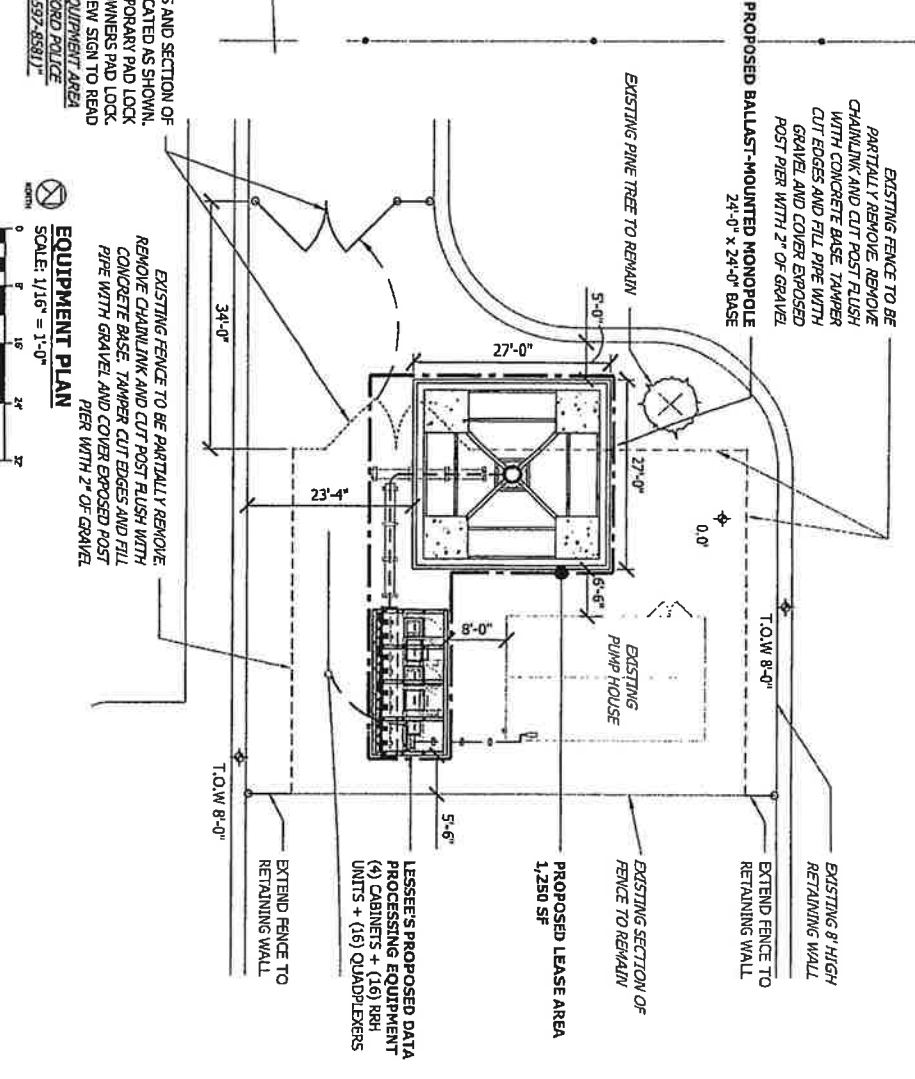
DATE:
11/09/17

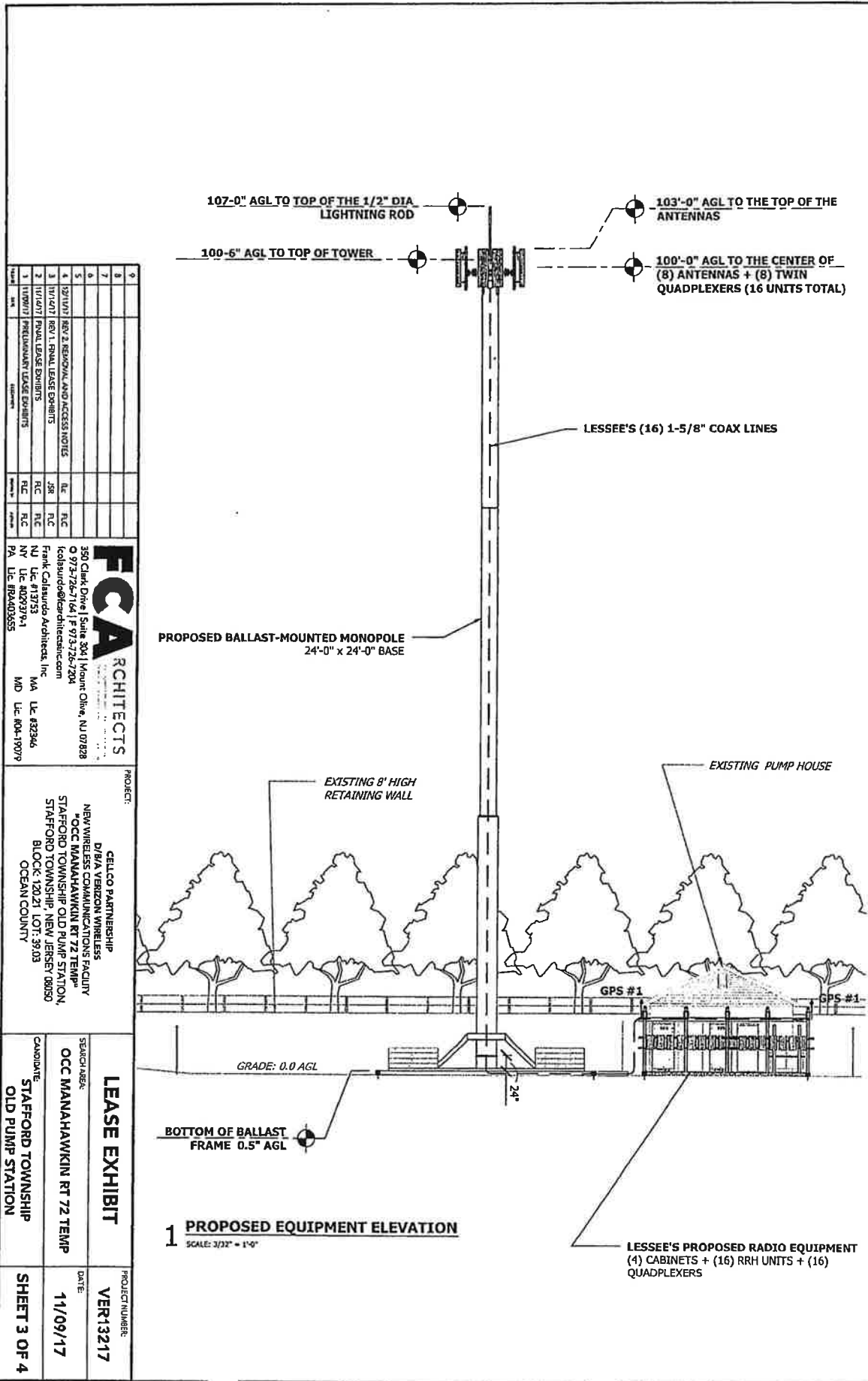
CANDIDATE:
**STAFFORD TOWNSHIP
OLD PUMP STATION**

PROJECT NUMBER:

VER13217

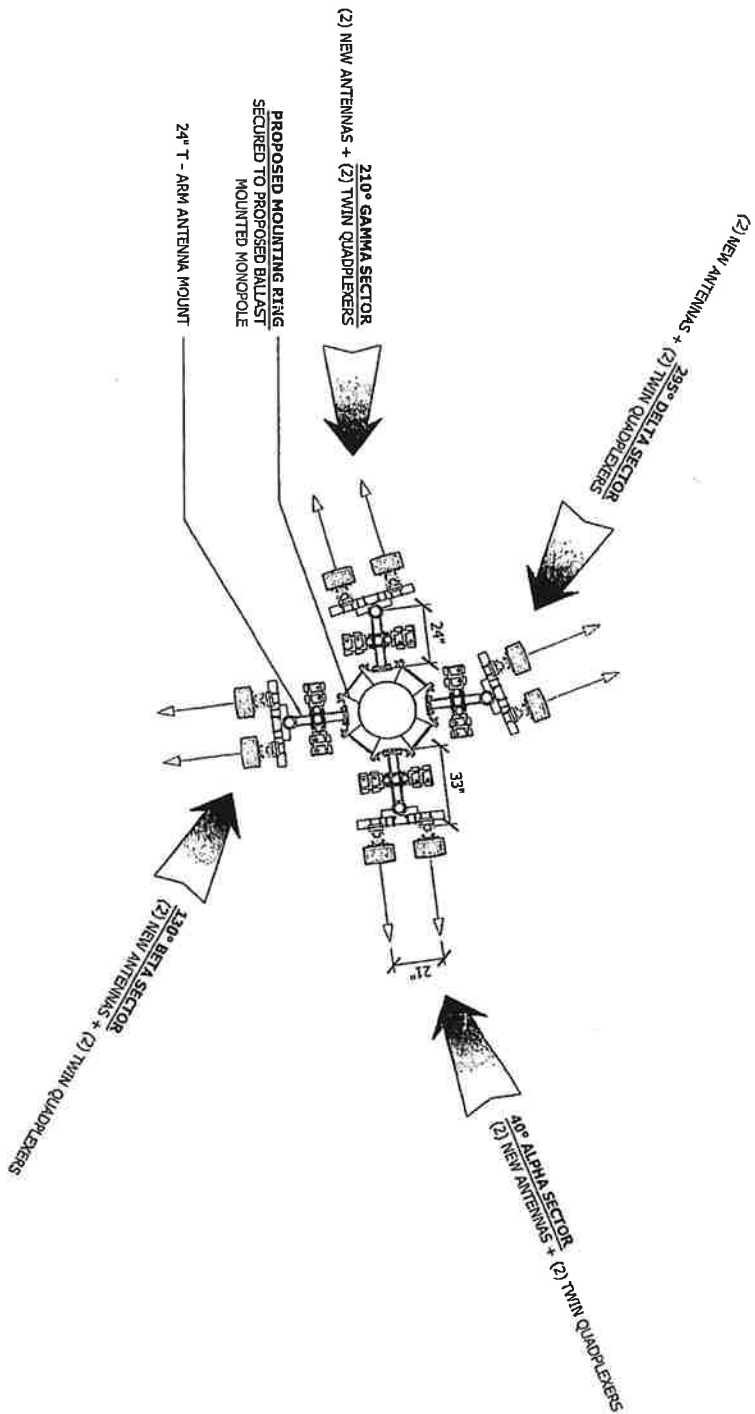
SHEET 1 OF 4

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PROJECT:		CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS NEW WIRELESS COMMUNICATIONS FACILITY OCC MANAHAWKIN RT 72 TEMP STAFFORD TOWNSHIP OLD PUMP STATION, BLOCK 120.21 LOT: 39.03 OCEAN COUNTY	
LEASE EXHIBIT		PROJECT NUMBER: VER13217	
CANDIDATE: STAFFORD TOWNSHIP OLD PUMP STATION		DATE: 11/09/17	
SHEET 3 OF 4			



PROPOSED ANTENNA PLAN

NORTH

SCALE: 1/4" = 1'-0"

1	11/09/17	PRELIMINARY LEASE EXHIBITS	PA	Lic. #B2403355	MD	Lic. #04-19079	PROJECT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS NEW WIRELESS COMMUNICATIONS FACILITY "OCC MANAHAWKIN RT 72 TEMP" STAFFORD TOWNSHIP OLD PUMP STATION, STAFFORD TOWNSHIP, NEW JERSEY 08050 BLOCK 120.21 LOT: 39.03 OCEAN COUNTY	LEASE EXHIBIT	PROJECT NUMBER: VER13217
2	11/14/17	FINAL LEASE EXHIBITS	NY	Lic. #13735	MA	Lic. #82346				
3	11/14/17	FINAL LEASE EXHIBITS	NY	Lic. #13735	MA	Lic. #82346				
4	12/11/17	REV 2 REWORK AND ACCESS NOTES	NY	Lic. #13735	MA	Lic. #82346				
5			NY	Lic. #13735	MA	Lic. #82346				
6			NY	Lic. #13735	MA	Lic. #82346				
7			NY	Lic. #13735	MA	Lic. #82346				
8			NY	Lic. #13735	MA	Lic. #82346				
9			NY	Lic. #13735	MA	Lic. #82346				

FCA ARCHITECTS

390 Clark Drive | Suite 304 | Mount Olive, NJ 07828
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 fcaarchitects@fcaarchitects.com

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 NJ Lic. #13735
 NY Lic. #029379-1
 PA Lic. #B2403355

MD Lic. #04-19079

SEARCH AREA:
OCC MANAHAWKIN RT 72 TEMP

CANDIDATE:
STAFFORD TOWNSHIP
OLD PUMP STATION

SHEET 4 OF 4