BOROUGH OF SPRING LAKE
COUNTY OF MONMOUTH

R-18-097

RESOLUTION – AUTHORIZING AMENDMENT OF AGREEMENT FOR T-MOBILE NORTHEAST, LLC – COMMUNICATIONS SITE AGREEMENT

BE IT RESOLVED, that the Mayor of the Borough of Spring Lake be and hereby is authorized to sign the Amendment No. 4 to Standard Lease Agreement – Water Tank Upgrade/Capacity an Agreement with the T-Mobile Northeast, LLC for the Communications Site Agreement.

MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on May 22, 2018.

DINA M. ZAHORSKY, BOROUGH CLERK

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MR. DRASHEFF		✓	✓			
MR. ERBE			✓			
MR. JUDGE	✓		✓			
MR. FROST					✓	
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on May 22, 2018.

Borough Clerk

T-Mobile

4 Sylvan Way
Parsippany, NJ 07054
(203) 520-4557 (telephone)
Dana.Clelford@T-Mobile.com

30 May 2018

VIA UPS GROUND
Borough of Spring Lake
Dina M. Zahorsky, Borough Clerk
423 Warren Avenue
Spring Lake, NJ 07762

Re: **NJ08115A – Amendment No. 4 to Standard Lease Agreement – Water Tank Antenna Upgrade/Capacity**

Dear Dina:

Enclosed is (1) fully executed original of the above-referenced amendment for your records.

I have also enclosed T-Mobile's property management contact information should you have an issue in the future regarding T-Mobile's installation.

Thanks very much and please contact me with any concerns or questions.

Best regards,

Dana L. Clelford
Leasing Specialist Contractor

T · ·Mobile·

ATTACHED ARE FULLY EXECUTED ORIGINALS FOR YOUR RECORDS.

SHOULD YOU HAVE ANY QUESTIONS PLEASE REACH OUT TO T-MOBILE PROPERTY MANAGEMENT AT:

PropertyManagement@T-Mobile.com or 877-373-0093.

PLEASE MAKE SURE TO REFERENCE THE T-MOBILE SITE ID NUMBER, WHICH IS LOCATED IN THE FOOTER OF THE ATTACHED AGREEMENT. (NJ08115A)

THANK YOU.

AMENDMENT NO. 4 TO STANDARD LEASE AGREEMENT

This Fourth Amendment to Standard Lease Agreement ("**Fourth Amendment**") is made by and between **BOROUGH OF SPRING LAKE**, a New Jersey corporation ("**Lessor**") and **T-MOBILE NORTHEAST LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., ("**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain **Standard Lease Agreement dated September 3, 1999**, as amended by Amendment No. 1 to Standard Lease Agreement dated January 10, 2001, Amendment No. 2 to Standard Lease Agreement dated June 22, 2001, and by Amendment No. 3 to Standard Lease Agreement dated July 1, 2003, (collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain space on the Water Tank (the "**Water Tank**") on the property located at **Fifth and Salem Avenues, Spring Lake, Monmouth County, New Jersey 07762, Block 26, Lot 1**, (the "**Property**");

WHEREAS, Lessor and Lessee desire to amend the Agreement as follows;

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Fourth Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. **Equipment Modification**. The Installation (the "**Antenna Facilities**") are modified as shown in the attached Exhibit B-2, which is incorporated herein by this reference. All references to Exhibit B-1 are hereby augmented by Exhibit B-2. In the event the Agreement requires Lessor approval of Lessee's modifications to the Antenna Facilities, Lessor hereby approves such modifications shown in the attached Exhibit B-2. Notwithstanding Exhibit B-2, Lessee shall retain equipment entitlements as set forth in Exhibit B-1.

2. **Relocation for Water Tank Maintenance**. Tenant agrees to cooperate with and accommodate any normal and routine service or maintenance (including but not limited to the preparation and containment for painting) of the Water Tank situated on the Premises. Such repair and/or renovation shall be completed by Landlord at Landlord's sole cost in an expeditious manner so as to minimize disruption of Tenant's use of the Premises. Any special accommodation required to protect or dismount equipment owned by Tenant will be an expense borne by Tenant, provided that Landlord shall give Tenant ninety (90) days written notice of any such service or maintenance. Tenant shall not be required to dismount its equipment more than once during the term of this Lease. In the event damage is caused to Tenant's equipment or personal property by the negligence or willful conduct of Landlord's agents, employees, contractors or subcontractors, the cost of repairing such damage shall be borne by Landlord who shall, upon notice and documentation of

loss provided by Tenant, promptly reimburse the cost of repairing such damage. Should Landlord and Tenant agree that the scheduled service or maintenance of the Water Tank will prevent Tenant from using the Water Tank as Tenant's Antenna Facilities, and that it is more reasonable for Tenant to relocate temporarily rather than leave in place and protect its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and in such event, Tenant shall not be required to pay Rent to Landlord during the period that Tenant operates a temporary antenna facility on the Property. Notwithstanding anything to the contrary in this Agreement, and in accordance with the provisions of Section 2(d) of the Agreement, Tenant shall have the continuing right to access the Premises and its Antenna Facilities while Landlord performs service or maintenance on the Water Tank.

3. **Notices**. The notice address for Lessee shall be updated as follows:

   LESSEE:
   T-Mobile USA, Inc.
   12920 SE 38th Street
   Bellevue, Washington 98006
   Attn: Property Management
   Site No.: NJ08115A

4. **Consent and Authority**. Lessor represents and warrants to Lessee that the consent or approval of a Fourth party has either been obtained or is not required with respect to the execution of this Fourth Amendment. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Fourth Amendment.

5. **Successor and Assigns**. This Fourth Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. **Full Force and Effect**. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Fourth Amendment conflicts with the terms of the Agreement, the terms and provisions of this Fourth Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Fourth Amendment.

7. **Execution of Duplicate Counterparts is Deemed an Original**. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed facsimile and electronic copies of this Fourth Amendment shall legally bind the Lessor and Lessee to the same extent as original documents.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day and year last written below.

LESSOR **Borough of Spring Lake**		**LESSEE** **T-Mobile Northeast LLC**	
By:	Jennifer Naughton	By:	
Name:	Jennifer Naughton	Name:	
Title:	Mayor	Title:	
Date:	5/22/2018	Date:	

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day and year last written below.

LESSOR		LESSEE	
Borough of Spring Lake		T-Mobile Northeast LLC	
By:	Jennifer Naughton	By:	
Name:	Jennifer Naughton	Name:	Soufiane Toury
Title:	Mayor	Title:	Director, Engineering & Operations New Jersey Market
Date:	5/23/18	Date:	5/24/18

EXHIBIT B-2

SEE ATTACHED.

T-Mobile
NORTHEAST LLC
DELAWARE LIMITED LIABILITY COMPANY
4 SYLVAN WAY, PARSIPPANY, NJ 07054

APPROVAL REVIEW FORM

JEFF COOK
CLIENT IMPLEMENTATION MANAGER DATE

- APPROVED ☐
- APPROVED AS NOTED ☐
- DISAPPROVED/ REVISE ☐
- PROCEED WITH CD'S ☐
- SEND S/S'DS FOR FILING ☐

RAUL RODRIGUEZ
PROJECT MANAGER DATE

- APPROVED ☐
- APPROVED AS NOTED ☐
- DISAPPROVED/ REVISE ☐

DEPAK PATEL
RF ENGINEER DATE

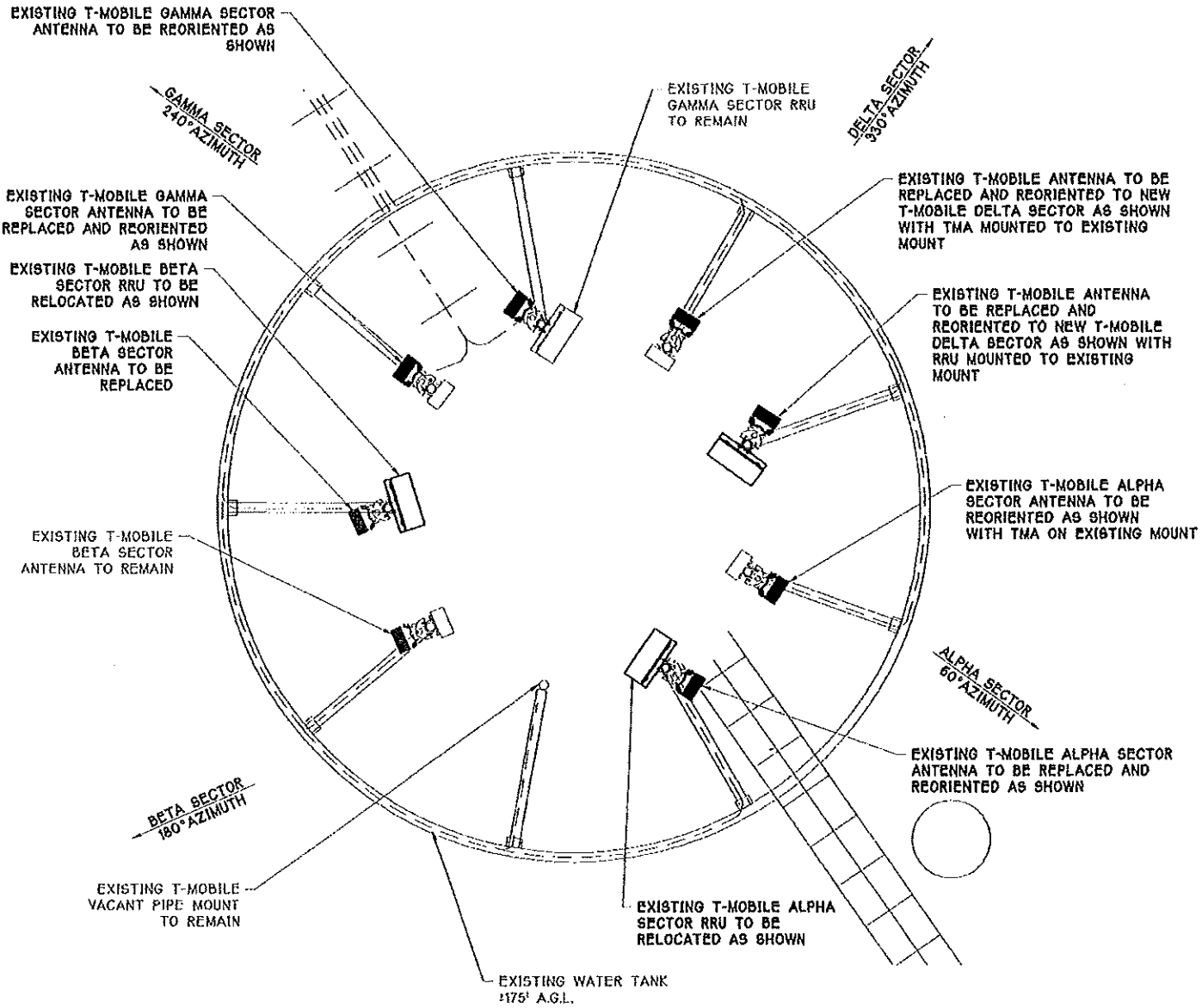
- APPROVED ☐
- APPROVED AS NOTED ☐
- DISAPPROVED/ REVISE ☐

DANA CLELFORD
SITE ACQUISITION DATE

- APPROVED ☐
- APPROVED AS NOTED ☐
- DISAPPROVED/ REVISE ☐

LEASE EXHIBITS ARE A CONCEPTUAL REPRESENTATION OF EXISTING AND PROPOSED FACILITIES. THEY ARE NOT TO BE USED FOR CONSTRUCTION

Skynet Wireless Group In affiliation with Skynet Design Group Corp. 205 ROUTE 46 WEST SUITE 10 TOTOWA, NJ 07512	CLIENT: T-Mobile NORTHEAST LLC DELAWARE LIMITED LIABILITY COMPANY 4 SYLVAN WAY, PARSIPPANY, NJ 07054 THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGTHED OMNIPOINT FACILITIES NETWORK 2, LLC ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.	NO. / DATE REVISIONS	PROJECT NO: SK-8115 PROJECT: NJ08115A 501 5TH AVENUE SPRING LAKE, NJ 07762 DWG TITLE: APPROVAL REVIEW FORM	CHECKED: AD DRAWN BY: CDC DATE: 1/22/18	DWG NO: LE-0



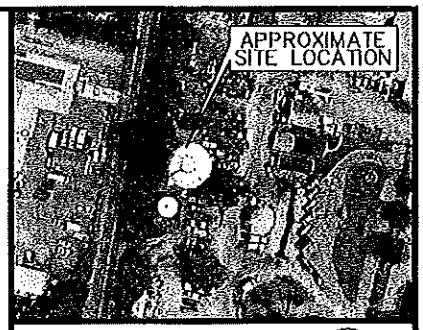
NORTH

1 LE-2 PROPOSED ANTENNA LAYOUT

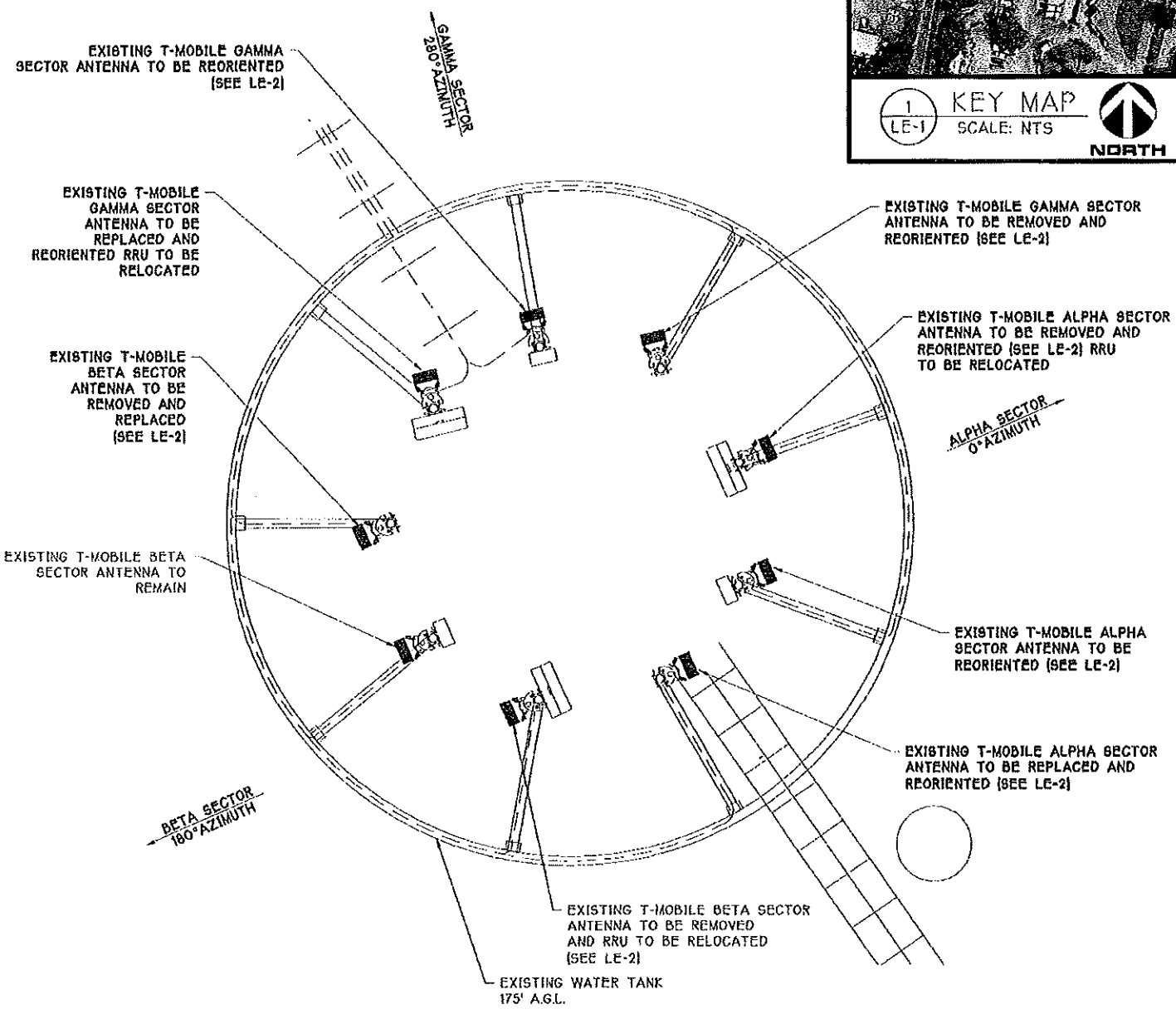
SCALE: 1/4"=1'-0"

LEASE EXHIBITS ARE A CONCEPTUAL REPRESENTATION OF EXISTING AND PROPOSED FACILITIES, THEY ARE NOT TO BE USED FOR CONSTRUCTION

Skynet Wireless Group In affiliation with Skynet Design Group Corp. 205 ROUTE 46 WEST SUITE 10 TOTOWA, NJ 07512	CLIENT: T-Mobile NORTHEAST LLC DELAWARE LIMITED LIABILITY COMPANY 4 SYLVAN WAY, PARSIPPANY, NJ 07054 THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGTHED OMNIPOINT FACILITIES NETWORK 2, LLC ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.	NO. / DATE REVISIONS	PROJECT NO: SK-8115 PROJECT: NJ08115A 501 5TH AVENUE SPRING LAKE, NJ 07762 DWG TITLE: PROPOSED ANTENNA LAYOUT	CHECKED: AD DRAWN BY: CDC DATE: 1/22/18	DWG NO: LE-2



1 LE-1 KEY MAP
SCALE: NTS
NORTH



NORTH

2 LE-1 EXISTING ANTENNA LAYOUT
SCALE: 1/4"=1'-0"

LEASE EXHIBITS ARE A CONCEPTUAL REPRESENTATION OF EXISTING AND PROPOSED FACILITIES. THEY ARE NOT TO BE USED FOR CONSTRUCTION

Skynet Wireless Group In affiliation with Skynet Design Group Corp. 205 ROUTE 46 WEST SUITE 10 TOTOWA, NJ 07512	CLIENT: T-Mobile NORTHEAST LLC DELAWARE LIMITED LIABILITY COMPANY 4 SYLVAN WAY, PARSIPPANY, NJ 07054 THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED OMNIPOINT FACILITIES NETWORK 2, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.	NO. / DATE REVISIONS	PROJECT NO: SK-8115 PROJECT: NJ08115A 501 5TH AVENUE SPRING LAKE, NJ 07762 DWG TITLE: EXISTING ANTENNA LAYOUT	CHECKED: AD DRAWN BY: CDC DATE: 1/22/18	DWG NO: LE-1

AMENDMENT NO. 5 TO STANDARD LEASE AGREEMENT

This **Fifth** Amendment to **Standard Lease Agreement** (**"Fifth Amendment"**) is made and entered into this 2 day of April, 2019 by and between **BOROUGH OF SPRING LAKE**, a New Jersey corporation ("Lessor") and **T-MOBILE NORTHEAST LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Facilities Network 2, LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., a Delaware corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain **Standard Lease Agreement dated September 3, 1999**, as amended by Amendment No. 1 to Lease Agreement dated January 10, 2001, as amended by Amendment No. 2 to Lease Agreement dated June 22, 2001, as amended by Amendment No. 3 to Standard Lease Agreement dated July 1, 2003, as amended by Amendment No. 4 to Standard Lease Agreement dated May 24, 2018 (collectively, the **"Agreement"**) whereby Lessor leases to Lessee certain space on the Water Tank on the property located at **Fifth and Salem Avenues, Spring Lake, Monmouth County, New Jersey 07762, Block 26, Lot 1 (the "Property")**.

WHEREAS, Lessor hereby agrees that Lessee has complied with all the covenants, terms and conditions of the Agreement; and

WHEREAS, Lessor and Lessee now desire to amend certain terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. **Equipment Modification.** Lessor agrees that Lessee shall have the right to modify its equipment on the Property as shown in the attached Exhibit B-3, which is incorporated herein by this reference. The parties agree that the equipment identified on Exhibit B-3 to this Fifth Amendment shall be considered part of PCS and Installation. Notwithstanding anything to the contrary contained in Amendment No. 4 to Standard Lease Agreement, the parties agree that the equipment set forth on Exhibit B-2 to Amendment No. 4 to Standard Lease Agreement shall be considered part of PCS and Installation.

2. **Consent and Authority.** Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Fifth Amendment. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Fifth Amendment.

3. **Successor and Assigns.** This Fifth Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

4. **Full Force and Effect.** Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Fifth Amendment.

5. **Execution of Duplicate Counterparts is Deemed an Original.** This Fifth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed facsimile and electronic copies of this Fifth Amendment shall legally bind the Lessor and Lessee to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the day and year last written below.

LESSOR **BOROUGH OF SPRING LAKE**	**LESSEE** **T-MOBILE NORTHEAST LLC**
By: W. Bryan Jeffery	By:
Name: Borough of Spring Lake	Name: Soufiane Toury
Title: Borough Administrator	Title: Director, Engineering & Operations
Date: 4/2/19	Date: New Jersey Market 4/8/19

EXHIBIT B-3

SEE ATTACHED

Site Number: NJ08115A
Site Name: Spring Lake
Market: New Jersey

T··MOBILE·
NORTHEAST LLC
a Delaware Limited Liability Company

SPRING LAKE - NJ08115A
FIFTH & SALEM AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK 26, LOT 1

SCOPE OF WORK

- UPGRADE EXISTING TELECOMMUNICATIONS FACILITY
- REPLACE FOUR (4) EXISTING PANEL ANTENNAS AND FOUR (4) RRUS, AND INSTALL FOUR (4) NEW PANEL ANTENNAS, FOUR (4) RRUS, AND TWO (2) ADDITIONAL 6-12 INCH FIBER CABLES MOUNTED ON AN EXISTING MAST ON TOWER

CONTACT INFORMATION

PROJECT MANAGER: JOHN WANG

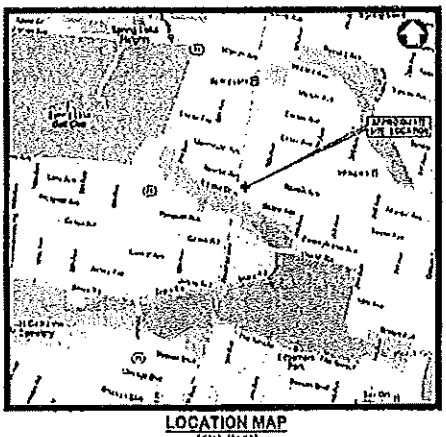
RF ENGINEER: M.SHAH

DIRECTIONS TO SITE:

1. TAKE EXIT SOUTH TO EXIT 31 FOR SALEM EAST TOWARD SPRINGLAKE.
2. FOLLOW TO EXIT FOR 5TH STREET.
3. TAKE EXIT TO FOR GARDEN STATE PARKWAY SOUTH.
4. AT EXIT 98 TAKE RAMP RIGHT FOR 64 34 TOWARD POINT PLEASANT.
5. AT ROUNDABOUT TAKE 3RD EXIT ONTO OLD HIGHLANE ROAD
6. TURN RIGHT ONTO 35 S. TURN LEFT ONTO MONMOUTH AVE.
7. TURN RIGHT ONTO 5TH AVE.
8. SITE ENTRANCE IS LOCATED AT INTERSECTION OF 5TH AVE AND SALEM AVE.

SITE INFORMATION

SITE NAME/#:	NJ08115A
SITE ADDRESS:	FIFTH & SALEM AVENUE SPRING LAKE, NJ 07762
OWNER:	BOROUGH OF SPRING LAKE<| FIFTH & WARREN AVENUE SPRING LAKE, NJ 07762
APPLICANT:	T-MOBILE NORTHEAST LLC A DELAWARE LIMITED LIABILITY COMPANY 4 SYLVAN WAY PARSIPPANY, NEW JERSEY 07054 (973) 397-4006
BLOCK & LOT:	BLOCK 26, LOT 1
ZONE:	R-2 SINGLE FAMILY RESIDENTIAL
* LATITUDE:	40.1446 N (40.1 D)
* LONGITUDE:	-74.0346 (74.0 D)
* INTERPOLATED FROM USGS QUADRANGLE	



LOCATION MAP

SCALE: 1" = 1 MILE
GRAPHIC SCALE

UNCLEAR SITE
CONTACT CONSTRUCTION TO INCLUDE ACCESSIBLE WITH THE LAND & DUCTWORK ANALYSIS

CONTRACTOR TO VERIFY CONDITIONS OF THE EXISTING WIRELESS INSTALLATION PRIOR TO MODIFICATIONS. IF THE CONDITIONS ARE NOT AS PER THE ORIGINAL INSTALLATION OR THE SUPPORTING STRUCTURE HAS DETERIORATED, THE CONDITION MUST BE REPORTED IN RESULTS

DRAWING SCHEDULE

DWG #	DRAWING TITLE
C-01	COVER SHEET
A-01	SITE MAP AND NOTES
A-02	EQUIPMENT AND ANTENNA PLANS
A-03	ELEVATION
A-04	DETAILS
E-01	ELECTRICAL SPECIFICATIONS
E-02	ELECTRICAL DETAILS

SITE CONFIGURATION | 4Sec-67D92DB

FRENCH & PARRELLO ASSOCIATES

REV	DATE	REVISIONS DESCRIPTION
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]

T··MOBILE·
NORTHEAST LLC
a Delaware Limited Liability Company
4 SYLVAN WAY, PARSIPPANY, NJ 07054

APPROVALS

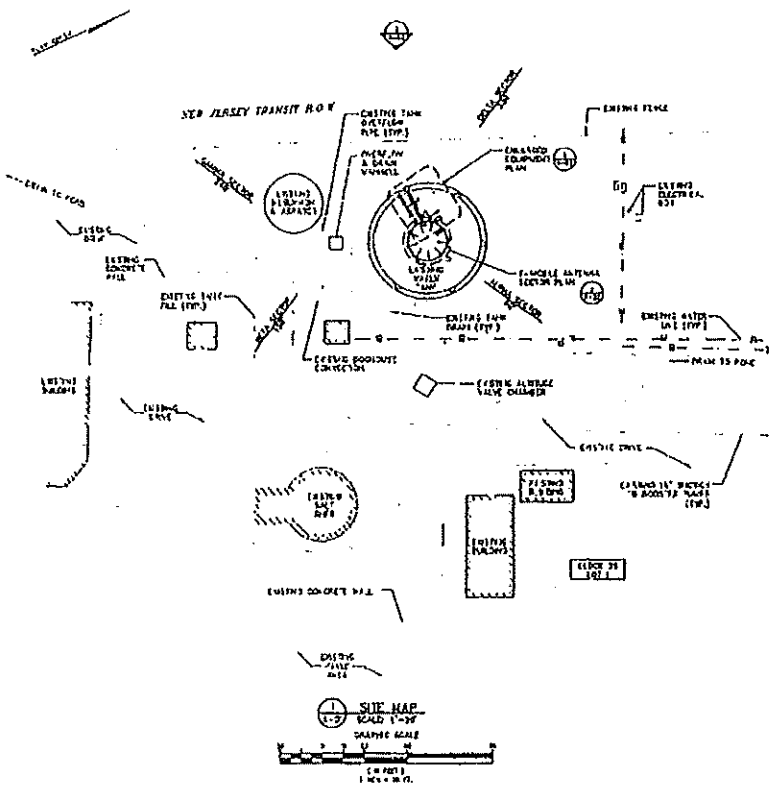
	SIGNATURE	DATE
LEASE		
OWNER/LANDLORD		
LEASING		
RF		
ZONING		
CONSTRUCTION		

SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK 26 LOT 1

COVER SHEET

DATE: [illegible] | SCALE: AS NOTED
DRAWN BY: [illegible] | SHEET #:
CHECKED BY: [illegible]
PROJECT: [illegible]

C-01



1. SUBJECT PROPERTY IS KNOWN AS BLOCK BLOCK 28, LOT 1 AS SHOWN ON THE BOROUGH OF SPRING LAKE TAX MAP AND IS LOCATED AT 2470 A VALLEY AVENUE, SPRING LAKE, NJ 07762.

2. APPLICANT: T-MOBILE
3 SOLUTIONS LANDING CAMPUS CONTINUE
C 35-10 RAT
PARSIPPANY, NEW JERSEY 07054
(973) 397-4600

PROPERTY OWNER: BOROUGH OF SPRING LAKE
PARK & WEMPO AVENUE
SPRING LAKE, NJ 07762

3. THE APPLICANT PROPOSES TO UPGRADE THEIR NETWORK BY REPLACING FOUR (4) EXISTING PANEL ANTENNAS AND FOUR (4) RRUS, AND INSTALLING FOUR (4) NEW PANEL ANTENNAS, FOUR (4) RRUS, AND TWO (2) ADDITIONAL 6x12 NOCK PANEL CABLES MOUNTED ON AN EXISTING MONOPOLE. THE USE IS A MOBILE COMMUNICATION TELECOMMUNICATIONS FACILITY AND IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY.

4. THE FACILITY SHALL BE VISITED ON THE AVERAGE OF ONCE A MONTH FOR MAINTENANCE AND SHALL BE MONITORED FROM A REMOTE FACILITY.

5. THE EXISTING SITE IS LOCATED AT LATITUDE OF 40°13'53.0"N AND LONGITUDE OF -74°03'57.0"W. THE HORIZONTAL DATUM ARE IN TERMS OF NORTH AMERICAN DATUM OF 1983 (NAD 83).

6. THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE VALID AS CONTRACTORS DOCUMENTS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND EACH OF THE DRAWINGS HAVE BEEN REVISED TO INDICATED "ISSUED FOR CONSTRUCTION".

7. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION FOR THE SITE IMPROVEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH:

7.A. CURRENT PREVAILING MUNICIPAL AND/OR COUNTY SPECIFICATIONS, STANDARDS AND REQUIREMENTS.
7.B. CURRENT PREVAILING UTILITY COMPANY AUTHORITY SPECIFICATIONS, STANDARDS AND REQUIREMENTS.

8. THE CONTRACTOR SHALL NOTIFY FRENCH & PARRELLO ASSOCIATES, P.A. IMMEDIATELY OF ANY FIELD CONDITIONS ENCOUNTERED DIFFERENT FROM THOSE REPRESENTED HEREON, AND/OR IF SUCH CONDITIONS VARY OR COULD REQUIRE THE SERVICE FROM THEREON INAPPROPRIATE AND/OR INEFFECTIVE.

9. THE CONTRACTOR IS RESPONSIBLE TO REPAIR, REPLACE AND/OR REPLACE ANY EXISTING STRUCTURES, UTILITIES OR LANDSCAPED AREA WHICH MAY BE DAMAGED DURING THE CONSTRUCTION OF THIS PROJECT.

10. THE CONSTRUCTION CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING ALL CONSTRUCTION STEPS AND METHODS. THE CONSTRUCTION CONTRACTOR IS ALSO RESPONSIBLE FOR ALL JOB SITE SAFETY.

11. SITE INFORMATION SHOWN TAKEN FROM CONTRACTOR DRAWINGS PREPARED BY FRENCH AND PARRELLO ASSOCIATES, P.A. DATED 09/06/2011.

12. AS CONSTRUCTED AS-BUILT INFORMATION SHOULD BE REVIEWED AS TO THE COMPLETENESS OR ACCURACY OF THE HORIZONTAL OR VERTICAL LOCATIONS. ALL FACILITIES UTILITIES THE CONTRACTOR SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION SHOWN PRIOR TO CONSTRUCTION ACTIVITIES.

13. ALL IMPROVEMENTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE TOWNSHIP ENGINEER AND MAY BE SUBJECT TO FURTHER REVISIONS PRIOR TO THE ISSUE OF ANY CONSTRUCTION.

FRENCH & PARRELLO ASSOCIATES

REV.	DATE	REVISIONS DESCRIPTION
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]

T-MOBILE NORTHEAST LLC
a Delaware Limited Liability Company
[illegible] WAY, PARSIPPANY, NJ 07054

APPROVALS

	SIGNATURE	DATE
TECHNICAL		
CONSTRUCTION/LAND DEVELOPMENT		
RF		
ZONING/CONSTRUCTION		

SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 28 LOT: 1

SITE MAP AND NOTES

DATE: [illegible]
SCALE: AS NOTED
DRAWN BY: [illegible]
CHECKED BY: [illegible]
PROJECT: [illegible]
SHEET: A-01

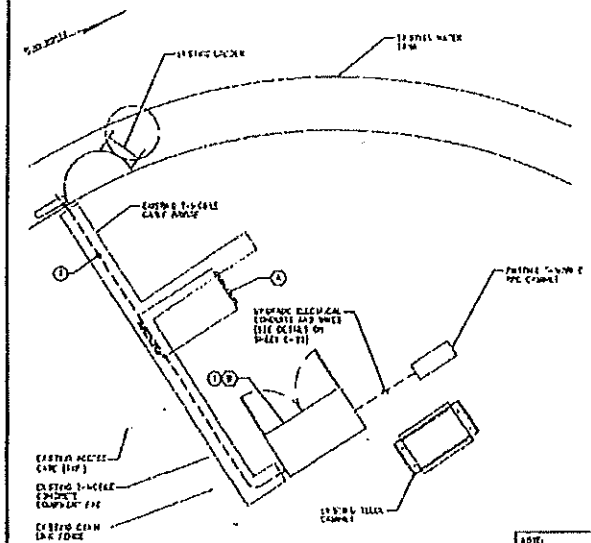
LEGEND

	DEMOLITION NOTES		INSTALLATION NOTES
A	[illegible]	1	[illegible]
B	[illegible]	2	[illegible]
C	[illegible]	3	[illegible]
D	[illegible]	4	[illegible]
E	[illegible]	5	[illegible]
		6	[illegible]
		7	[illegible]

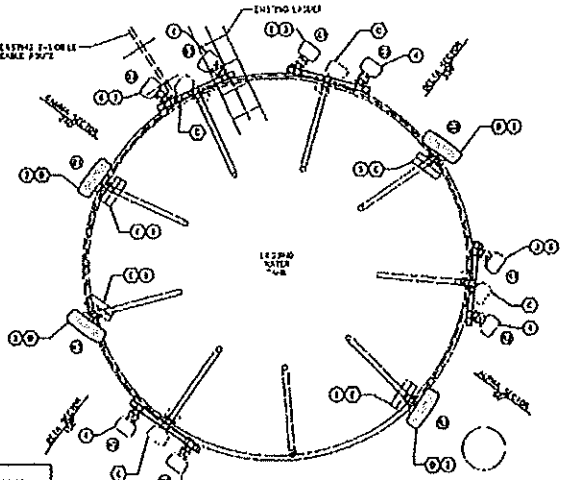
ANTENNA AND CABLE SCHEDULE

SECTOR	POSITION	EXISTING ANTENNAS	PROPOSED ANTENNA CONFIGURATION				ANTENNA A	AZIMUTH	CABLES	LOCATION TYPE	CABLE LENGTH
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	-	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	-	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
	[illegible]	-	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	-	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	

NOTES:
1. [illegible]
2. [illegible]



1 EQUIPMENT PLAN
SCALE 1"=1'
GRAPHIC SCALE



2 ANTENNA PLAN
SCALE 1"=1'
GRAPHIC SCALE

NOTE:
[illegible]

FRENCH & PARRELLO ASSOCIATES

[illegible]

T-MOBILE NORTHEAST LLC
[illegible]

APPROVALS

	SIGNATURE	DATE
TMOBILE		
CONSULTANT		
LANDLORD		
RF		
ZONING		
CONSTRUCTION		

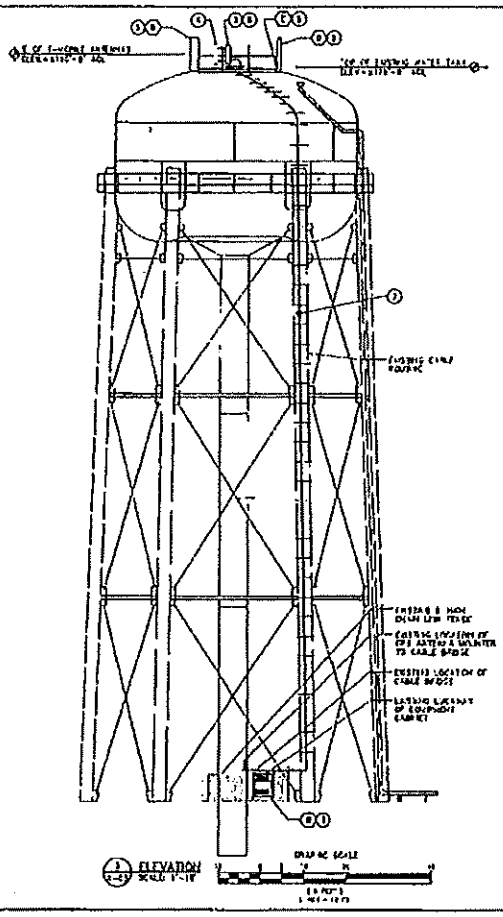
SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 26 LOT: 1

EQUIPMENT AND ANTENNA PLANS

DATE: [illegible]	SCALE: AS NOTED
DRAWN BY: [illegible]	SHEET #: A-02
CHECKED BY: [illegible]	
PROJECT MANAGER:	

LEGEND

	DEMOLITION NOTES		INSTALLATION NOTES
A	EXISTING TELCO CABINET TO REMAIN	1	INSTALL EXISTING CABINET WITH NEW CONNECTIONS IN ACCORDANCE WITH APPROVED LOCATION OF WORK
B	EXISTING TELCO CABINET TO REMOVE (SEE INSTALLATION NOTE 1)	2	INSTALL APPROXIMATELY 12'-0" WIDE ANTENNAS ON EXISTING MOUNT (TYP. OF 1 PER SECTOR, TOTAL OF 4)
C	EXISTING AWS SECTOR ANTENNAS AND RRUS TO BE REMOVED (TYP. OF 1 EA. PER SECTOR, TOTAL OF 4)	3	RELOCATED PCS SECTOR ANTENNAS AND RRUS TO BE PLACED ON NEW MOUNTING FRAME (TYP. OF 1 PER SECTOR, TOTAL OF 4) (SEE DETAIL 1/A-04)
D	EXISTING AWS SECTOR ANTENNAS (3 TY) ANTENNAS TO BE REMOVED (TYP. OF 1 PER SECTOR, TOTAL OF 4)	4	INSTALL AWS SECTOR ANTENNAS ON NEW ANTENNA FRAME (TYP. OF 1 PER SECTOR, TOTAL OF 4) (SEE DETAIL 1/A-04)
E	EXISTING RRUS TO BE REMOVED (TYP. OF 1 PER SECTOR, TOTAL OF 4)	5	INSTALL RRUS TYP. DETAILS ON NEW MAST (TYP. OF 1 PER SECTOR, TOTAL OF 1)
		6	INSTALL ANTENNA MOUNT PIPE (TYP. OF 1 PER SECTOR, TOTAL OF 4)
		7	INSTALL 6x12 HYBRID CABLES FROM EQUIPMENT TO ANTENNAS FOLLOWING EXISTING CABLE ROUTING (TYP. OF 1)



1 ELEVATION
SCALE 1"=10'

GRAPHIC SCALE

FPA
FRENCH & PARRELLO ASSOCIATES

SEAL

REVISIONS

NO.	DATE	DESCRIPTION

T-MOBILE NORTHEAST LLC

APPROVALS

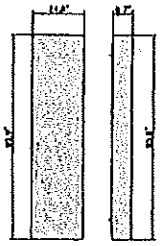
	SIGNATURE	DATE
T-MOBILE		
CHESTNAT/ARCADIS		
TELEPHONICS		
RF		
ZONING		
CONSTRUCTION		

SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 28 LOT: 1

ELEVATION

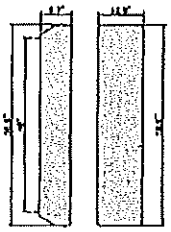
DATE
SCALE AS NOTED
DRAWN BY
CHECKED BY
PROJECT #

A-03



RFS APXVAARR24_43-U-NA20

1 DETAIL
2-S1 SCALE: N.T.S

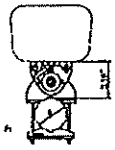


AIR32 B66A/B2A ANTENNA

1 DETAIL
2-S1 SCALE: N.T.S

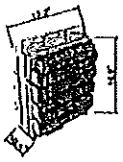
RFS ANTENNA MOUNT

3 DETAIL
2-S1 SCALE: N.T.S.



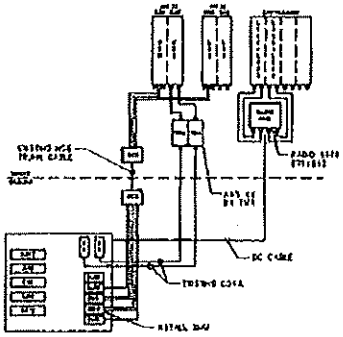
AIR32 ANTENNA MOUNT

4 DETAIL
2-S1 SCALE: N.T.S.



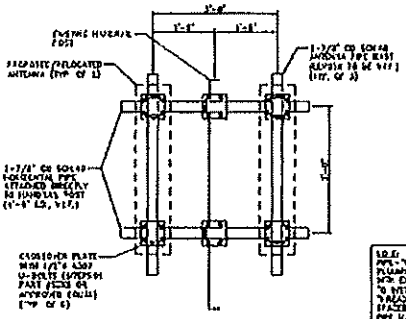
RADIO 4449-REMOTE RADIO UNIT

5 DETAIL
2-S1 SCALE: N.T.S.



SITE CONFIGURATION 45EC-670920B
BASED W/61D2 - HARDWARE

6 DETAIL PER SECTOR
2-S1 SCALE: N.T.S.



AIR21/32 ANTENNA MOUNT

7 DETAIL
2-S1 SCALE: N.T.S.

S.O.E:
PER "TO-45%" STANDARDS VOL 3)
PLUMBS TO AVOID INTERFERENCE
WITH EXISTING HARDWARE, DETERMINE
TO INSTALL A MINIMUM OF (3) 5/8"x
TRIPLED BOLTS PER-TO PER CLAMP
(FOCUS ONLY WITH TWO ANTENNA
PIPE MUST BE REMOVED (SPLICED)
PART NUMBER OR ADDING BE
APPROVED BY A.)

FPA
FRENCH & PARRELLO ASSOCIATES

NO.	DATE	REVISION OR DESCRIPTION
1	10-01-14	[illegible]

T-MOBILE
NORTHEAST LLC
4 SYLVAN WAY, PARSIPPANY, NJ 07054

APPROVALS	SIGNATURE	DATE
TAGHEE		
OWNER/LANDLORD/RE LEASING/ETC		
OWNER CONSTRUCTION		

SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 26 LOT: 1

DETAILS

DATE: 9/24/14	SCALE: AS NOTED
DRAWN BY: [illegible]	SHEET #:
CHECKED BY: [illegible]	A-04
PROJECT #: [illegible]	

GENERAL SPECIFICATIONS

1. BEFORE BEGINNING THE JOB, THE CONTRACTOR SHALL VISIT THE JOB SITE TO EXAMINE AND FAMILIARIZE HIMSELF WITH THE EXISTING PHYSICAL CONDITIONS. PRIOR TO THE LOCATION OF EXISTING FIELD WORK, WORK UNITS, BOXES, PANEL BOARDS, PERFORMANCE WORKING FIELD TIE, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT, HANGERS, BOXES, SLEEVES, WORK, PIPES OR PARTS AS REQUIRED BY PLANS AND IN ALL PHASES RESPONSIBLE AND MODIFY WORK AS NECESSARY, TO MAKE A COMPLETE AND SATISFACTORY INSTALLATION OCCUR TO THE COMPLETION OF THE CONTRACT.

2. REQUIREMENTS OF THE GENERAL CONTRACTOR SHALL APPLY TO ALL WORK WHICH FORM PART THEREOF.

3. CONTRACTOR SHALL APPLY FOR AND PAY FOR ALL PERMITS, CERTIFICATES, INSPECTIONS, PROPERTY, ETC. NOT OBTAINED BY OWNER, AND PAY ALL FEES LEVIED BY STATE, LOCAL AND MUNICIPAL AUTHORITIES AND COMPLY WITH ALL LAWS, ORDINANCES, CODES, ETC. OF ANY GOVERNING BODY HAVING A JURISDICTION. ALL EXPENSES INVOLVED, FOR THE INCORPORATION OF REQUIRED MATERIAL, WORK, FACILITY WITHIN CONTRACT, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLIANCE.

4. ALL WORK SHALL BE DONE IN A NEAT WORKMANLIKE MANNER, LEFT CLEAN AND FREE FROM DEFECTS, AND COMPLETELY INSTALLED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AS REQUIRED OR NOT PROVIDED. ALL VERTICAL SHALL BE WORK AND ALL WORK AND EQUIPMENT SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE BY THE CLIENT.

5. ALL WORK SHALL BE CAREFULLY COORDINATED WITH THE OWNERS FOR ALL WORKS INVOLVED, AND THE CONTRACTOR TO A PERFECT PROPER CONNECTIONS, PIPING, VALVES, FITTINGS, ETC. FOR ALL EQUIPMENT PROVIDED BY THE CLIENT OR OTHER WORKS INVOLVED IN THIS CONTRACT.

6. CONTRACTOR SHALL INFORM THE OWNER'S REPRESENTATIVE OF ANY CONFLICT DISCOVERED BEFORE PROCEEDING ANY WORK REGARDING THE CONTRACT DRAWINGS SHALL BE FOLLOWED AS CLOSELY AS CONDITIONS ALLOW TO COMPLETE THE WORK OF THE CONTRACT. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF MAJOR ITEMS A MINIMUM OF (3) WEEKS PRIOR TO THE INSTALLATION. THE CONTRACTOR REMOVAL OF SHOP OR WORKING DRAWINGS SHALL ONLY BE CONTINUED TO APPLY TO CONTRACT DRAWINGS AND CONTRACTOR MUST BE DESIGN CONSULTANT OF THE PROJECT AND FOR COMPLIANCE WITH THE CODES, REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE REPRESENTATIVE FOR ANY DEVIATIONS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS MUST REFER THE CONTRACTOR'S UNLESS HE HAS BEEN WRITTEN SATISFACTORY CALLED THE CONTRACTOR'S ATTENTION TO SUCH DEVIATION AT THE TIME OF SUBMISSION AND HAS RECEIVED THE OWNER'S WRITTEN APPROVAL OF SUCH DEVIATION. SEE SECTIONS 1.3, 1.5 & 1.6 ABOVE.

8. PROVIDE ALL REQUIRED TEMPORARY UTILITIES AND PAY ALL ASSOCIATED FEES AND OPERATING COSTS.

9. THE MECHANICAL AND ELECTRICAL CONTRACTORS SHALL PROVIDE ALL CUTTING AND PATCHING AS REQUIRED FOR THEIR RESPECTIVE WORK. EXCEPT WITH SPECIFICALLY DESIGNED OPENINGS SHALL BE CUT AND PATCHED BY THE GENERAL CONTRACTOR AS A PART OF BASEMENT FLOORS AND WALLS SHALL BE CORE DRILLED.

10. THE CONTRACTOR SHALL ACTIVELY ASSIST ANY OTHER PERFORMING CUTTING AND PATCHING IN ITS GENERAL MANAGEMENT AND OPERATION.

11. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF RECORD DRAWINGS PRIOR TO FINAL PAYMENT. THESE DRAWINGS SHALL NOT BE MADE UNTIL THE RECORD DRAWINGS ARE DEEMED COMPLETE BY THE OWNER. THE DRAWINGS SHALL BE DRAWN BY A PROFESSIONAL DRAFTSMAN. THE DRAWINGS SHALL INCLUDE EXACT DRAWING OF ALL WORK, PIPING, INSTRUMENT, ETC.

NOTE:
FOR PAYMENT SEE ... OF A PROGRESS PAYMENT AGREEMENT OF FINAL RECORD DRAWINGS.

12. ALL EXISTING WORK OR FACILITIES WHICH ARE DAMAGED OR DISTURBED DUE TO ANY PHASE OF OPERATIONS SHALL BE REPORTED TO THE DISTRIBUTION OF THE OWNER, AND THE CONTRACTOR, INDEPENDENT.

13. CLEARANCES FOR ACCESS OPENING AND MAINTENANCE SHALL BE MAINTAINED AS REQUIRED BY SAFE WORKMANLIKE MAINTENANCE REQUIREMENT, WHICHEVER IS MORE STRINGENT.

14. PIPINGS PASSING THROUGH FIRE WALLS AND ALL SLEEVES PASSING THROUGH FLOORS SHALL BE SEALED TO ALLOW EXPANSION OF SAME BETWEEN SLEEVE AND CONDUIT FOR EXPANSION WITH THE FIRE RATING CALLING FOR WALL. ALL ALL OPEN SLEEVES PASSING THROUGH FIRE WALLS OR FLOORS SHALL BE BOROSCOPE FILLED WITH AN FIRE RATING PUTTY AND CAULKED.

15. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAS BEEN DETERMINED FROM FIELD MEASUREMENTS AND / OR PLANS PROVIDED TO FRENCH & PARRELLO ASSOCIATES. NO GUARANTEE IS MADE FOR SHOULD BE ASSUMED AS TO THE COMPLETENESS OR ACCURACY OF THE HORIZONTAL OR VERTICAL LOCATIONS. ALL PARTIES OBTAINING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS OF THE INFORMATION SHOWN PRIOR TO CONSTRUCTION ACTIVITIES.

ELECTRICAL SPECIFICATIONS

GENERAL

1. THE ELECTRICAL CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, DRAWING DETAILED EQUIPMENT, SUPPLIES AND EQUIPMENT NECESSARY FOR THE COMPLETE, PROPER AND SUBSTANTIAL INSTALLATION OF ALL ELECTRICAL WORK, ALL FIXTURES, DEVICES AND EQUIPMENT SHOWN, NOTED OR REQUIRED BY THE DRAWINGS, AND/OR CONTAINED HEREIN SHALL BE CONNECTED FROM THE POINT OF ELECTRICAL POWER TO THE FINAL CONNECTING SECTION AND MADE READY FOR SATISFACTORY OPERATION.

2. ALL CONTROL WORK IS TO BE DONE BY THE ELECTRICAL CONTRACTOR. OTHER CONTRACTORS SHALL PROVIDE STARTERS, ETC. FOR ALL EQUIPMENT NOT OWNER VALVES, DAMPERS AS INDICATED ON THE ELECTRICAL DRAWINGS.

3. ALL EXISTING SURFACES DISTURBED, THE DRAWINGS, FOR BOXES, CONNECTIONS, ETC. SHOWN ON THE DRAWINGS SHALL BE TAKEN AS APPROXIMATE. THE EXACT LOCATION OF THE CONNECTIONS TO BE MADE UNDER DIRECTION OF THE OWNER'S REPRESENTATIVE WHO REFERRED BY AN EXPERIENCED WITHIN NEW CONDITIONS TO THE SATISFACTION.

4. REFER TO THE GENERAL INFORMATION, THIS SHEET.

5. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL, STATE AND APPLICABLE CODES.

6. PROVIDE AS-BUILT DRAWINGS TO OWNER AT CONCLUSION OF PROJECT.

7. OBTAIN ALL PERMITS AND APPROVALS FROM AUTHORITIES HAVING JURISDICTION AND PAYING ALL FEES REQUIRED.

8. COORDINATE WITH UTILITY COMPANY PROVIDE A BUDGETARY SERVICE MAGNITUDE TO INCLUDE STARTING CONSTRUCTION.

MATERIALS

1. DEVICE MATERIALS SHALL BE THE BEST OF TYPE UNLESS NOTED OTHERWISE, MINIMUM 20 AMP AC AND BE A MATERIAL USED DURING NEW CONSTRUCTION.

2. BREAKING DEVICE, TO EQUIPMENT OR OR COMPONENTS WITH THE FIXED INTERRUPTING CAPACITY OF SUCCESSIVE OVERCURRENT DEVICE OR WITH FUSES.

3. ALL CONDUCTOR TERMINALS SHALL BE U.L. LISTED FOR MINIMUM 90° TYPE.

4. ALL PANELBOARDS, SWITCHBOARDS, INDUSTRIAL CONTROL PANEL, METER SOCKET ENCLOSURES AND OTHER CONTROL DEVICES SHALL BE LABELED & ACCORDANCE WITH ARTICLE 110.12 - (FLASH PROTECTION) OF THE NFPA 70E.

INSTALLATION

1. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS OTHERWISE NOTED ON THE DRAWINGS.

2. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED EXCEPT WHERE THE FIELD MAY CAUSE DAMAGE, AS MANUFACTURED BY THE MANUFACTURER, INSTALLING ON EQUIP.

3. ALSO USE CONDUIT THAT MEETS EXCEPTIONS, USE FIELD PIPE, FOR COVER BENDS WITH OR OTHER CONDITIONS OF THE INCORPORATE, AS MANUFACTURED BY OWNER, REPAIRS, INSTALLED ON EQUIP.

4. USE FLEXIBLE METAL CONDUIT, GALVANIZED STEEL, EMT, SHORT STRAIGHT CONNECTIONS WITH AN ENTIRELY POLYGAN, ORDINARY GROUND AS MANUFACTURED BY OWNER, CARLON, ALLEN, OR LOCAL PROVIDE DRAINING FITTINGS ON BOTH ENDS (AS MANUFACTURED BY MARKS AND BETTS OR EQUIV.)

5. EXPOSED INSTALLATIONS AND LOCATIONS ABOVE CEILINGS SHALL BE NOT PAINT, PLUMB AND PARALLEL, OR PERPENDICULAR TO BUILDING LINES.

6. CABLE TRAYS SHALL BE STEEL, NOT DIRTED GALVANIZED AFTER FABRICATION AS MANUFACTURED BY B-LINE OR EQUIV. FIELD BOTS TO BE ZINCANDE, OTHER FINISHES.

7. CONDUIT SUPPORTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 10 FEET APART PROVIDED FOR EXPANSION AND CONTRACTION SHALL BE MADE.

WIRING METHODS

1. SINGLE CONDUCTOR CABLES SHALL BE USED FOR FEEDERS AND BRANCH CIRCUIT WIRES. MINIMUM SIZE WIRE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED AND SHALL BE USED TO CONTROL OR MONITOR 24 - VOLTAGE CIRCUITS. WIRE SIZES #10 AWG AND SMALLER SHALL BE SOLID, #8 AND LARGER SHALL BE STRANDED. ALL CONDUCTORS SHALL BE COPPER.

2. FEEDER AND BRANCH CIRCUIT CONDUCTORS SHALL BE 600 VOLT TYPE XHHW OR THHW-THWN COPPER.

3. 120 VOLT CONTROL CIRCUITS, SINGLE CONDUCTOR AS CONTROL WIRES SHALL BE RANDOM COLORS EXCEPT FOR FOLLOW CHECK ON WIRE. WIRE SHALL BE SOLID FOR CONTROL NOT THE LINE.

4. EQUIPMENT GROUND - ALL EQUIPMENT SHALL BE GROUNDED WITH A STRANDED COPPER WIRE WITH SPECIFICATIONS.

5. CONDUCTORS SHALL BE CONTINUOUS FROM ORIGIN TO POINT OF CONNECTION WITHOUT SPLICES. WHERE THE SPLICES ARE NECESSARY AND APPROVED, WIRE SHALL BE MADE WITH SUITABLE CONNECTORS IN JUNCTION BOXES.

6. PHASE CONDUCTORS SHALL BE IDENTIFIED WITH THE FOLLOWING COLOR CODE, USE AT BOTH ENDS.

	208/120 VOLTS	120/240 VOLTS	277/480 VOLTS
PHASE A	BLACK	BLACK	BROWN
PHASE B	RED	RED	ORANGE
PHASE C	N/A	BLUE	YELLOW
NEUTRAL	WHITE	WHITE	WHITE/GRAY
GROUND	GREEN	GREEN	GREEN

7. EXTERNAL MOUNTED DRIPPY WIRING FOR ABOVE GRADE SHALL BE INSTALLED IN A NON-GALVANIZED STEEL CONDUIT WITH DRAINED FITTINGS, UNLESS OTHERWISE NOTED.

8. EQUIPMENT SPACING CONDITIONS SHALL BE PROVIDED FOR ALL PERSONNEL AND STANDARD DEVICES.

9. DEPARTURE OF THE NON-CURRENT CARRYING METALLIC PARTS OF ALL ELECTRICAL EQUIPMENT AND ELECTRICAL RELATED CONCRETE, SUPPORTS, CABINETS, TRANSFORMERS, WATER PIPINGS, EXPOSED PIPE SCHEDULE, CONTROL PANELS, ETC. WHICH ARE INSTALLED OR CONNECTED WITHIN THE CONTRACT SHALL BE PROPERLY CONNECTED TO THE GROUNDING SYSTEM, REGARDLESS OF WHETHER OR NOT THESE CONNECTIONS ARE SHOWN ON THE DRAWINGS.

10. BRANCH CIRCUIT AND FEEDER WIRING FOR WIRING IN BRICK SPACES SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) WITH SET SCREW COUPLINGS.

11. UNDERGROUND WIRING SHALL BE INSTALLED IN SCHEDULE 40 PVC WITH SCHEDULE 40 PVC ELBOWS AND BASE.

12. UNDERGROUND WIRING SHALL BE INSTALLED AT A DEPTH OF 30" BELOW FINISHED GRADE. PROVIDE CONTINUOUS RED PLASTIC WARNING STRIP 12" BELOW GRADE ABOVE CONDUITS.

13. LOOSE WIRE FLEXIBLE METAL CONDUIT IS LIMITED TO 6 FEET OR LESS NOT APPROVED TYPE. FLEXIBLE SHALL BE USED FOR CONNECTIONS TO VIBRATING EQUIPMENT, DEVICES, AND OTHER SUITABLE WHERE WIRING WILL BE EXPOSED TO MOISTURE, MOISTURE OR VIBRATIONS.

14. PROVIDE EXPANSION FITTINGS ALONG ALL CONDUITS AT WALL AND FLOOR PENETRATIONS.

15. FLEXIBLE METAL CONDUIT IS LIMITED OF 3 FEET OR LESS SHALL BE PERMITTED FOR CONNECTIONS TO LIGHTING FIXTURES. IT SHALL ALSO BE PERMITTED FOR CONNECTIONS TO STRUCTURAL VIBRATION PROCESSING, THE USE OF CONDUITS.

16. ALL EQUIPMENT INSTALLED SHALL BE LISTED AND RATED FOR THE ENVIRONMENT IT IS INSTALLED.

17. ALL FUSES SHALL BE OF SAME SIZE FOR THE EQUIPMENT, AND SHALL BE CONTINUED IT ACCORDANCE WITH THE NEC REQUIREMENTS. ALL FUSE BLOCKS SHALL BE INSTALLED IN ACCESSIBLE LOCATIONS.

WIRING DEVICES – PLACES

1. DIMMERS, RECEPTACLES AND BRANCH WIRING DEVICES SHALL BE SELECTED FOR CAUSE OF TYPE, SIZE AND RATING MOUNTED ON THE DRAWINGS.

EQUIPMENT SUPPORT

1. EQUIPMENT SHALL BE SUPPORTED, SUPPORTED SOLID FOR PROPER USE AND WITH AN FOR DURABLE USE, AS MANUFACTURED BY GENERAL ELECTRIC, ESTIMA OR EQUAL. ELECTRICAL CONTRACTOR TO PROVIDE ALL SUPPORTS CONSTRUCTED.

SYSTEM REQUIREMENTS

1. TUBE AND SPACER FOR BRANCH CIRCUIT WIRING CONDUIT SHALL BE WIRE, WITH ALL PROPER FOUNDATION CONNECTIONS AND SHALL BE INSTALLED.

2. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS OF ELECTRICALLY OPERATED EQUIPMENT AND CONTROL WIRING REQUIREMENTS.

3. ALL WIRING MOUNTING AND DISTANCE ON INSTALLATION OF SURFACE POWER, REQUIREMENTS SHALL BE CONTINUED SAFE AT BOTH THE PERMITTED BY OWNER.

4. MAINTAIN CONTINUITY OF EXISTING CIRCUITS THAT ARE TO REMAIN IN OPERATION.

LIGHTING FIXTURES AND LAMPS:

1. WHERE EXISTING FIXTURES ARE INSTALLED IN SUSPENDED CEILING, EACH FIXTURE SHALL BE SECURED TO THE NEW CEILING WITH SUPPORT FIXTURES FROM STRUCTURAL ABOVE WITH SAFETY WIRE.

2. EXISTING FIXTURES SHALL BE EXAMINED CONFORM WITH REQUIREMENT AND REPAIRED.

ABBREVIATIONS

ATS	AUTOMATIC TRANSFER SWITCH
BCW	BARE COPPER WIRE
DWG	DRAWING
EMT	ELECTRICAL METALLIC TUBING
IMC	INTERMEDIATE METALLIC CONDUIT
IGB	INSTALLED GROUND BAR
PVC	ROOD (SCH. 40) POLYVINYL CHLORIDE CONDUIT
RGS	ROOD GALVANIZED STEEL
TYP	TYPICAL

FPA
FRENCH & PARRELLO
ASSOCIATES

NOTE:
[illegible]

SEAL

REV	DATE	DESCRIPTION
1	[illegible]	[illegible]

T-MOBILE
NORTHEAST LLC
A Delaware Limited Liability Company
4 SYLVAN WAY, PARSIPPANY, NJ 07054

APPROVALS

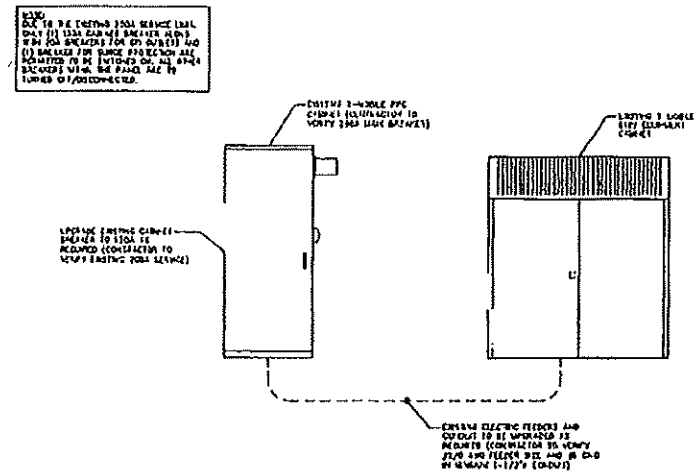
	SIGNATURE	DATE
T-MOBILE		
CHIEF ENGINEER		
LEASING MGR		
PM		
CONSTRUCTION		

SPRING LAKE
NJ08115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 26 LOT: 1

ELECTRICAL SPECIFICATIONS

DATE: [illegible]
SCALE: AS NOTED
DRAWN BY: [illegible]
CHECKED BY: [illegible]
PROJECT #: [illegible]

E-01



EQUIPMENT BREAKER UPGRADE

DETAIL

FRENCH & PARRELLO ASSOCIATES

T-MOBILE NORTHEAST LLC

APPROVALS

	SIGNATURE	DATE
T-MOBILE		
CONSULTING ENGINEER		
LANDLORD		
RF		
SITE ACQUISITION		
CONSTRUCTION		

SPRING LAKE
NJ06115A
SALEM AND 5TH AVENUE
SPRING LAKE, NJ 07762
MONMOUTH COUNTY
BLOCK: 28 LOT: 1

ELECTRICAL DETAILS

E-02

R-10-195

Borough of Spring Lake
County of Monmouth

RESOLUTION – AWARD OF CONTRACT – CO – LOCATION OF CELL COMMUNICATIONS – NEW CINGULAR WIRELESS PCS, LLC BY AT&T MOBILITY

WHEREAS, bids were received on September 17, 2010 for Cellular Co-Location on the Water Tower located at the Borough Public Works yard on Monmouth Avenue for a five year lease with options to renew by the Borough Administrator and Borough Clerk, and

WHEREAS, one bid was received, and

WHEREAS, New Cingular Wireless PCS, LLC by AT&T Mobility submitted a bid in the amount of $28,000.00 per year, and

WHERREAS, New Cingular Wireless PCS, LLC by AT&T Mobility was found to be responsible and its bid responsive to the bidding documents,

NOW, THEREFORE, BE IT RESOLVED that New Cingular Wireless PCS, LLC by AT&T Mobility be and hereby is awarded a lease for Cellular Co-Location on the Monmouth Avenue water tower in accordance with the Bid specifications and the Mayor, Borough Administrator and Borough Clerk be and are hereby authorized to execute the Lease and all other necessary paperwork.

Jennifer Naughton
MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on September 28, 2010.

Diane M. Pontowski Deputy Clerk
JANE L. GILLESPIE, BOROUGH CLERK

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MR. FAY			✓			
MR. QUINN			✓			
MR. ERBE	✓		✓			
MRS. REILLY			✓			
MR. RICH					✓	
MRS. VENABLES		✓	✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on September 28, 2010.

Borough Clerk

CO-LOCATION LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is entered into this 15 day of December 2010, between New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company with business at 12555 Cingular QWay, Alpharetta, GA 30009 (Lessee") and the Borough of Spring Lake, having an office at 423 Warren Avenue, Spring Lake, New Jersey 07762 ("Lessor").

Whereas, Lessor is the owner of property having a street address of Fifth and Monmouth Avenues located in the Borough of Spring Lake, County of Monmouth, State of New Jersey, and hereafter referred to as the "Property". The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Bidding Documents

This Lease is granted pursuant to and in accordance with the "Bidding Documents and Instructions to Bidders for the Land lease and co-location of cellular communications carriers on a previously constructed self-supporting elevated water tower with simultaneous leasing and co-location of up to five (5) carriers at the same site" issued by the Borough of Spring Lake and the Bid in Response thereto completed and filed with the Borough by Lessee. A true and correct copy of Lessee's bid submittal is attached hereto and incorporated by reference as though set forth herein verbatim. In the event of any conflict between the terms of said Bid and Bidding Documents and this Lease, the Bid and Bidding Documents shall control.

2. Lease

Lessor, agrees to lease to Lessee space sufficient to erect and maintain on the Property, including on the existing elevated water tower, improvements, personal property and facilities necessary to operate Lessee's communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment , as such location based system may be required by any county, state or federal agency/department. Lessee shall provide written notice to Lessor of the installation of a location based system on the Property in the event such system was not a part of the initial installation, hereinafter referred to as the "Premises" which is more fully described in the Bidding Documents made a part of this Agreement.

3. Use of Premises

(a) Lessee agrees to use the Premises for the installation, operation, repair, upgrade and maintenance of Cellular/Personal Communications Service related equipment ("PCS") and associated antenna ("Installation"). Each antenna system Installation shall consist of not more than twelve (13) antennas and agrees to be responsible, at its sole expense, for the relocation and installation, including all wiring and cabling, of the Borough's Emergency Communications Equipment currently located on the existing water tower behind the Spring Lake Police Department located on Washington Avenue to the water tower behind the Department of Public Works Building located at Fifth and Monmouth Avenues, Spring Lake, NJ. Notwithstanding the above, Lessee shall install the Borough's Emergency Communications Equipment so long as the Borough is ready for installation at the time Bidder is mobilized to place its antennas on the water tank.

(b) All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain Lessee's personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or any renewal terms. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's PCS and Installation equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's PCS and Installation equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent (as defined below) due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

(c) Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right of install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if in the future an easement is required to obtain electrical power, an acceptable location will be agreed to by Lessor and the servicing utility company.

(d) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining any local, state and federal licenses, permits and any other approvals which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Lessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(e) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(f) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor acknowledges that Lessee has such access which shall remain unimpeded throughout the initial term and any renewal term of this Agreement. Lessor shall have the responsibility to inform its agents or representatives, as well as any other Co-locating Lessees of Lessee's requirement for and right to access as a Lessee to the Premises. Should Lessee's access to the Premises be denied by Lessor's or its agent or representative resulting in Lessee's inability to install or maintain its PCS installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation. If access cannot be resolved, Lessee shall have the right to terminate without obligation including but not limited to Lessee's obligation to pay rent. Further Lessor shall be required within fifteen (15) days from the date of termination to reimburse Lessee for any rent monies previously paid to Lessor, including if applicable, any security deposit monies.

4. Site Testing

Lessor acknowledges that Lessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises.

5. Interference

(a) Lessee agrees not to cause interference to any emergency services radio frequency communication operations of Lessor now or in the future, or to the frequency communication operations of Lessor's other Lessees, or anyone holding an agreement with Lessor to operate on the Property whose equipment was installed prior to the execution of this Lease.

(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary removing or causing such interfering lessee to remove equipment creating said interference. In the event such interference cannot be reasonably resolved, Lessee shall have the right to bring a court action against the interfering party to enjoin such interference or to terminate this Lease.

(c) Lessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

6. Term
The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the first of day of the month following the date of full execution of this lease. ("Commencement Date") This Agreement shall automatically renew for four (4) successive five (5) year periods ("Renewal Terms"), upon the same terms and conditions in effect during the then current Term unless Lessee shall exercise its rights not to renew by providing written notice to the Lessor or its intention not to renew at least thirty (30) days prior to the expiration of the Term or ay Renewal Term.

7. Rent
(a) Lessee agrees to pay to Lessor as rent the sum of TWENTY EIGHT THOUSAND Dollars ($28,000.00) per annum ("Rent"). Said rent shall be payable in equal monthly installments on the first day of each month, with the first payment being due within ten business days following the Commencement Date. Rent payments shall be payable to Lessor at Borough of Spring Lake, 423 Warren Avenue, Spring Lake, NJ 07762.

(b) On each anniversary of the Commencement Date during the Term or any Renewal Term, Rent shall increase by four percent (4%) of the base Rent for the previous twelve (12) months.

8. Insurance
(a) Lessee, at its sole cost and expense shall provide and maintain insurance, during the Term of this Agreement and any Renewal Terms, in accordance with the Bidding Documents. Said insurance shall cover Lessee, its employees or agents, against any liability which may arise as a direct result of the actions by Lessee, its employees or agents upon the Premises in connection with Lessee's Installation as described herein. Lessee shall name Lessor as an additional insured on Lessee's Insurance policy and provide Lessor with an Insurance Certificate within thirty (30) days of the Commencement Date. Each year thereafter, Lessee agrees to provide Lessor with proper Insurance Certificate renewal.

(b) Lessee will carry sufficient insurance for claims for loss, damage or injury to property or persons arising out of the performance of the contract and shall utilize such insurance to support Lessee's indemnification of the Borough against such claims by including the Borough of Spring Lake named as an "Additional Insured" on the required commercial general liability insurance policy as set forth below:

I. During the Comprehensive commercial general liability insurance with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, for bodily injury and property damage.

II. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.

III. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired automobiles with limits of liability of $1,000,000 combined single limit for bodily injury and property damage.

IV. Umbrella liability insurance with limits of not less than $4,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and commercial automobile liability limits. Limits required for umbrella plus general liability and/or for umbrella plus automobile liability may be met by any combination of primary and umbrella liability policies.

V. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the water tower. Upon completion of the installation of the water tower, the successful bidders shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Bidder may self-insure such required coverage in a manner consistent with its risk management program in effect from time to time.

VI. The Borough shall have the right to have the insurance proceeds applied to reconstruction, replacement and repair of the water tower.

VII. Named insured.
Commercial General Liability insurance policies shall include the Borough of Spring Lake and its officers, officials, agents, and employees as additional insured, and shall indemnify and hold the Borough of Spring Lake harmless from any action arising out of the successful bidder's use and occupancy of the water tower, unless caused by negligence or misconduct of Borough, its officer etc.

VIII. Cancellation of policies of insurance.

All insurance policies maintained pursuant to the said Lease Agreement shall contain an endorsement requiring at least thirty (30) days of prior written notice shall be given to the Borough by the insurer of any intention not to renew such policy or to cancel, replace or materially alter the same.

(b) Lessor to procure and maintain commercial general liability and property insurance in commercially reasonable amounts.

9. Right to Lease and Warranty of Title
Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party which would preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; (iv) Lessor shall provide to Lessee quiet and peaceful non-exclusive enjoyment of the Premises.

10. Notices
Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth below:

Lessor:

Borough of Spring Lake
Attn : Borough Administrator
423 Warren Avenue
Spring Lake, NJ 07762

Lessee:

If via certified or registered mail:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site Name: Spring Lake, NJ
Fixed Asset No.: 10109969
P.O. Box 1630
Alpharetta, GA 30009

If recognized overnight courier:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site Name: Spring Lake, NJ
Fixed Asset No.: 10109969
12555 Cingular Way
Alpharetta, GA 30004

With a copy to:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site Name: Spring Lake, NJ
Fixed Asset No.: 10109969
340 Mount Kemble Avenue
Morristown, NJ 07960

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

11. Indemnification
Lessor and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, Lessees and/or sub-lessees of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding

anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Amendment
No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

13. Assignment and Subleasing.
(a) Lessee may assign this Lease and the Easements (as defined above) granted herein upon written notice to and the written approval of Lessor. Notwithstanding the above to the contrary, Lessee may assign or transfer this Lease and the Easements without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublease the Premises, upon written notice to Lessor.

(b) Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 12 of this
Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Lessee or Mortgagees located on the Premises as provided in Section 17 of this Lease.

14. Successors and Assigns.
This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

15. Environmental Laws.
Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not caused by Lessor or Lessee prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

16. Destruction of Premises.
If the Premises or the Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of the Property for the ongoing operation of the PCS and Installation equipment, Lessee may elect to terminate this Lease without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more

than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

17. Condemnation.
If a condemning authority takes all of the Property from Lessor, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of the PCS and Installation equipment, then this Lease shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

18. Termination. In addition to any other rights granted herein, this Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default unless the defaulting party is diligently pursuing the cure; (ii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iii) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease.

19. Memorandum of Agreement.
Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in a form approved by Lessor in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment document.

20. Lease Provisions.
This Agreement shall be governed by the laws of the State of New Jersey. All Riders and Exhibits attached hereto are made a material part of this Agreement. If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR	LESSEE
Borough of Spring Lake	New Cingular Wireless PCS, LLC by AT&T Mobility Corporation, its manager
By: Jennifer Naughton	By: Tom
Name: Jennifer Naughton	Name: Tom Christou
Title: Mayor	Title: Director C&E NY
Date: 12-01-10	Date: 11/19/10
Tax ID No.: 21-6001203	

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2010, by and between the Borough of Spring Lake, as Lessor, and New Cingular Wireless PCS, LLC by AT&T Mobility Corporation, its manager, as Lessee.

The Property is described and/or depicted as follows:

Site Address: Fifth and Monmouth Avenues, Spring Lake, New Jersey

Block 26, Lot 1

DESCRIPTION OF AN EASEMENT ON LOT 1, BLOCK 26 SPRING LAKE TAX MAP FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A SEWAGE FORCE MAIN AND UNDERGROUND FACILITIES PERTINENT TO THE OPERATION OF A SEWAGE PUMPING STATION.

Said easement being 20.00 feet in width and lying 10.00 feet on either side of the following described center line, and also a temporary working easement 30.00 feet in width lying 15.00 feet on either side of the following described center line.

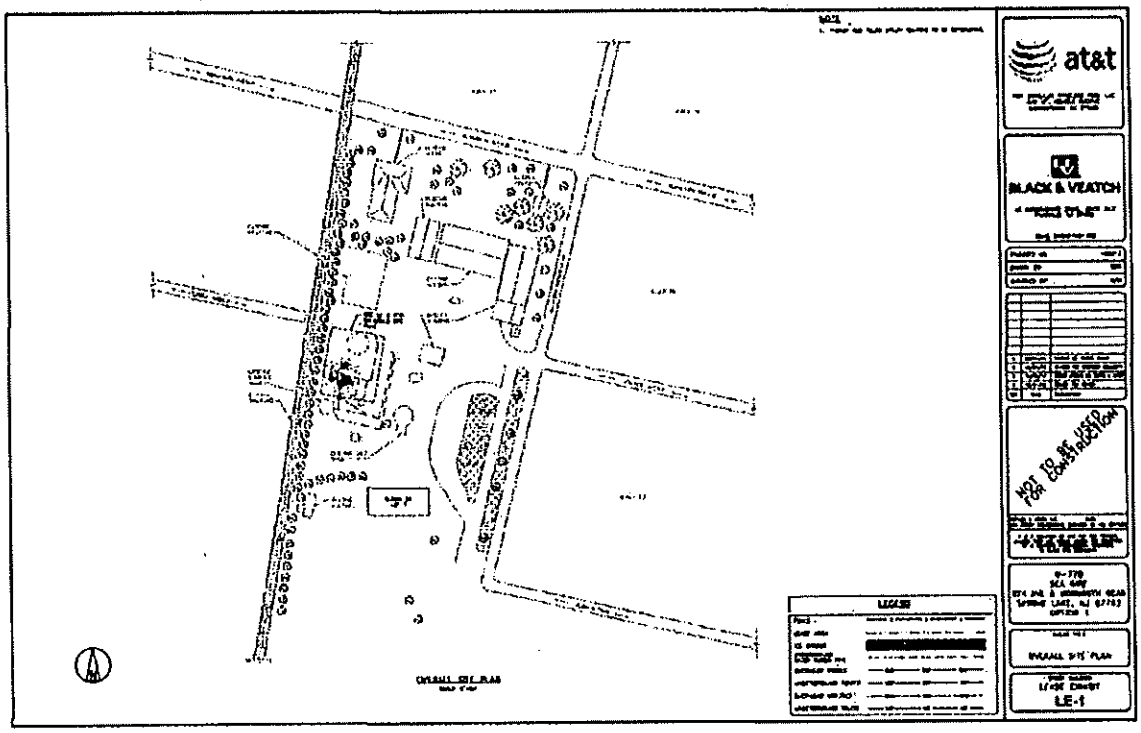
BEGINNING in the westerly line of Fifth Avenue 730.00 feet South 23 degrees 52 minutes 45 seconds West of its intersection with the southerly line of Monmouth Avenue and extending (1) North 66 degrees 07 minutes 15 seconds West 329.70 feet to the easterly line of the New York and Long Branch Railroad.

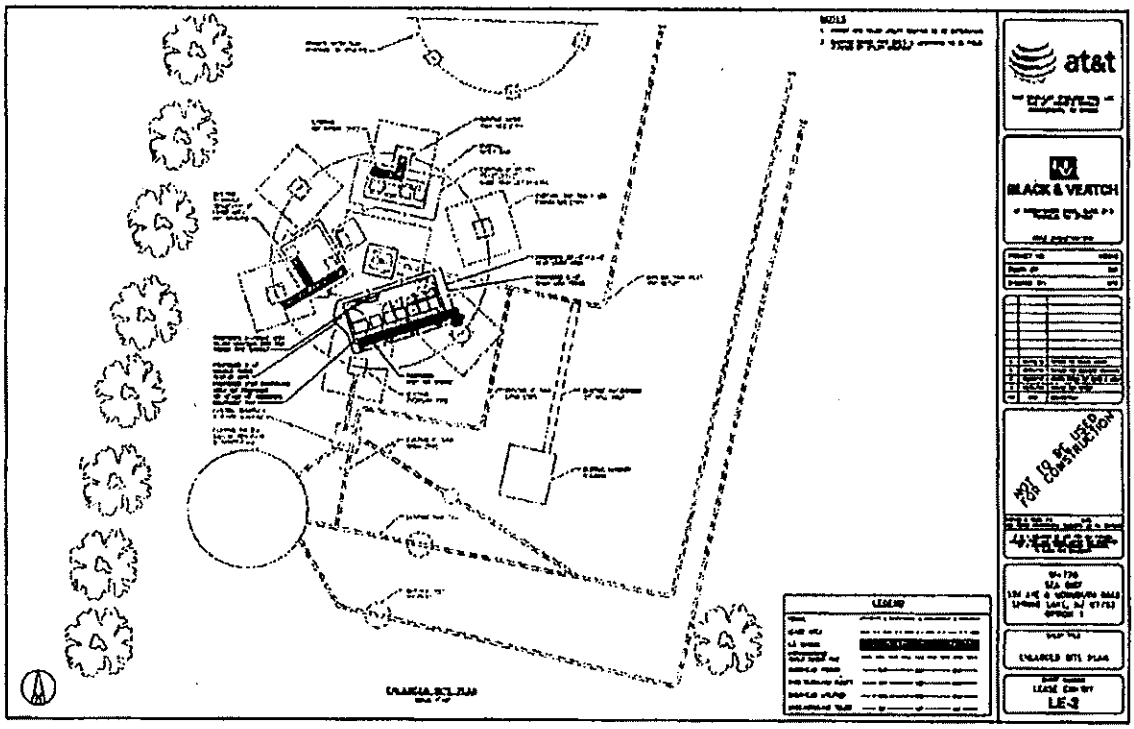
EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2010, by and between the Borough of Spring Lake, as Lessor, and New Cingular Wireless PCS, LLC by AT&T Mobility Corporation, as Lessee.

The Premises is described and/or depicted as follows:

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NOT TO BE USED FOR CONSTRUCTION
LE-2

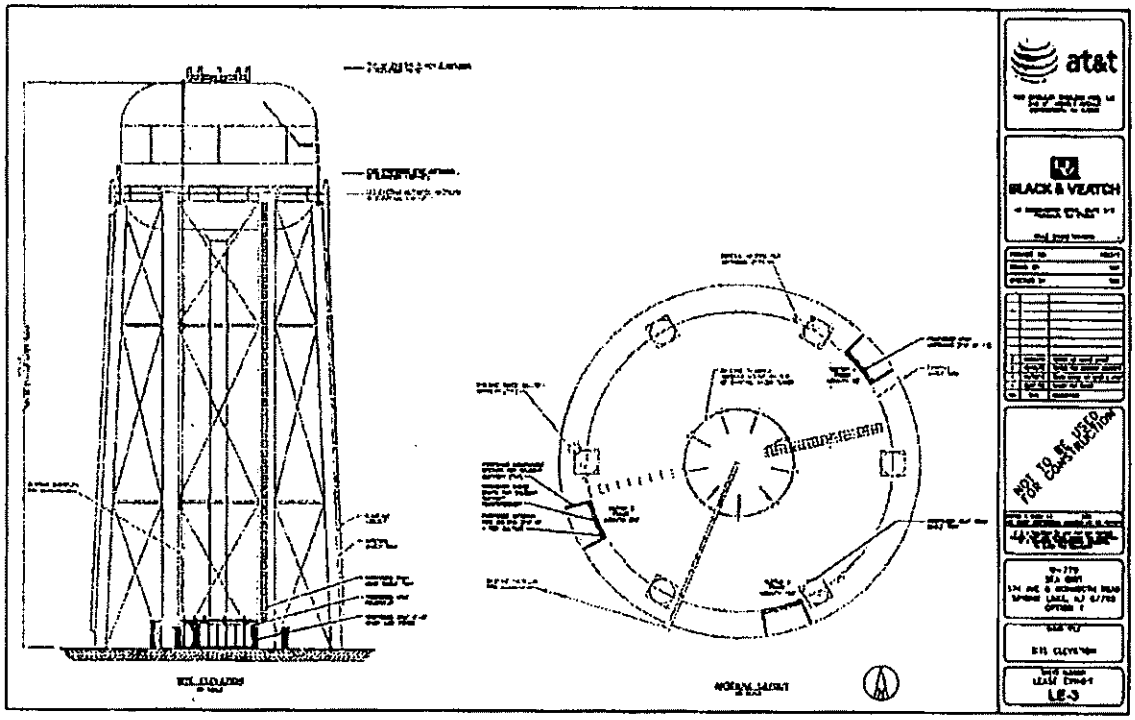
at&t
BLACK & VEATCH
NOT TO BE USED FOR CONSTRUCTION
LE-3

EXHIBIT C

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this 15 day of Dec, 2010 by and between the Borough of Spring Lake with an office at 423 Warren Avenue, Spring Lake, NJ 07762 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC by AT&T Mobility Corporation, its manager, having a principal place of business at 340 Mount Kemble Avenue, Morristown, NJ 07960 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Co-location Lease Agreement ("Agreement") on the 15 day of December 2010, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing upon the first day of the monthly following the date of full execution of this lease, and ending on the 5th anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR		LESSEE	
BOROUGH OF SPRING LAKE		NEW CINGULAR WIRELESS PCS, LLC BY AT&T MOBILITY CORPORATION, ITS MANAGER	
By:	Jennifer Naughton	By:	Tom
Name:	Jennifer Naughton	Name:	Tom Christou
Title:	Mayor	Title:	Director C&E NY
Date:	12-01-10	Date:	11/19/10
State of	New Jersey		
County of	Monmouth		

AS TO LESSOR:

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

On December 1, 2010 before me, Jane L. Gillespie, Notary Public, personally appeared Jennifer Naughton, Mayor of the Borough of Spring Lake, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane L. Gillespie
Notary Public of New Jersey
JANE L. GILLESPIE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APR. 21, 2012
(Seal)

AS TO LESSEE:

State of New Jersey

County of Morris

JANETTE ELISE WALBY
My Commission Expires
NOTARY PUBLIC
02-20-2014
STATE OF NEW JERSEY

On Nov. 19 2010, before me, _____, Notary Public, personally appeared Tom Christou, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Janette E Walby (Seal)
Notary Public

EXHIBIT "A"
TO MEMORANDUM OF LEASE

to the Agreement dated _____, 2010, by and between the Borough of Spring Lake, as Lessor, and New Cingular Wireless PCS, LLC by AT&T Mobility Corporation, its manager, as Lessee.

The Property is described and/or depicted as follows:

Site Address: Fifth and Monmouth Avenues, Spring Lake, New Jersey

Block 26, Lot 1

DESCRIPTION OF AN EASEMENT ON LOT 1, BLOCK 26 SPRING LAKE TAX MAP FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A SEWAGE FORCE MAIN AND UNDERGROUND FACILITIES PERTINENT TO THE OPERATION OF A SEWAGE PUMPING STATION.

Said easement being 20.00 feet in width and lying 10.00 feet on either side of the following described center line, and also a temporary working easement 30.00 feet in width lying 15.00 feet on either side of the following described center line.

BEGINNING in the westerly line of Fifth Avenue 730.00 feet South 23 degrees 52 minutes 45 seconds West of its intersection with the southerly line of Monmouth Avenue and extending (1) North 66 degrees 07 minutes 15 seconds West 329.70 feet to the easterly line of the New York and Long Branch Railroad.