She wants individual expiration dates.

pennsylvania

OFFICE OF OPEN RECORDS

**STANDARD RIGHT-TO-KNOW REQUEST FORM**

**DATE REQUESTED:** 02/24/2020

**REQUEST SUBMITTED BY:** ☐ E-MAIL ☐ U.S. MAIL ☑ FAX ☐ IN-PERSON

**REQUEST SUBMITTED TO (Agency name & address):** Caln Township

**NAME OF REQUESTER :** Terri Price

**STREET ADDRESS:** Two Allegheny Center

**CITY/STATE/COUNTY/ZIP(Required):** Pittsburgh PA15212

**TELEPHONE (Optional).** _____ **EMAIL (optional):** _____

**RECORDS REQUESTED:** **Provide as much specific detail as possible so the agency can identify the information.* ***Please use additional sheets if necessary***

Lease agreement for Kings Hwy Cell tower, expiration of lease final term.

AT&T ✓ Cingular Wireless ✓ Verizon ✓ T-mobile ✓

Ground Rent through the Crown Castle payment ✓ escalator + expiration date. ✓

S-Wireless

**DO YOU WANT COPIES?** ☐ YES ☑ NO

**DO YOU WANT TO INSPECT THE RECORDS?** ☐ YES ☑ NO

**DO YOU WANT CERTIFIED COPIES OF RECORDS?** ☐ YES ☑ NO

**DO YOU WANT TO BE NOTIFIED IN ADVANCE IF THE COST EXCEEDS $100?** ☐ YES ☐ NO

**** PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES ****
**** IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL ****

***FOR AGENCY USE ONLY***

**OPEN-RECORDS OFFICER:** Assist Denise Miller

☐ I have provided notice to appropriate third parties and given them an opportunity to object to this request

**DATE RECEIVED BY THE AGENCY:** 2/25/2020

**AGENCY FIVE (5) BUSINESS DAY RESPONSE DUE:** 3/3/2020

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

## Wireless Telecommunications Site Agreement

**This Wireless Telecommunications Site Agreement** ("Agreement"), dated for reference purposes as of the 26 day of May, 2005, is entered into by and between *Caln Township*, a political subdivision of the Commonwealth of Pennsylvania, 253 Municipal Drive, Post Office Box 149, Thorndale, Pennsylvania 19372 ("Owner") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, dba Cingular Wireless having its principal offices at 6100 Atlantic Boulevard, Norcross, Georgia 30071, hereinafter referred to as the "Lessee" .

1. ***Property.*** Owner is the owner of that certain real property and improvements commonly known as 3400 Kings Highway, Downingtown, Caln Township, Chester County, Pennsylvania (the "Property") more particularly depicted on Exhibit A. Owner hereby leases to Lessee, and Lessee leases from Owner, that certain portion of the Property more particularly described on *Exhibit B* (the "Site"), together with a non-exclusive license for reasonable easements and/or rights-of-way for ingress and egress to the Site and access to the appropriate source(s) of electric and telephone facilities to service the Site, in the reasonable selection of Owner. Lessee acknowledges and agrees that Owner has made no representations or warranties, express or implied, regarding: (i) the physical condition of the Property or Site; (ii) the suitability of the Site for the Lessee's desired purposes; or (iii) the state of title of the Property. Lessee acknowledges and agrees that: (a) Lessee is experienced in land acquisition and site development; (b) that Lessee has conducted or will conduct all necessary and appropriate inspections of the Property and the Site; and (c) that Lessee accepts the Property and Site in "as-is, where-is and with all faults" condition.

2. ***Use***.

(a) The Site shall be used by Lessee for the purpose of constructing, installing, removing, replacing, maintaining, repairing, upgrading, and operating, all at it's sole cost and expense, a wireless telecommunications facility including other uses involving the transmission and/or receiving of communications signals and uses incidental thereto or for any other telecommunications use as may be permitted by applicable law, including a telecommunications tower of the size and height depicted on attached *Exhibit "C"* ("Facility"), including, without limitation, related antenna equipment and fixtures, utility lines, air conditioned utility structure, i-beams, electronic equipment, a generator pad and standby generator, supporting equipment and structures, shelters or cabinets, thereto and for no other non-telecommunications purposes whatsoever Lessee may operate the Facility at frequencies licensed to Lessee and/or its affiliates. In addition, Owner hereby grants to Lessee the right to use additional area on the Property within 50' of the boundaries of the property described in Exhibit B during the initial or any subsequent construction, installation, operation, maintenance, replacement, repair or removal of the Facility, so long as said area is not currently being utilized by Owner and is restored as reasonably as possible to its original condition by Lessee. Lessee further has the right, but not the obligation, to add, modify and/or replace equipment within the site in order to be in

compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Lessee or Owner. Owner agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any other necessary approvals that may be required for Lessee's intended use of the Site.

(b) Lessee will use the Site in a manner that will not unreasonably disturb the occupancy of other users of the Property or users of adjacent properties, provided such users predate the installation of the Facility. Except to the extent otherwise expressly provided in this Agreement, the rights granted to Lessee under this Agreement are intended by the parties to be indivisible and nonapportinable.

(c) Owner shall allow Lessee to place signs and placards on the Property and Facility and appurtenances attached thereto as required by federal, state and local law. Sign shall comply with the Township zoning ordinance. In addition to required FAA/FCC signage information which must be installed on the Site, Lessee and its sub lessee's shall be permitted to also install their cell site identification and emergency contact information signage. Owner shall allow Lessee to install, operate, maintain, replace and remove its Facility and related cables, wires, conduits, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such Facility and appurtenances may become fixtures, they are and shall remain the personal property of Lessee and Lessee shall have the right to remove such Facility and appurtenances at any time and from time to time.

3. ***Term***. The term of this Agreement shall be five (5) years commencing on the date on which a building permit for installation of the Facility is issued (the "Commencement Date") and terminating on the fifth ($5^{th}$) anniversary of the Commencement Date (the "Initial Term"). Provided that Lessee is not then in default under this Agreement, the Lessee shall have the right to renew the Term of this Agreement four (4) consecutive additional terms of five(5) years each and one (1) additional term of four (4) years (each a " Renewal Term"). This Agreement shall automatically renew for each successive Renewal Term, unless Lessee provides Owner written notice of Lessee's election not to renew the Agreement at ninety (90) days before the expiration of the Initial Term or the then applicable Renewal Term.

4. ***Early Entry***. Owner agrees to permit reasonable access to the Site before the Commencement Date for the Lessee to conduct whatever surveys, structural strength analyses, radio engineering surveys, and other nondestructive activities of a similar nature that it may deem necessary, all at the sole cost of Lessee. Before any such entry: (i) Lessee shall have insurance set forth in *Section 16* below; and (ii) Lessee shall provide Owner with reasonable prior written notice of any proposed entry onto the Property or Site in such a manner as to allow Owner to post a notice of non-responsibility at the Property. Lessee's scheduling and conduct of the tests and inspections will be subject to Owner's prior approval and shall be conducted in a manner that minimizes any disruption to Owner's business and use of the Property. Lessee agrees to indemnify, protect, defend,

and hold Owner harmless from any and all losses, costs, damages, claims, causes of action, and liability arising out of, caused by, or related to Lessee's (including Lessee's employees, agents, representatives, and contractors) entry upon Property, Site and/or related to Lessee's (including Lessee's employees agents, representatives and contractors) conducting any such tests or inspections. Lessee also agrees to promptly repair any damage resulting from such tests and/or inspections.

5. ***Rent:***

(a) The annual rent payable by Lessee during the Initial Term of this Agreement shall be Twenty-Two Thousand Eight Hundred Dollars ($22,800.00), payable in equal monthly installments of One Thousand Nine Hundred Dollars ($1,900.00) each on the Commencement Date and on the first day of each month thereafter (the "Rent"). Rent shall be increased on the Commencement Date of each Renewal Term by an additional amount equal to ten percent (10%) over and above the Rent in effect during the last month of the immediately preceding Renewal Term. Rent for any fractional month at the beginning or at the end of the Initial Term or Renewal Term shall be prorated. Rent shall be payable to the Owner at Owner's above address, Attention: Township Manager, unless Owner gives written notice to Lessee of a change of address.

(b) In the event that the Lessee allows co-location of telecommunications equipment (or any other equipment whatsoever) by another entity on, or licenses or subleases a portion of the Site and Facility to a co-locator, Lessee shall, in addition to the Rent provided for in Section 5(a) above, pay to the Owner additional annual Rent in an amount equal to Twenty percent (20%) of the rent actually received by the Lessee from such co-locator if, and only if, Lessee actually receives from such co-locator the monthly rental payment due from such co-locator to Lessee. In the event any such co-locator becomes in default of its agreement with Lessee by paying less than the full amount owned by such co-locator to Lessee otherwise due and owing pursuant to the terms of such co-locators sublease, Lessee shall be required to pay to the Owner twenty percent (20%) of the amount actually received by Lessee from such co-locator. Such additional co-location Rent shall be due and payable by Lessee to Owner not later than that date on which co-locator's equipment is installed on the Property, and shall be due and payable to the Owner by the Lessee on the first day of each month thereafter during the term and any renewal term of the agreement between Lessee and co-locator. In the event the co-locator's default is not cured within sixty (60) days, Lessee agrees to require the co-locator to remove its equipment from the Property within ninety (90) days after the default, and the agreement between Lessee and the co-locator shall so provide.

(c) Lessee's obligation to pay Rent is contingent upon Lessee's receipt of a W-9 form setting forth the tax identification number of Owner or the person or entity to whom Rent checks are to be made payable as directed in writing by Owner.

5.1 ***Processing Fee.*** Within thirty (30) days of the full execution of this Agreement, Lessee shall pay to Owner a one-time, nonrefundable processing fee of Two Thousand ($2,000.00) Dollars, as partial consideration for the Owner entering into this Agreement and to reimburse the Owner for its legal and administrative expenses.

6. ***Termination Rights.*** Lessee shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice to Owner (if before the Commencement Date), or upon ninety (90) days' prior written notice to the Owner (if after the Commencement Date), in the event that: (i) Lessee does not obtain all licenses, permits, consents, easements, non-disturbance agreements, or other approvals (collectively," Approvals") reasonably desired by Lessee or required from any governmental authority or any third party related to or to reasonably desired by Lessee or required from any governmental authority or third party related to Lessee or reasonably necessary for Lessee to operate the Facility; (ii) any such Approvals are canceled, expire, or are withdrawn or terminated, including action by the FCC; (iii) if any environmental report for the Property reveals the presence of any Hazardous Material prior the Commencement Date; (iv) Lessee determines that the Site is not appropriate for its operations for economic or technological reasons, including without limitation, signal interference; or (v) if Owner fails to deliver to Lessee an executed memorandum of this Agreement or nondisturbance and attornment agreement as described herein below; or (vi) Lessee for any other reason in its reasonable discretion determines that it will be unable to use the Site for its intended purpose.

Provided, either the Owner or the Lessee shall have the right to terminate this Agreement upon thirty (30) days prior written notice, at any time upon a default of any covenant or undertaking by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (except that the Agreement shall not be terminated if the default cannot reasonably be cured within sixty (60) days and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion), provided the grace period for any monetary default shall be twenty (20) days from receipt of written notice.

Provided, further, notwithstanding any termination of this Agreement, Annual Rent shall be due and payable by the Lessee to the Owner monthly in the amounts provided for hereinabove until such time as the Facility is totally removed from the Owner's Property by the Lessee and the Site restored as required by this Agreement.

7. ***Compliance with Laws.*** Lessee shall fully comply with all applicable laws, statutes, ordinances, rules and regulations pertaining to Lessee's operation of the Facility, the improvements constructed, used, or maintained by Lessee at the Site and Property, or Lessee's use and occupancy of the Site and Property.

8. ***Entry.*** Owner represents and agrees that, subject to the provisions of this Agreement, Lessee (including its employees, agents and contractors) shall be entitled to reasonable access to the Site at all times (24 hours a day, seven (7) days a week at no

cost to Lessee) and to the use and enjoyment of the Site throughout the Initial Term and each Renewal Term of this Agreement, provided the Lessee is not then in default under this Agreement and subject to all preexisting encumbrances and any future encumbrances to which the Lessee is required to subordinate under *Section 21* of this Agreement. Owner grants Lessee and its employees, agents and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property as described in Exhibit "B". Owner shall maintain all access roadways from the nearest public road to the Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Unless a driveway intended solely for Lessee's use is provided by Lessee, in which case Lessee shall retain maintenance responsibility, Owner shall be responsible for maintaining and repairing such access roadways, at its sole expense, except for any damage caused by Lessee's and its employees, agents and contractors use of such roadways.

Owner shall not have unsupervised access to the Lessee's equipment that is located on the Site, except in case of an emergency. In the event of any emergency situation that poses an immediate threat of substantial harm or damage to persons and/or property that requires entry on the Site, Owner may enter the Site and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after that emergency entry onto the Site, Owner shall give Lessee notice of such entry. In addition, Owner shall have the right to periodically enter the Site to inspect the Facility upon reasonable prior written notice to Lessee, which notice shall specify the date and time when Owner seeks to enter the Site.

9. ***Improvements, Alterations, and Maintenance***. Lessee may, at its sole cost and expense, make the improvements to the Site as depicted in *Exhibit C* to this Agreement (the "Initial Improvements"). Lessee shall also have the right to make additional alterations and improvements to the Site, as Lessee deems necessary from the time to time for the operation of its Facility. Provided, however, Lessee shall not have the right to make any improvements or alterations that materially increase the size or visual affect of the Facility. Lessee agrees that, if requested by Owner prior to the Facility construction, Lessee shall reasonably cooperate to minimize the visual effect of the Facility to the extent reasonably possible. Owner shall not be obligated to accept any restrictions or conditions of approval of the Site from any governmental agency that would adversely affect the Owner's use and enjoyment or the market value of the Property. In connection with Lessee's installation and construction of improvements on the Site, all of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner and in conformance with all applicable laws, ordinances, rules and regulations. Before commencing construction of any improvement, alteration, modification, or construction on or about the Site, Lessee shall first submit Lessee's construction drawings to the Owner for approval. If such approval or rejection and/or request for changes is not received within Thirty (30) f() days of receipt by Owner, the construction drawings shall be deemed approved. Maintenance work preformed on or about the Site or Facility is not subject to Owner review and approval. Lessee shall hold title to all improvements to the Site constructed or installed by Lessee and the same shall

remain the personal property of Lessee and are not fixtures. Lessee at Lessee's sole cost and expense shall maintain and repair the Site, Facility and Lessee's other facilities on the Property, if any, in good and safe condition and in compliance with all applicable laws, ordinances, rules and regulations.

Lessee shall promptly repair any damage to Owner's personal property or the Property caused by Lessee's construction or operation of the Facility or Lessee's use or occupancy of the Site or Property. Before the expiration of this Agreement (or within ninety (90) days of any early termination), Lessee shall remove its Facility and all of its equipment and improvements from the Site and/or other license areas, together with the equipment and facilities of any co-locator to whom Lessee has licensed/leased space on Lessee's cell tower and Site (and such right shall be a term of any lease between the Lessee and such co-locator), and shall restore the Site and other license areas to the condition that existed as of the date of this Agreement, except for ordinary wear and tear and casualty damage. The concrete tower pad shall be removed to grade.

10. ***Mechanics' Liens***. Lessee shall not permit any mechanics', materialmen's, or other liens to be filed against the Property. Lessee further covenants and agrees that any Liens filed against the Property for work claimed to have been done for, or materials claimed to have been furnished to Lessee, will be discharged by Lessee, by bond or otherwise, within thirty (30) days after the filing thereof, at the sole cost and expense of Lessee: Owner shall have the right at all reasonable times to post and keep posted on the Site any notices which it deems necessary for protection from such liens. If any such liens are filed and not released within that thirty (30)-day period, Owner may without waiving its rights and remedies based on that breach by Lessee and without releasing it from any of its obligations, cause such Liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such liens. Lessee shall pay to Owner at once, upon thirty (30) days notice to Lessee, any sum paid by Owner to remove such liens, together with interest at twelve per cent (12%) per annum from the date of that payment by Owner.

11. ***Utilities.*** Lessee, at Lessee's sole cost and expense, shall be responsible directly to the appropriate utility providers, for obtaining and maintaining all utility services and connections required for Lessee's use of the Site. Owner will reasonably cooperate in Lessee's efforts to obtain and locate utility service for the Site. Owner agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Site, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of a utility easement in, over, across or through the Property at a location approved by the Owner as required by such servicing utility company to provide utility services as provided for herein. Any easement necessary for such power or other utilities shall be in a location acceptable to Owner and the servicing utility company.

12. ***Taxes***. Lessee acknowledges that the Property is currently tax-exempt for purposes of real estate taxes because it is devoted to municipal uses. If personal or real

property taxes are assessed against the Property because of the Facility and Site, Lessee shall pay any portion of such taxes directly attributable to the Lessee's Facility and Site. If any increase to Owner's real property taxes is the direct result of the Lessee's Facility and Site or any improvements related thereto, then Lessee shall reimburse the Owner that proportionate share of such tax increase provided that as a condition of Lessee's obligation to pay such tax increases that: (I) Owner shall provide to Lessee, within ten (10) days after receipt by Owner, the documentation from the taxing authority, , indicating that the increase is due to Lessee's Facility and Site (if Owner fails to provide the documentation within such time frame, Owner shall be responsible for all increases in taxes for the year covered in question), and (ii) Lessee may file a timely protest with the appropriate taxing authority, and Owner will consent to the Lessee's intervention and prosecution of the same (the cost of such appeal to be borne solely by the Lessee). Owner and Lessee shall cooperate with each other in the protest of any such assessment by (i) providing each other with information regarding the relative valuation of their respective property and (ii) allowing each other to participate in any proceeding related to the tax protest. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment.

13. ***Hazardous Substances:***

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material (as defined below) in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents and warrants that (i) it has no actual knowledge of the presence of any Hazardous Material (as defined below) located in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below); (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law (as defined below) for any environmental damage in, on, under, upon or affecting the Property; and (iii) Lessee and Owner will not, and Lessee and Owner will not permit any third party contractor to use, generate, handle, store or dispose of any Hazardous Material (as defined below) in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) "**Hazardous Materials**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(c) "**Environmental Law**" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

(d) Prior to the start of construction, Lessee will conduct a Phase I Environmental Study of the Property and at Lessee's election may also conduct a Phase II Environmental Study.

14. ***Assignment and Subletting***. Lessee may assign this Agreement, and may sublet space on the Site, which shall be evidenced by written notice thereof to Owner within a reasonable period of time thereafter. Upon assignment, Lessee shall be relieved of all future performances, liabilities, and other obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. Owner may assign this Agreement, which assignment may be evidenced by written notice to Lessee within a reasonable period of time thereafter provided that the assignee assumes all of Owner's obligations herein, including but not limited to, those set forth in Section 24 ("***Waiver of Owner's Lien***") below. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns during the Term hereof. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom (i) Lessee has obligations for borrowed money or in respect of guaranties thereof, (ii) Lessee has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) Lessee has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. ***Insurance***. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Site and on the Facilities throughout the term of this Agreement, bodily injury and property damage insurance with a combined single limit of at least Two Million and 00/100 Dollars ($2,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Owner, at Owner's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least Two Million and 00/100 Dollars ($2,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Owner, its employees and agents arising out of or in connection with Owner's use, occupancy and maintenance of the Property and Owner's

property located thereon. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage and all renewals required by this paragraph within thirty (30) days following the Effective Date and the date of each such renewal. If any such insurance coverage is cancelled at any time, the party whose insurance is cancelled shall notify the other party within ten (10) business days and shall immediately make provision for the acquisition of alternate coverage in the required amount.

17. ***Waiver of Subrogation***. Owner and Lessee each hereby waive all rights of recovery against the other, the other's agents, employees, contractors, and representatives on account of loss and damage occasioned to such waiving party to the extent that loss or damage is insured or is required to be insured against under any insurance policy required by this Agreement. Lessee and Owner shall, upon obtaining policies of insurance pertaining to the Property, Site, or Facility, notify the insurance company issuing the insurance policy that the foregoing waiver of subrogation is contained in this Agreement. Each party shall cause each insurance policy carried by it pertaining to the Property, Site or Facility to provide that the insurance company acknowledges acceptance to the foregoing mutual waiver (i.e., waiver of subrogation) of claims under this *Section 17*. Notwithstanding the foregoing, it is agreed that if any loss because of the act, omission, negligence, or willful misconduct of Lessee, Lessee's Commercial General Liability insurance shall be primary and shall cover all losses and damages before any insurance carried by Owner; provided that Owner's Commercial General Liability shall be primary and cover all losses and damages in the event any loss occurs because of an act, omission, negligence or willful misconduct of Owner or Owner's employees, agents, representatives or contractors. Neither Lessee nor Owner shall be liable to the other for any damages caused by fire or any of the risks insured against under any insurance policy required by Section 16.

18. ***Limitation of Liability***. Owner's and Lessee's liability for any claim by the other party shall be limited to the amount of the other party's liability insurance coverage with respect to the Property. Furthermore, in no event shall Owner or Lessee be liable to the other party for consequential or punitive damages. Owner and Lessee acknowledge that this limitation of liability and waiver of consequential or punitive damages is a material term of this Agreement and that neither party would enter into the Agreement in the absence of this waiver.

19. ***Damage and Destruction***. If the Site or other improvements located on the Property are destroyed or damaged so as, in Lessee's sole judgment, to materially and adversely impair Lessee's effective use of the Site, Lessee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Owner no more than forty-five (45) days following the date of such damage or destruction. If Lessee elects to terminate this Agreement under this Section 19, all rights and obligations of the parties that do not survive the termination of this Agreement shall cease as of the date Owner receives Lessee's termination notice, provided the Lessee has complied with its removal and restoration obligations specified in Section 9 above. Lessee shall, in any event, be

obligated to pay the Owner the Rent called for in this Agreement until such time as all of its equipment and facilities are removed from the Site.

20. ***Condemnation.*** If a condemning authority takes all the Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Site unsuitable for Lessee's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. Sale of all or part of the Property by Owner 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. In any condemnation preceding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall mean the value of Facilities, moving expenses, prepaid rent, business dislocation expenses and any other amounts recoverable under condemnation law).

21. ***Subordination.*** This Agreement shall be subject and subordinate at all times to: (i) all ground leasing or underlying leases that may now exist or hereafter affect the Property, and (ii) the lien of any mortgage, deed of trust or other security device that may now exist or hereafter be executed in any amount for which the Property or any part thereof, or Owner's interest or estate in the Property or any part thereof, is specified as security, or the Owner's use and occupancy of the Property for Township purposes. Owner or any such mortgagee or ground lessor shall have the right, at its election, to subordinate any such ground leases or underlying leases or any such liens to this Agreement or to require this Agreement to be subordinated to such interest. If Owner's interest in the Site is acquired by any ground lessor or mortgagee, or if any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage, deed of trust or other security device made by Owner covering the Site or any part thereof, or in the event a conveyance in lieu of foreclosure is made for any reason, Lessee shall, notwithstanding any subordination and upon the request of such successor in interest to Owner, attorn to and become the Lessee of the successor in interest to Owner and recognize such successor in interest as the Owner under this Agreement, on the condition that such successor in the interest agrees to formally recognize in writing the use and access rights and other rights of Lessee created by this Agreement, and assume all obligations of Owner under this Agreement. Conditioned upon Lessee's receipt of a non-disturbance agreement for any such mortgage or security interest, Lessee covenants and agrees to execute and deliver, upon Owner's request and in a commercially reasonable form, any additional documents evidencing the priority or subordination of this Agreement with respect to any such ground leases or underlying leases, or the lien of any such mortgages or deeds of trust.

22. ***Estoppel Certificates.*** Lessee shall, within thirty (30) days following written request by Owner, execute and deliver to Owner an estoppel certificate, in a form submitted to Lessee by Owner, certifying that this Agreement is unmodified and in full force and effect or, if this Agreement has been modified, attaching a copy of the modification and certifying that this Agreement, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any; acknowledging that there are

not, to Lessee's knowledge, any uncured defaults on the part of the Owner or stating the nature of any uncured defaults; certifying the current annual rent amount; and certifying to such other information related to this Agreement as Owner may reasonably request.

23. ***Interference.***

Owner agrees to eliminate, without cost to Lessee, any interference to Lessee's operation of the Facility or Site caused by Owner within 72 hours of written notice thereof. If such interference cannot be eliminated within 72 hours, after written notice thereof, Owner shall cease or shall require the party causing the interference to cease using the equipment which is causing the interference, except for short tests necessary for the elimination of the interference. Lessee agrees not to interfere with radio transmission or reception equipment properly located on the Property, provided that such equipment is actually in place as of the date of this Agreement. Subject to Owner's obligations under this Section 23, Lessee further agrees not to interfere with the operation of Owner or other licensees of the Property. If Lessee should cause such measurable interference, Lessee shall eliminate it within 72 hours of written notice thereof. If such interference cannot be eliminated within 72 hours, after written notice thereof, Lessee shall cease using the equipment which is causing the interference, except for short tests necessary for the elimination of the interference. Owner agrees to include the provision of this paragraph in all future leases for users of the Property.

24. ***Waiver of Owner's Lien.***

(a) Owner waives any lien rights it may have concerning the Facilities, all of which are Lessee's personal property and not fixtures.

(b) Lessee has the right to remove the same at any time without Owner's consent, subject to the other terms of this Agreement.

(c) Owner acknowledges that Lessee may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Facilities ("*Collateral*") with a third party financing entities). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

25. ***Default.***

(a) ***Lessee Default.*** Lessee shall be deemed to be in default of this Agreement if: (i) Lessee fails to make any payment of fees or Rent required under this Agreement, as and when due, where the default continues for a period of twenty (20) days after written notice of nonpayment by Owner to Lessee or (ii) Lessee fails to observe or

perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Lessee, where that failure continues for a period of sixty (60) days after written notice thereof by Owner to Lessee (provided, however, that if the nature of Lessee's default is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion).

(b) ***Owner Default.*** Owner shall be deemed to be in default of this Agreement if Owner fails to comply with any of the covenants, conditions, of provisions of this Agreement to be observed or performed by Owner, when that failure continues for a period of sixty (60) days after written notice from Lessee to Owner detailing such default (provided, however, that if the nature of Owner's default is such that more than sixty (60) days are reasonably required for its cure, then Owner shall not be deemed to be in default if Owner commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion).

(c) ***Remedies.*** If curable default occurs that is not cured within the grace period specified above, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement upon thirty (30) days prior written notice, subject to the limitations on Owner's and Lessee's liability set forth in *Section 18* of this Agreement.

*26.* ***Notices.*** All notices must be in writing and shall be deemed received and effective five (5) days after deposit in the U.S. mail, certified and postage prepaid, or one business day after the deposit with a nationally recognized overnight delivery service (e.g., FedEx), to the address set forth below or as otherwise provided by law.

Owner: Caln Township. Attn: Township Manager
253 Municipal Drive
Thorndale, PA 19372

Lessee: New Cingular Wireless PCS, LLC
6100 Atlantic Blvd.
Norcross, GA 30071
Attn: Network Real Estate Administration
Mail Code GAN02

With a copy to: New Cingular Wireless PCS, LLC
15 East Midland Avenue
Paramus, NJ 07652
Attn: Legal Department – Land Use

New Cingular Wireless PCS, LLC
200 N. Warner Road
King of Prussia, PA 19406
Attn: Lease Administration
Mail Drop 200370

Either party shall have the right to change its address for purposes of notice by providing by providing other party with at least fifteen (15) days' prior written notice of such change address. Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee or delivered by overnight courier.

27. ***Confidentiality***. In connection with this Agreement and Owner's access to the Site, Lessee may disclose to Owner certain information that is identified in writing to Owner as being proprietary in nature regarding Lessee's equipment specifications ("Confidential Information"). Unless required to do so by the Pennsylvania Right To Know Law, as presently constituted or hereafter amended, the Owner shall not disclose Confidential Information to any third party without the express written authorization of Lessee, except: (i) as required by law, (ii) in confidences to legal counsel, technical consultants, financing sources and/or prospective purchasers on grounds, or (iii) regarding enforcement of this Agreement.

28. ***Further Assurances***. In addition to the actions specifically mentioned in this Agreement, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

29. ***Holding Over.*** If Lessee continues to occupy the Site following the expiration or termination of this Agreement with Owner's consent, then such holding over shall constitute a renewal of this Agreement on a month-to-month basis, with the Monthly Rent during the holdover period to be equal to One Hundred Fifty percent (150 %) of the monthly rent in effect immediately before such expiration or termination. In that event, either party shall be entitled to terminate such holdover tenancy upon thirty (30) days' prior written notice to the other party.

30. ***Effectiveness***. This Agreement shall not be effective until Owner and Lessee have delivered to each other fully-executed originals of this Agreement; and Owner and Lessee have delivered to each other true copies of the insurance certificates required hereby.

31. ***Miscellaneous.***

(a) ***Attorneys' Fees.*** If any action shall be instituted by Owner or Lessee (or their respective successors) for the enforcement of any of their rights in and under this Agreement, or if either party is involuntary enjoined in an action or proceeding involving the other party, the party in whose favor judgment shall be rendered in that action shall be

entitled to recover from the other party all costs reasonably incurred by the prevailing party in the action, including actual costs and attorneys' fees.

(b) ***Captions.*** The captions and headings used in this Agreement are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Agreement.

(c) ***Counterparts***. This Agreement may be executed in counterpart copies. Any fully executed counterpart copy of this Agreement shall be deemed an original for all purposes.

(d) ***Severability***. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or enforce ability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had not been contained in this Agreement.

(e) ***Choice of Law***. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any suit must be filed and tried to conclusion in the Courts of Chester County, Pennsylvania or any federal court having jurisdiction of any such controversy. The language in all parts of this Agreement shall in all cases be constructed as a whole according to its fair meaning and not strictly for or against either Owner or Lessee.

(f) ***Non-Agency.*** It is not the intention of Owner or Lessee to create by this Agreement a relationship of master and servant or principle and agent, and under no circumstance shall Lessee be considered the agent of Owner, or vice versa, it being the sole purpose and intent of the Parties to this Agreement to create a relationship of lessor and lessee.

(g) ***Successors***. The terms, covenants, conditions, and agreements contained in this Agreement shall, subject to the provisions as to assignment and transfer contained in this Agreement and any other provisions restricting successors as to assigns, apply to and bind the heirs, successors, legal representatives, and assigns of the parties to this Agreement.

(h) ***Waiver.*** The waiver by Owner or Lessee of any term, covenant, agreement, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Agreement.

(i) ***Entire Agreement.*** This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representatives, negotiations, or correspondence between the parties except as expressed in this agreement. Except as otherwise provided in this Agreement, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

(j) ***Authority.*** Each individual executing this Agreement on behalf of Lessee and Owner represents and warrants that: (i) he or she is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or appropriate limited liability company documentation, as the case may be; (ii) this Agreement is binding upon said entity in accordance with its terms; (iii) Owner and Lessee are duly organized, legally existing, and in good standing; (iv) each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(k) ***Exhibits, References.*** All exhibits, attachments, amendments, riders, and addenda attached to this Agreement are hereby incorporated into a part of this Agreement. All references in this Agreement to sections, exhibits, and provisions are made respectively, to the sections, exhibits, and provisions of this Agreement, unless otherwise specified.

(l) ***Joint and Several.*** If Lessee or Owner is constituted of more than one person or entity, the obligations imposed on each such person or entity shall be joint and several.

(m) ***Memorandum of Agreement***. Owner agrees to execute and deliver to Lessee a Memorandum of Agreement in the form annexed hereto as Exhibit D and acknowledges that such Memorandum of Agreement will be recorded by Lessee in the official records of Chester County, Commonwealth of Pennsylvania where the Property is located.

(n) ***Warranty of Title and Quite Enjoyment***. Owner warrants that: (i) Owner owns the Property in fee simple and has rights or access thereto and the Property is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Owner covenants and agrees with Lessee that Lessee may peacefully and quietly enjoy the Site, provided that Lessee is not in default hereunder after notice and expiration of all cure periods.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this instrument the day and year first above written.

LESSOR: Caln Township

By:

Name: Arnold Kring

Title: President, Board of Commissioners

ATTEST: Janet Bugar, Township Secretary

Signature and Date: Janet Bugar

LESSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company, dba Cingular Wireless

By:

Charles H. Krudener, Jr

Sr. Manager, Real Estate & Construction

Date: 5/26/05

Cingular Id: THORNDALE

# EXHIBIT A

## DESCRIPTION OF PROPERTY
Page 1 of 1

to the Site Agreement dated _____ ____, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee:

The property is described and/or depicted as follows:

ALL THAT CERTAIN tract of land SITUATED in the Township of Caln, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Kings Highway a corner of land belonging to Caln Friends Meeting House; thence from said point of beginning leaving said center line and along land belonging to Caln Friends Meeting House, South 0 degrees 25 minutes East 67.67 feet to a point; thence continuing along the same North 89 degrees 37 minutes 50 seconds East 464.92 feet to a point, a corner of land belongin to M. Price Margolis; thence along land belonging to Margolis, South 1 degree 31 minutes 10 seconds West 452.63 feet to a point on the center line of the Coatesville Downingtown By-Pass; thence along said center line South 89 degrees 18 minutes 45 seconds West 2,359.07 feet to a point in the line of land belonging to Jesse T. Smith; thence along land belonging to Jesse Smith and Harry Gill, North 1 degree 11 minutes 10 seconds East 97.85 feet to a point, a corner of land belonging to George Cirarlone; thence along land belonging to Cirarlone and various owners North 82 degrees 20 minutes East 823.95 feet to a point, a corner of land belonging to Clarence Redden; thence along land belonging to Redden, North 1 degree 54 minutes West 316.64 feet to a point on the aforesaid center line on Kings Highway; thence along said center line, North 88 degrees 4 minutes 35 seconds East 423.95 feet to a point; thence continuing along the same North 89 degrees 24 minutes 25 seconds East 673.72 feet to the first mentioned point and place of beginning.

CONTAINING 20.612 acres of land be the same more or less.

Chester County Tax Parcel 39-4-91.4

BEING PART OF the same premises which Christian G. Zirn and Margaret F. Zirn, his wife by Deed dated December 15, 1971 and recorded in Chester County in Deed Book I 40 page 465 conveyed unto Fred W. Betz and Murray Eisman, Co-Partners Trading and doing Business as Thorndale Associates, in fee.

BEING the same premises which Fred W. Betz, et al. by Deed dated October 21, 1992 and recorded in Record Book 3384, page 237, granted and conveyed unto Kings Highway Associates, Inc., Grantor herein.

Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown.

# EXHIBIT B

## DESCRIPTION OF THE SITE



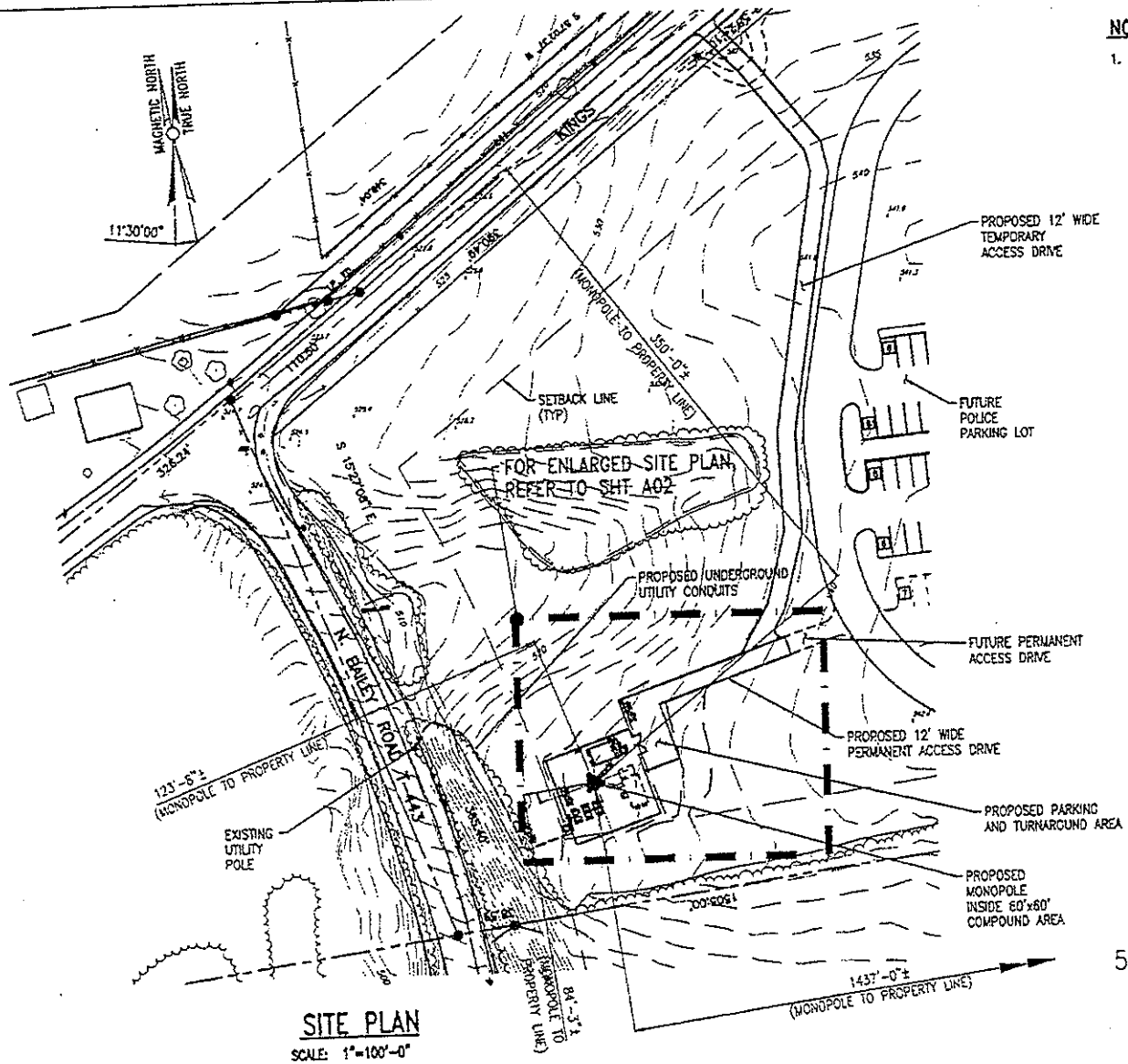
to the Site Agreement dated _____ ____, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee:

The site is described and/or depicted as follows:

SEE ATTACHED

Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown.




## SITE PLAN

SCALE: 1"=100'-0"

**NOTES:**

1. SURVEY PLAN WAS CREATED FROM SITE SURVEY DRAWING TITLED "ALTERNATIVE ENTRANCE SKETCH 2, 78 LOT SUBDIVISION PLAN," DATED 4/6/04 AS PREPARED BY D.L.HOWELL & ASSOCIATES, INC.

50' 0 100' 200'

SCALE: 1"=100'-0"

HENKELS & McCOY, INC.
BLUE BELL, PA 19422

LEASE EXHIBIT

| | | | |
|---|---|---|---|
| A | 4/22/05 | ISSUED FOR LEASE EXHIBIT | |
| NO. | DATE | REVISIONS | |

SCALE AS NOTED | DESIGNED DV | DRAWN HMB

| | | |
|---|---|---|
| 24762-419 | PHO678-A01 | A |

HENKELS & McCOY, INC.
948 JOLLY ROAD
BLUE BELL, PA 19422

THORNDALE
SITE #PHO678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

cingular WIRELESS

5/11/05 5/11/05

# EXHIBIT C

## DESCRIPTION OF THE FACILITY



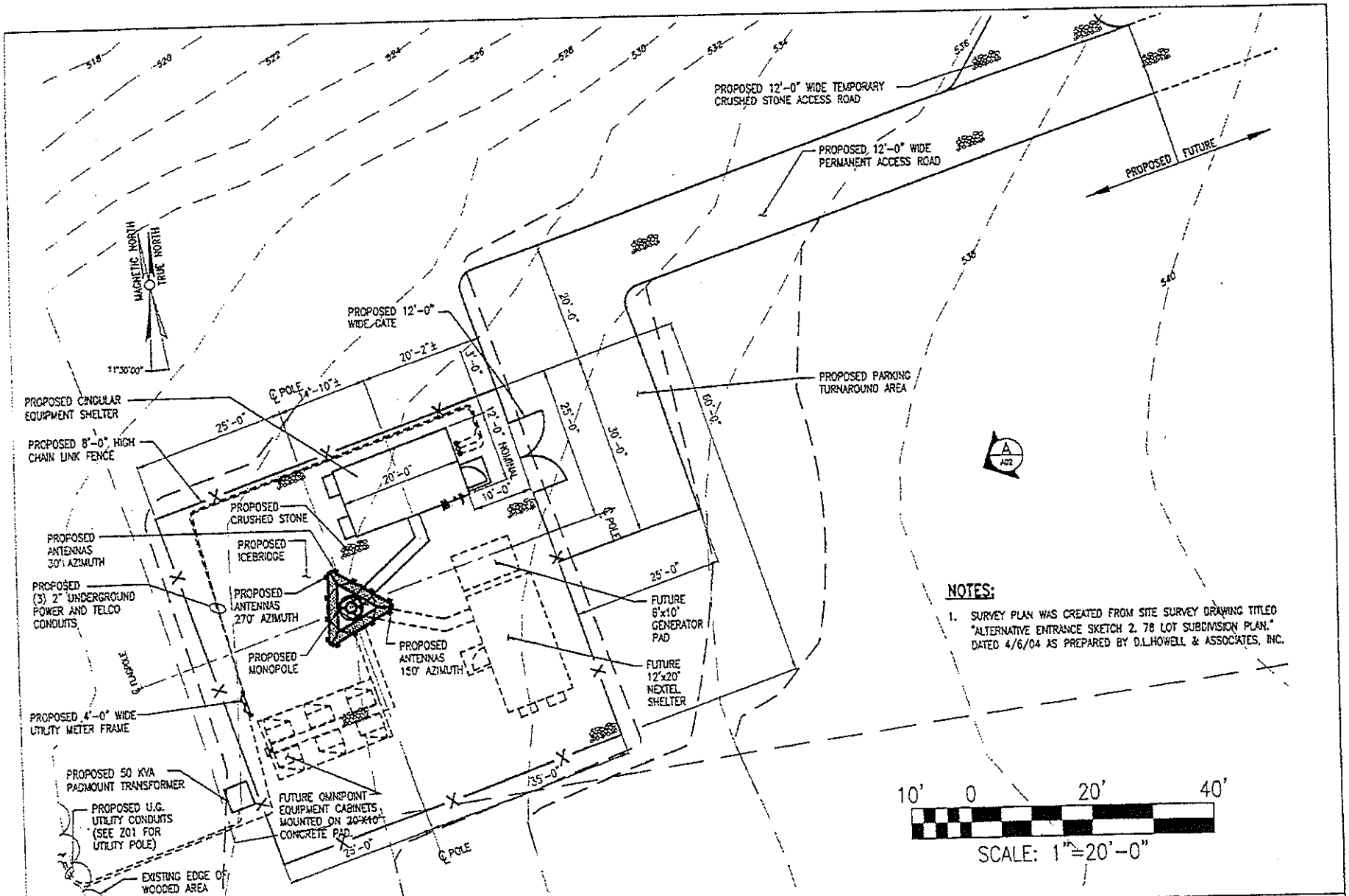
to the Site Agreement dated _____ ____, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee:

The site is described and/or depicted as follows:

SEE ATTACHED

Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown.




**NOTES:**

1. SURVEY PLAN WAS CREATED FROM SITE SURVEY DRAWING TITLED "ALTERNATIVE ENTRANCE SKETCH 2, 78 LOT SUBDIVISION PLAN." DATED 4/6/04 AS PREPARED BY D.L.HOWELL & ASSOCIATES, INC.

H&M HENKELS & McCOY, INC.
863 JOLLY ROAD
BLUE BELL, PA 19422
OFFICE (215) 283-7808
FAX (215) 283-7807
EMAIL: DAVE@DCSB-EMAILS.COM
PROJECT NUMBER 06-W12720-00

THORNDALE
SITE #PHO678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

cingular WIRELESS

| NO. | DATE | REVISIONS | BY | CHK | APP'D |
|---|---|---|---|---|---|
| A | 4/22/05 | ISSUED FOR LEASE EXHIBIT | HWB | DP | CV |

SCALE: AS NOTED | DESIGNED BY | DRAWN HWB

HENKELS & McCOY, INC.
BLUE BELL, PA 19422

LEASE EXHIBIT

JOB NO. 24782-418 | DRAWING NUMBER PHO678-A02 | REV A

5/11/05

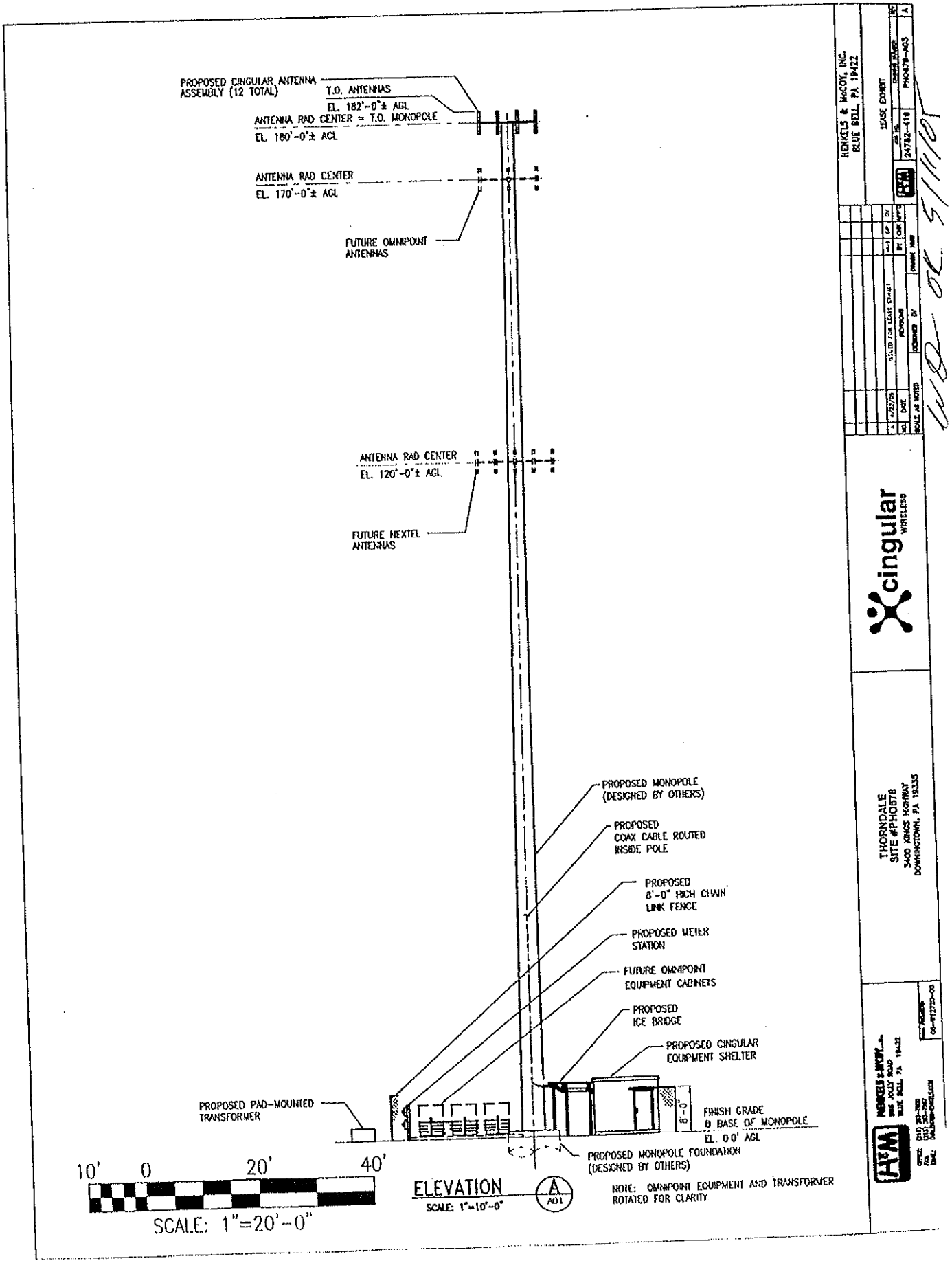

PROPOSED CINGULAR ANTENNA ASSEMBLY (12 TOTAL)
T.O. ANTENNAS
EL. 182'-0"± AGL
ANTENNA RAD CENTER = T.O. MONOPOLE
EL. 180'-0"± AGL
ANTENNA RAD CENTER
EL. 170'-0"± AGL
FUTURE OMNIPOINT ANTENNAS
ANTENNA RAD CENTER
EL. 120'-0"± AGL
FUTURE NEXTEL ANTENNAS
PROPOSED MONOPOLE (DESIGNED BY OTHERS)
PROPOSED COAX CABLE ROUTED INSIDE POLE
PROPOSED 8'-0" HIGH CHAIN LINK FENCE
PROPOSED METER STATION
FUTURE OMNIPOINT EQUIPMENT CABINETS
PROPOSED ICE BRIDGE
PROPOSED CINGULAR EQUIPMENT SHELTER
PROPOSED PAD-MOUNTED TRANSFORMER
8'-0"
FINISH GRADE @ BASE OF MONOPOLE
EL. 0'-0" AGL
PROPOSED MONOPOLE FOUNDATION (DESIGNED BY OTHERS)
10' 0 20' 40'
SCALE: 1"=20'-0"
ELEVATION
SCALE: 1"=10'-0"
A
A01
NOTE: OMNIPOINT EQUIPMENT AND TRANSFORMER ROTATED FOR CLARITY.
HENKELS & McCOY, INC.
BLUE BELL, PA 19422
LEASE EXHIBIT
24782-416
PHO678-A03
ISSUED FOR LEASE EXHIBIT
SCALE AS NOTED
cingular WIRELESS
THORNDALE
SITE #PHO678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335
HENKELS & McCOY
865 JOLLY ROAD
BLUE BELL, PA 19422
06-912725-03
DATE 05-17-03
DWG. 24782-416
SHEET A01
DWG. PHO678-A03

**EXHIBIT D**

**MOL attached.**

**Prepared by:**
Wireless Communication Consultants, Inc.
3817 Linglestown Road
Harrisburg, PA 17110

**Return to:**
c/o Cingular Wireless, LLC
6100 Atlantic Boulevard
Norcross, GA 30071
Attn: Network Real Estate Administration

Re: Cell Site #10063309; Cell Site Name: Thorndale

State: Pennsylvania
County: Chester

# MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2005 by and between Caln Township, a Political Subdivision of the Commonwealth of Pennsylvania, having a mailing address of 253 Municipal Drive, Post Office Box 149, Thorndale, PA 19372 (hereinafter referred to as "**Owner**") and New Cingular Wireless PCS, LLC a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Lessee**").

1. Owner and Lessee entered into a certain Lease Agreement ("Agreement") on the _____ day of _____, 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew and one (1) additional term of four (4) years.

3. The portion of the land being leased to Lessee (the "Site") is described in **Exhibit A** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are

hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

**"OWNER"**
Caln Township
By: _____
Print Name: Arnold Kring
Its: President, Board of Commissioners
Date: 5-3-05

Attest: Janet Bugar
Print Name: Janet Bugar
Its: Township Secretary
Date: 5-3-05

**"LESSEE"**
New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

## LESSEE ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2005, before me personally appeared Charlie H. Krudener, Jr., and acknowledged under oath that he is the Sr. Manager, Real Estate & Construction of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Delaware limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

## OWNER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF CHESTER)

BE IT REMEMBERED, that on this 3 day of May, 2005 before me, the subscriber, a person authorized to take oaths in the State of Pennsylvania, personally appeared Arnold Kring, President Board of Commissioners, Caln Township, who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes therein contained.

_____
Notary Public: Kathleen M. Orth
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN M ORTH, Notary Public
Caln Twp Chester County
My Commission Expires June 12, 2008

# EXHIBIT A

## DESCRIPTION OF PROPERTY



to the Memorandum of Lease dated _____ ___, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is described and/or depicted as follows:

ALL THAT CERTAIN tract of land SITUATED in the Township of Caln, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Kings Highway a corner of Land belonging to Caln Friends Meeting House; thence from said point of beginning leaving said center line and along land belonging to Caln Friends Meeting House, South 0 degrees 25 minutes East 67.67 feet to a point; thence continuing along the same North 89 degrees 37 minutes 50 seconds East 464.92 feet to a point, a corner of Land belongin to M. Price Margolis; thence along Land belonging to Margolis, South 1 degree 31 minutes 10 seconds West 452.63 feet to a point on the center line of the Coatesville Downingtown By-Pass; thence along said center line South 89 degrees 18 minutes 45 seconds West 2,359.07 feet to a point in the line of Land belonging to Jesse T. Smith; thence along Land belonging to Jesse Smith and Harry Gill, North 1 degree 11 minutes 10 seconds East 97.85 feet to a point, a corner of Land belonging to George Cirarlone; thence along Land belonging to Cirarlone and various owners North 82 degrees 20 minutes East 823.95 feet to a point, a corner of land belonging to Clarence Redden; thence along Land belonging to Redden, North 1 degree 54 minutes West 316.64 feet to a point on the aforesaid center line on Kings Highway; thence along said center line. North 88 degrees 4 minutes 35 seconds East 423.95 feet to a point; thence continuing along the same North 89 degrees 24 minutes 25 seconds East 673.72 feet to the first mentioned point and place of beginning.

CONTAINING 20.612 acres of Land be the same more or less.

Chester County Tax Parcel 39-4-91.4

BEING PART OF the same premises which Christian G. Zirn and Margaret F. Zirn, his wife by Deed dated December 15, 1971 and recorded in Chester County in Deed Book I 40 page 465 conveyed unto Fred W. Betz and Murray Eisman, Co-Partners Trading and doing Business as Thorndale Associates, in fee.

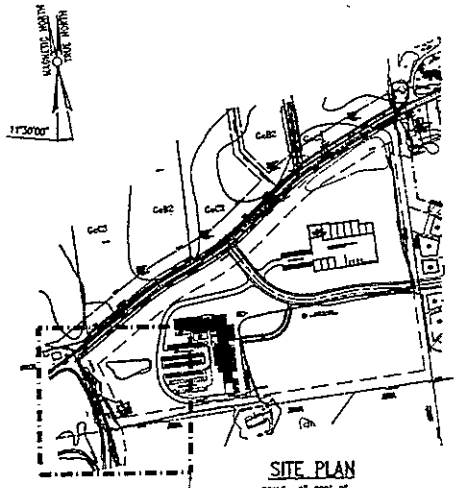
BEING the same premises which Fred W. Betz, et al. by Deed dated October 21, 1992 and recorded in Record Book 3384, page 237, granted and conveyed unto Kings Highway Associates, Inc., Grantor herein.

**Notes:**

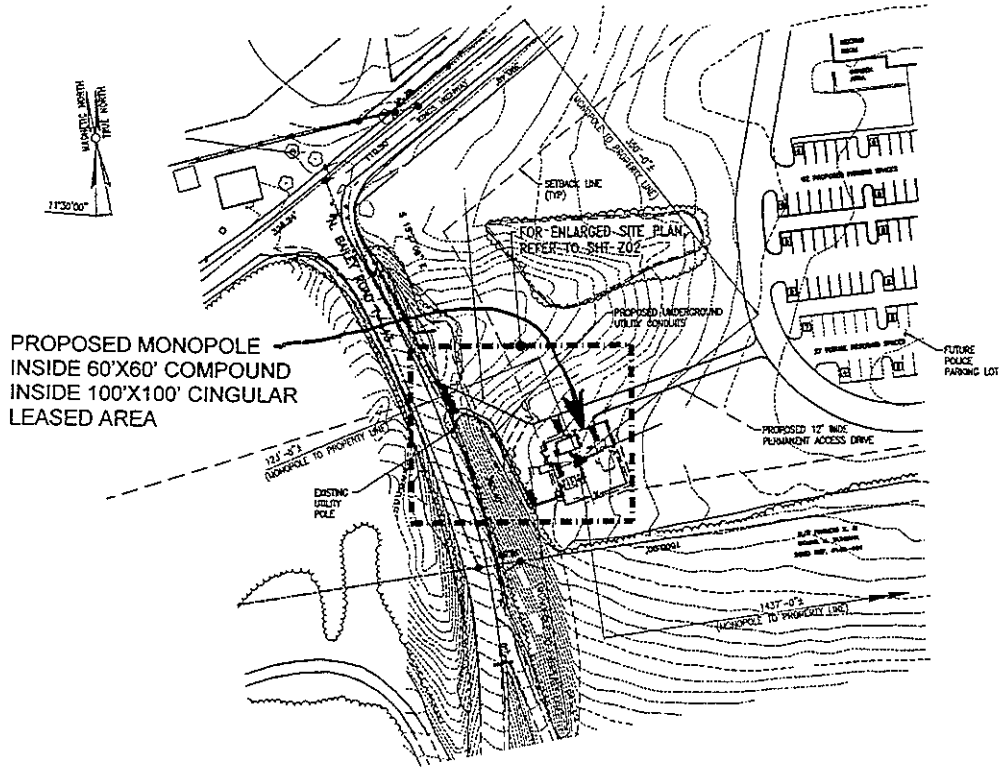
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

**NOTES:**

1. SURVEY PLAN WAS CREATED FROM SITE SURVEY DRAWING TITLED "ALTERNATIVE ENTRANCE SKETCH 2, 78 LOT SUBDIVISION PLAN," DATED 4/6/04 AS PREPARED BY D.L.HOWELL & ASSOCIATES, INC.
2. FOR GENERAL NOTES, REFER TO DRAWING Z02.




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




PARTIAL SITE PLAN
SCALE: 1"=50'-0"

100' 0 200' 400'
SCALE: 1"=200'-0"

25' 0 50' 100'
SCALE: 1"=50'-0"

HENKELS & McCOY, INC.
965 JOLLY ROAD
BLUE BELL, PA 19422

THORNDALE
SITE #PH0678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

cingular WIRELESS

| NO. | DATE | REVISIONS | BY | CHK | APP'D |
|---|---|---|---|---|---|
| 0 | 2/22/05 | ISSUED FOR ZONING | HMB | CRT | DV |
| A | 2/4/05 | ISSUED FOR ZONING REVIEW | HMB | CRT | DV |

SCALE AS NOTED | DESIGNED CRT | DRAWN HMB

THOMAS C. READINGER

HENKELS & McCOY, INC.
BLUE BELL, PA 19422

SITE PLAN AND PARTIAL SITE PLAN

JOB NO. 24782-419 | DRAWING NUMBER PH0678-Z01 | REV. 0

22 x 34 SIZE

# EXHIBIT B

## DESCRIPTION OF SITE

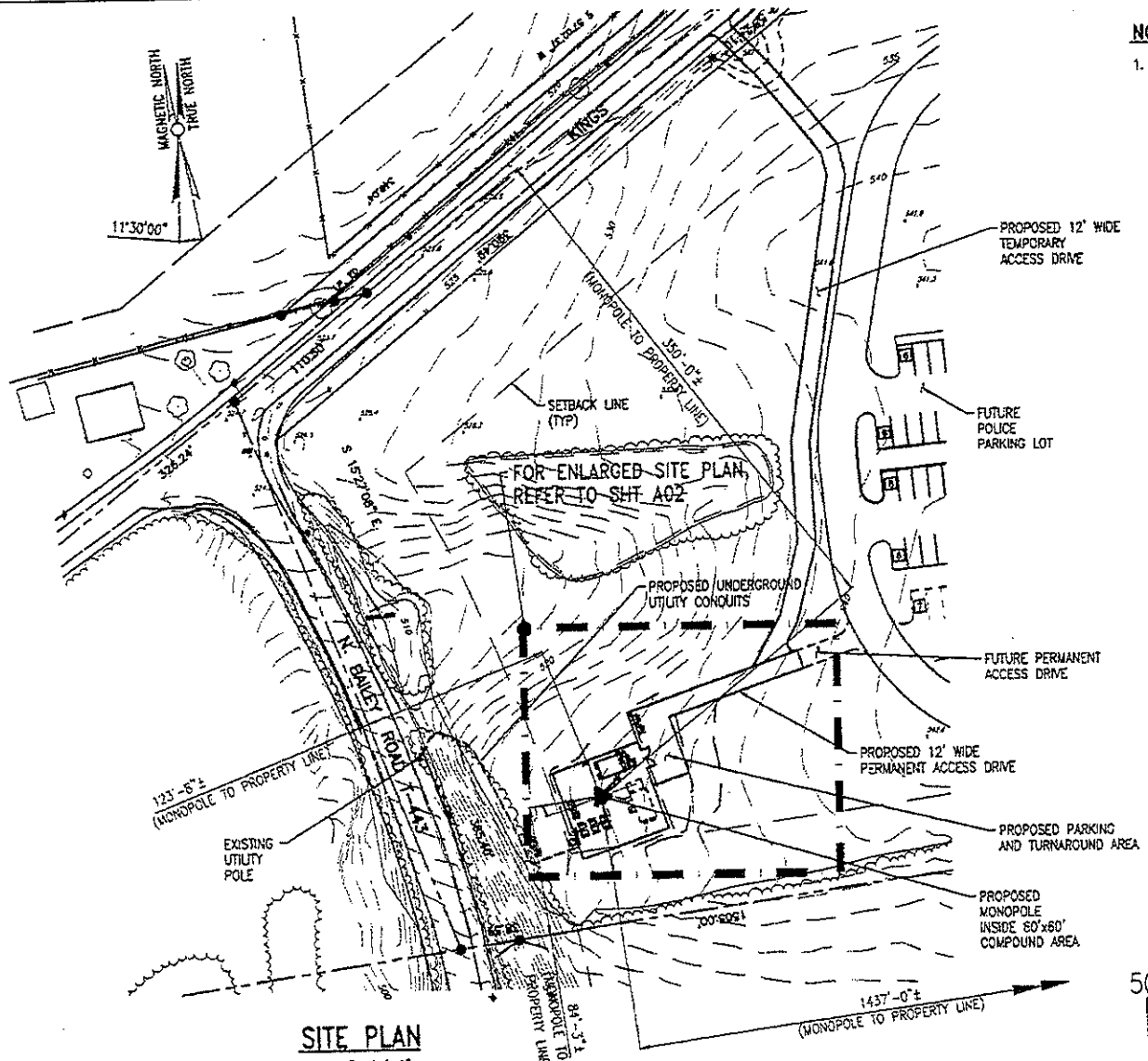


to the Memorandum of Lease dated _____ ___, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is described and/or depicted as follows:

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.




## SITE PLAN

SCALE: 1"=100'-0"

**NOTES:**

1. SURVEY PLAN WAS CREATED FROM SITE SURVEY DRAWING TITLED "ALTERNATIVE ENTRANCE SKETCH 2, 78 LOT SUBDIVISION PLAN," DATED 4/6/04 AS PREPARED BY D.L.HOWELL & ASSOCIATES, INC.

50' 0 100' 200'

SCALE: 1"=100'-0"

HENKELS & McCOY, INC.
BLUE BELL, PA 19422

LEASE EXHIBIT

| NO. | DATE | REVISIONS | BY | CHK | APPD |
|---|---|---|---|---|---|
| A | 4/22/05 | ISSUED FOR LEASE EXHIBIT | HM | DP | DV |

SCALE AS NOTED | DESIGNED DV | DRAWN HMB

JOB NO. 24782-419 | DRAWING NUMBER PHO678-A01 | REV. A

H&M HENKELS & McCOY, INC.
948 JOLLY ROAD
BLUE BELL, PA 19422
OFFICE: (215) 283-7600
FAX: (215) 283-7707
EMAIL: DAN@HENKELS.COM

DWG NUMBER 06-W12720-00

THORNDALE
SITE #PHO678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

cingular WIRELESS

5/11/05 5/11/05

# EXHIBIT C

## DESCRIPTION OF FACILITY

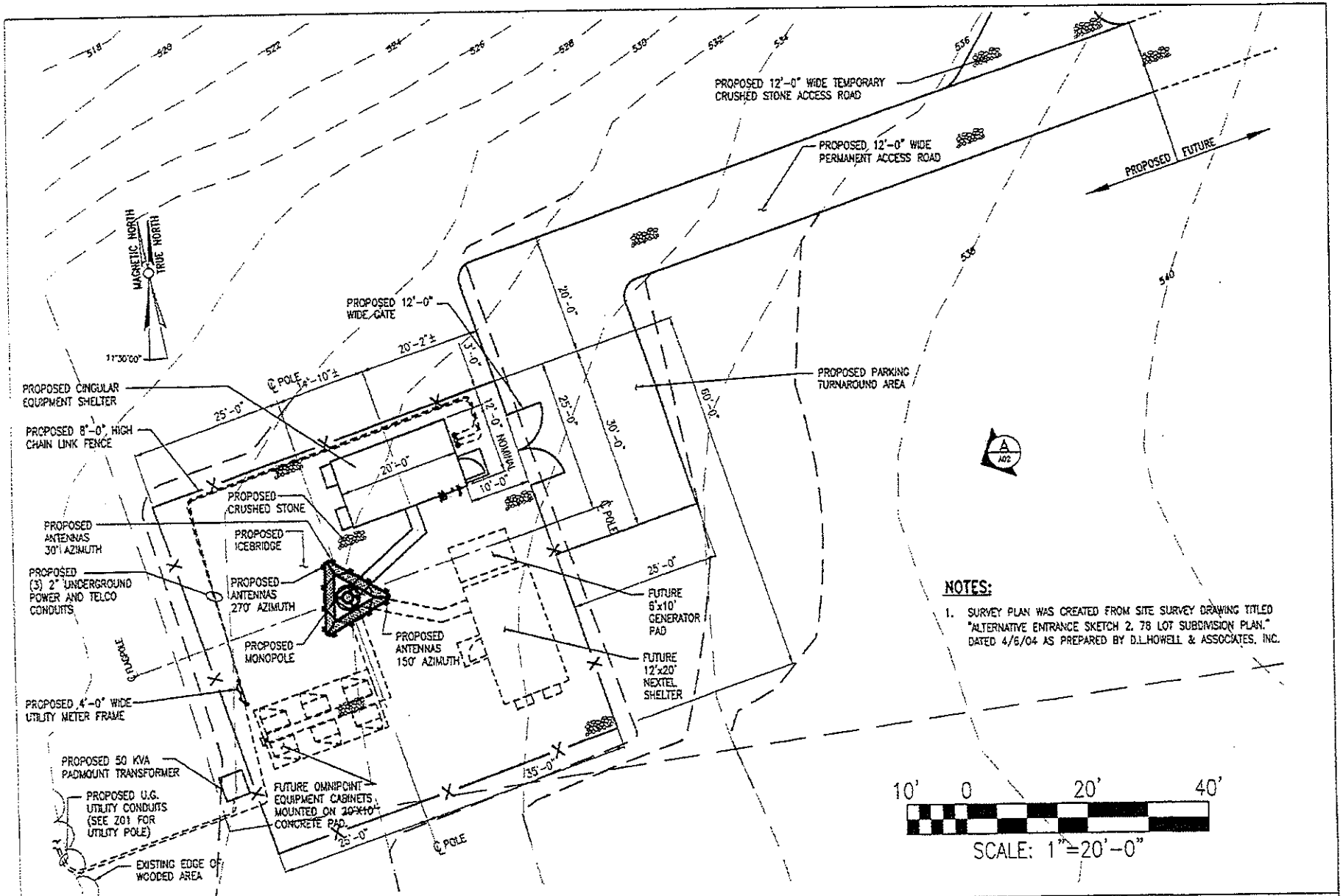


to the Memorandum of Lease dated _____ ___, 2005, by and between Caln Township, a political subdivision of the Commonwealth of Pennsylvania, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is described and/or depicted as follows:

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.




HENKELS & McCOY, INC.
BLUE BELL, PA 19422

THORNDALE
SITE #PHO678
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

cingular WIRELESS

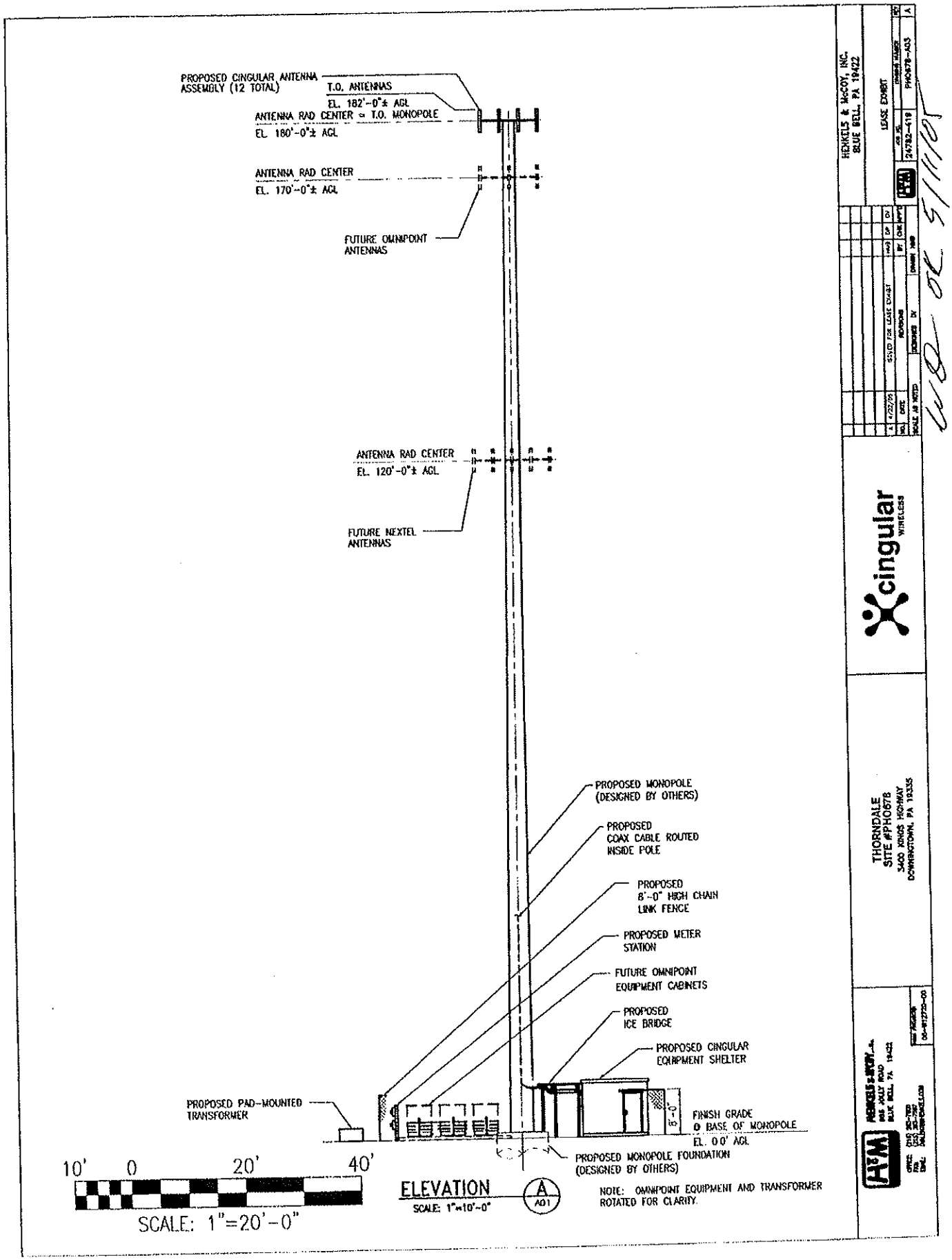
| NO. | DATE | REVISIONS | BY | CHK | APP'D |
|---|---|---|---|---|---|
| A | 4/22/05 | ISSUED FOR LEASE EXHIBIT | HWB | DP | DV |

SCALE: AS NOTED | DESIGNED: DV | DRAWN: HWB

LEASE EXHIBIT

JOB NO. 24782-410 | DRAWING NUMBER PHO678-A02 | REV. A

5/11/05


PROPOSED CINGULAR ANTENNA ASSEMBLY (12 TOTAL)
T.O. ANTENNAS
EL. 182'-0"± AGL
ANTENNA RAD CENTER = T.O. MONOPOLE
EL. 180'-0"± AGL
ANTENNA RAD CENTER
EL. 170'-0"± AGL
FUTURE OMNIPOINT ANTENNAS
ANTENNA RAD CENTER
EL. 120'-0"± AGL
FUTURE NEXTEL ANTENNAS
PROPOSED MONOPOLE (DESIGNED BY OTHERS)
PROPOSED COAX CABLE ROUTED INSIDE POLE
PROPOSED 8'-0" HIGH CHAIN LINK FENCE
PROPOSED METER STATION
FUTURE OMNIPOINT EQUIPMENT CABINETS
PROPOSED ICE BRIDGE
PROPOSED CINGULAR EQUIPMENT SHELTER
PROPOSED PAD-MOUNTED TRANSFORMER
8'-0"
FINISH GRADE
0 BASE OF MONOPOLE
EL. 0.0' AGL
PROPOSED MONOPOLE FOUNDATION (DESIGNED BY OTHERS)
10' 0 20' 40'
SCALE: 1"=20'-0"
ELEVATION
SCALE: 1"=10'-0"
A
A01
NOTE: OMNIPOINT EQUIPMENT AND TRANSFORMER ROTATED FOR CLARITY.
HENKELS & McCOY, INC.
BLUE BELL, PA 19422
LEASE EXHIBIT
24782-419
PHO678-A03
ISSUED FOR LEASE EXHIBIT
4/22/05
SCALE AS NOTED
cingular WIRELESS
THORNDALE
SITE #PHO67B
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335
HENKELS & McCOY, INC.
PLE JOLLY ROAD
BLUE BELL, PA 19422
OFFICE: (215) 283-7600
FAX: (215) 283-7787
EMAIL: SALES@HMCO.COM

BUCKLEY BRION
MCGUIRE & MORRIS LLP

KRISTIN S. CAMP
p: 484.887.7530
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

SCANNED
JAN 15 2015
ELECTRONICALLY FILED

January 13, 2016

David D. Lozier, Esquire
7997 Megan Hammock Way
Sarasota, FL 34240

Re: Land Lease Agreement

Dear Mr. Lozier:

Enclosed herein are the following documents which were approved by the Board of Commissioners in Caln Township on December 3, 2015:

- W-9 form;
- Memorandum of Land Lease Agreement, which was recorded with the Chester County Recorder of Deeds on January 13, 2016 in book 9248, page 1976; and
- Land Lease Agreement.

Please let me know if you have any questions.

Very truly yours,

Kristin A Camp

Kristin S. Camp

KSC/akf
Enclosures

cc: Gregory E. Prowant, A.I.C.P., Manager
Jeffrey W. McClintock, P.E., Township Engineer

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Caln Township

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)
253 Municipal Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Thorndale, PA 19372

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

or

**Employer identification number**
2 3 – 6 0 0 5 4 5 9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Karen Weitz Date ▶ November 5, 2015

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RECORDER OF DEEDS
CHESTER COUNTY, PA

2016 JAN 13 AM 10: 32



Upon Recording, Return to:

David D. Lozier, Esq.
7997 Megan Hammock Way
Sarasota, FL 34231

UPI No.: 39-4-110.3-E

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER)

**MEMORANDUM OF LAND LEASE AGREEMENT**

This Memorandum of Land Lease Agreement is made this 13th day of November, 2015, between Caln Township, a body corporate and politic of the Commonwealth of Pennsylvania, with its principal offices located at 253 Municipal Drive, Thorndale, Pennsylvania 19372, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on December 3, 2015 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".



B: 9248 P: 1976

2.

LESSOR leased to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 253 Municipal Drive, Thorndale, Chester County, Pennsylvania, and being described as a parcel containing one thousand eight hundred (1,800) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, G. O. Carlson Boulevard, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Township of Caln as Parcel No. 39-4-110.3E and further described in Deed Book N35 at Page 913, as recorded in the Office of the Chester County Recorder of Deeds. In the event any public utility is unable to use the Rights of Way, the LESSOR agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is pursuant to Paragraph 3 of the Agreement.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

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

**LESSOR:**

Caln Township

Mary Kimberly Slade
WITNESS

By: John D. Contento

Name: JOHN D. CONTENTO
Its: PRESIDENT, BOARD OF COMMISSIONERS

Date: 12/3/15

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

Diane Mynla
WITNESS

Karen Paul

By:
David R. Heverling
Its: Area Vice President

Date: 11/13/15

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER)

I, Denise Miller, a Notary Public for said County and State, do hereby certify that John Cordento personally came before me this day and acknowledged that s/he is the President of Caln Township, and that s/he, as President, being authorized to do so, executed the foregoing MEMORANDUM OF LAND LEASE AGREEMENT on behalf of Caln Township.

WITNESS my hand an official Notarial Seal, this 3 day of December, 2015.

Denise Miller
Notary Public

My Commission Expires:
July 18, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE MILLER, Notary Public
East Fallowfield Twp., Chester County
My Commission Expires July 18, 2017

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF WORCESTER)

I, Diane Gazzola, a Notary Public for said County and State, do hereby certify that David R. Heverling personally came before me this day and acknowledged that he is the Area Vice President Network of CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership, and that he, as Area Vice President Network, being authorized to do so, executed the foregoing MEMORANDUM OF LAND LEASE AGREEMENT on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 13 day of November, 2015.

Diane Gazzola
Notary Public

My Commission Expires:

DIANE GAZZOLA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 04, 2016

# EXHIBIT A

## [PREMISES]

| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**
253 MUNICIPAL DRIVE, THORNDALE, PA 19372

DATE: 12/23/14
SCALE: 1"=150'
AUTOCADD: T.B.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-S22-PA

GOOGLE UNDERLAY

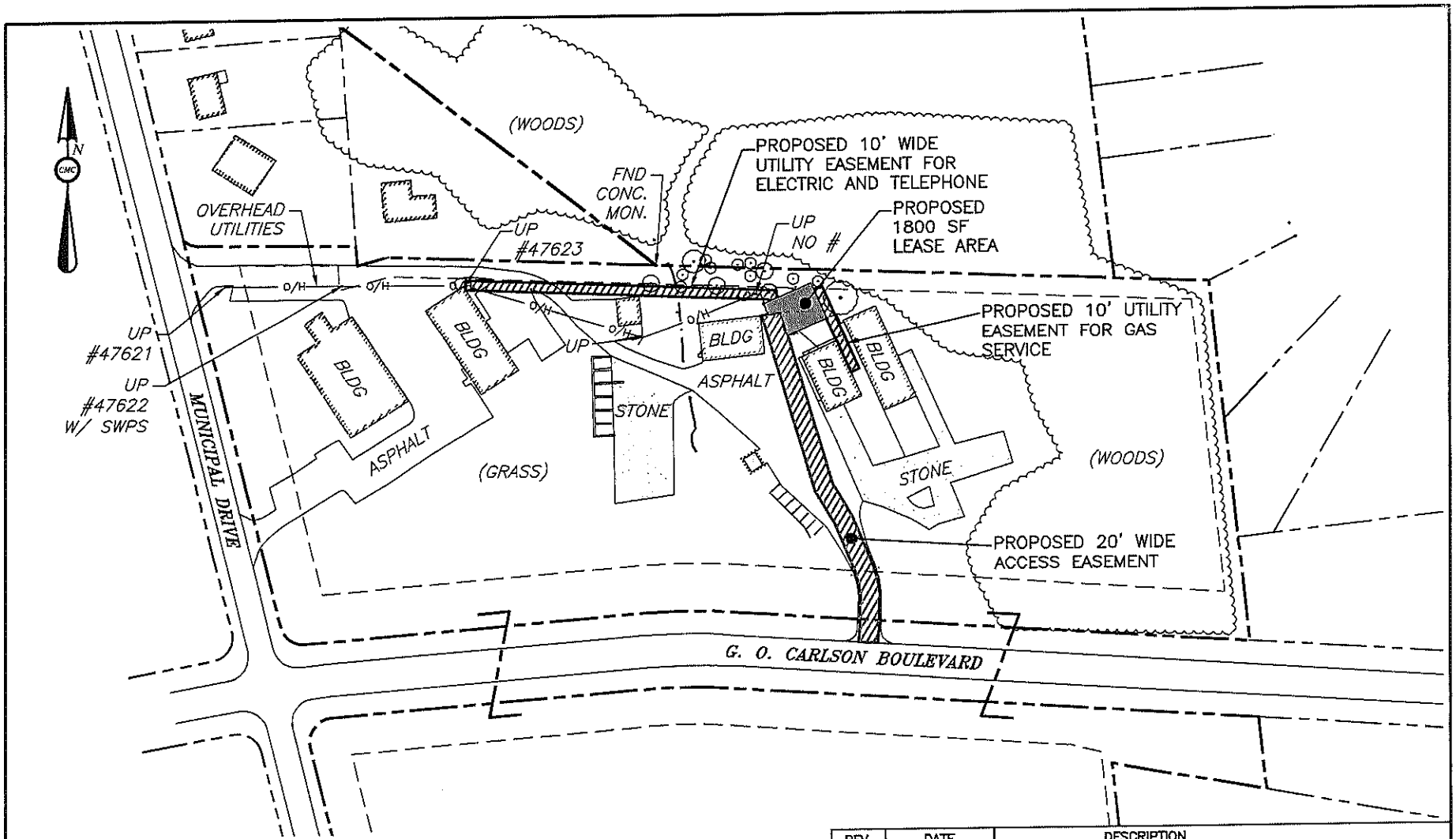
CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202

SHEET: 1 OF 1

DWG NO. G-1

0 150' 300'
SCALE: 1"=150'

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\0 - Google Aerial A-1.dwg




0 150' 300'

SCALE: 1"=150'

| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**

253 MUNICIPAL DRIVE, THORNDALE, PA 19372

DATE: 12/23/14
SCALE: 1"=200'
AUTOCADD: T.B.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-622-PA

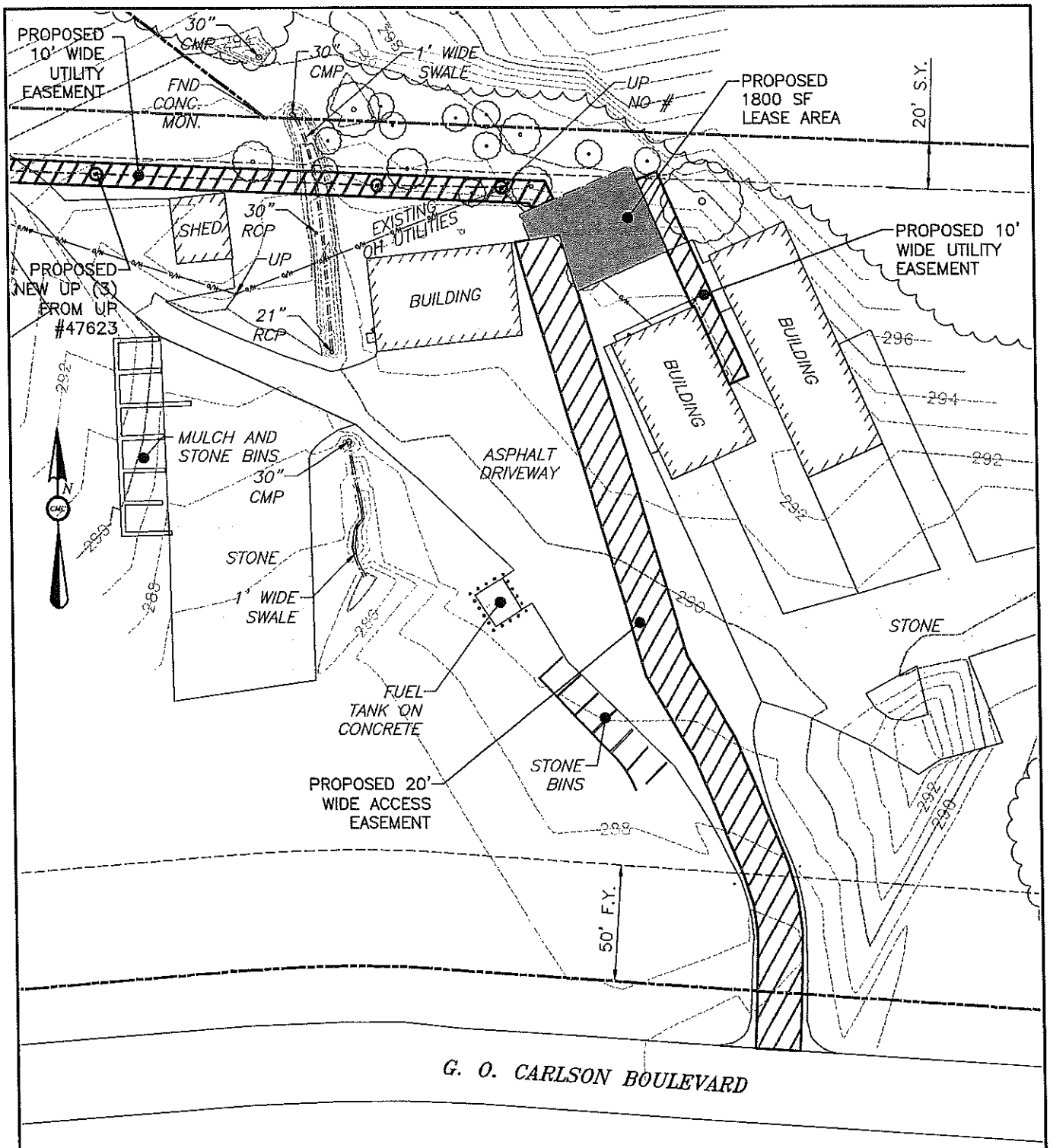
EXHIBIT A


CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202


SHEET: 1 OF 2

DWG NO. LE-1

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\1 - Exhibit A (Site Lease) LE-1.dwg




| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**
253 MUNICIPAL DRIVE, THORNDALE, PA 19372

0 60' 120'
SCALE: 1"=60'

CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202

DATE: 12/23/14
SCALE: 1"=60'
AUTOCADD: T.B.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-522-PA

EXHIBIT A

SHEET: 2 OF 2

DWG NO. LE-2

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\2 - Exhibit A (Enlarged Site Lease) LE-2.dwg

SITE NAME: PHI Horseshoe Bluff
ATTY/DATE: Lozier, 8-31-15

# LAND LEASE AGREEMENT

This Agreement, made this 3rd day of December, 2015 between Caln Township, a body corporate and politic of the Commonwealth of Pennsylvania, with its principal offices located at 253 Municipal Drive, Thorndale, Pennsylvania 19372, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 253 Municipal Drive, Thorndale, Chester County, Pennsylvania, and being described as a parcel containing one thousand eight hundred (1,800) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, G. O. Carlson Boulevard, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Township of Caln as Parcel No. 39-4-110.3E and further described in Deed Book N35 at Page 913, as recorded in the Office of the Chester County Recorder of Deeds.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

The Parties hereby agree that, upon the expiration or earlier termination of this Agreement, upon LESSOR's written request LESSEE will convey the Monopole (as hereinafter defined) to LESSOR at a cost of One Dollar and 00/100 Cents ($1.00). LESSOR and LESSEE agree that they will execute such documentation as is required to effectuate such transfer.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand and 00/100 Dollars ($24,000.00) to be

paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence: (i) based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits; or (ii) the date of execution of the Agreement by the Parties, whichever is last. In the event the date at which LESSEE is granted a building permit, the date of execution of the Agreement or the NHPA Section 105 approval, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. RENTAL INCREASES. Rent shall be increased annually at a rate of three (3%) percent, or as determined by the Consumer Price Index (CPI), whichever is greater. The formula for calculating annual rent increases as determined by the CPI is as follows:

Renewal Rent = (Basic Rent) + ([IR-IL] / IL x Basic Rent)

Definitions:

IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second lease year and each succeeding lease year commence.

IL is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which this Agreement commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for All Urban Consumers (CPI-U), Not Seasonally Adjusted, All Items-Northeast Urban Regional average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LESSOR.

Within five (5) business days following the date on which LESSEE calculates the prospective annual rental for each year, LESSEE shall be required to send written notice of same to LESSOR in accordance with the notice requirements herein. Such notice shall include (i) the prospective annual rental for the then-upcoming lease year and (ii) reasonable documentation for how LESSEE determined such rental.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any

personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility, including a monopole tower (the "Monopole"), and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party 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.

10. INSURANCE.

a. Notwithstanding the indemnity in section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance with limits not less than $5,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage or destruction to property in any one occurrence

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million ($1,000,000) per occurrence

iii. Workers Compensation insurance providing the statutory benefits and not less than one million ($1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless

required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, 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.

12. ANNUAL TERMINATION. Intentionally Omitted.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

In the event LESSEE so subleases any portion of the Premises in accordance with this Agreement, the Parties agree that LESSOR shall receive thirty percent (30%) of the sublease rental payable pursuant to such sublease agreement. LESSEE agrees to provide such documentation as LESSOR may reasonably require showing compliance with the sublease requirements specified herein.

The Parties hereby agree that: (i) LESSEE shall have no liability of any nature to LESSOR or any other party for failure to sublet all or any portion of the Premises to any potential sublessee; (ii) LESSEE shall have no liability of any nature to LESSOR or any other party for any sublessee default, including early termination of any sublease or other default; and (iii) the sublease revenue share contemplated hereunder shall not be applicable in the event that LESSEE sublets a portion of the Premises at no rental cost to a governmental entity for municipal or other governmental purposes.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Caln Township
253 Municipal Drive
Thorndale, Pennsylvania 19372
Attention: Manager

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach

and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all

duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced

in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. PROFESSIONAL FEE. LESSEE shall pay LESSOR a one (1) time fee, as additional rent, of Seven Thousand Five Hundred Dollars ($7,500.00) to offset LESSOR's professional and staff costs associated with the necessary review of plans and specifications, owner inspections and other owner-related activities. Said payment shall be due within forty-five (45) days after execution of this Agreement by both Parties.

37. RETENTION OF MONOPOLE. Notwithstanding anything in this Agreement to the contrary, the Parties hereby agree that, upon the expiration or earlier termination of this Agreement and upon written request from LESSOR, LESSEE will leave intact its Monopole and compound (but not its equipment shelter, antennas, lines and other proprietary items), which LESSEE agrees to convey to LESSOR at a cost of One Dollar ($1.00). The Parties hereby agree that they will execute such documentation as is reasonably necessary to effectuate any such conveyance at the time of such transaction.

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

**LESSOR:**

Caln Township

Mary Kemble Slade

WITNESS

By: John D. Contento

Name: JOHN D. CONTENTO

Its: PRESIDENT, BOARD OF COMMISSIONERS

Date: 12/3/15

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

Karen Paul

WITNESS

Diane Thomla

By:

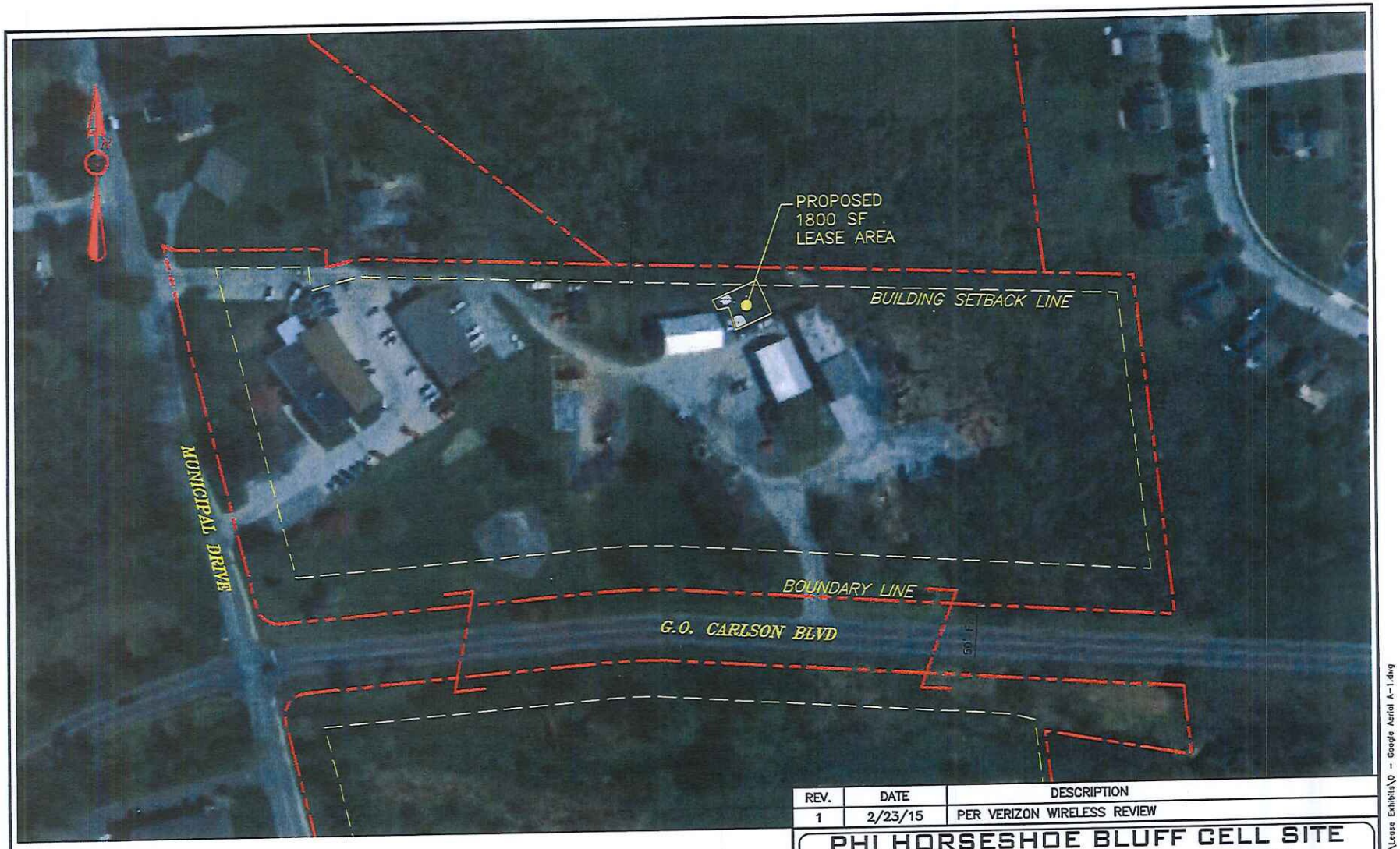
David R. Heverling

Its: Area Vice President

Date: 11/13/15

Exhibit "A"

(Sketch of Premises within Property)

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SCALE: 1"=150'

| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**

253 MUNICIPAL DRIVE, THORNDALE, PA 19372

CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202

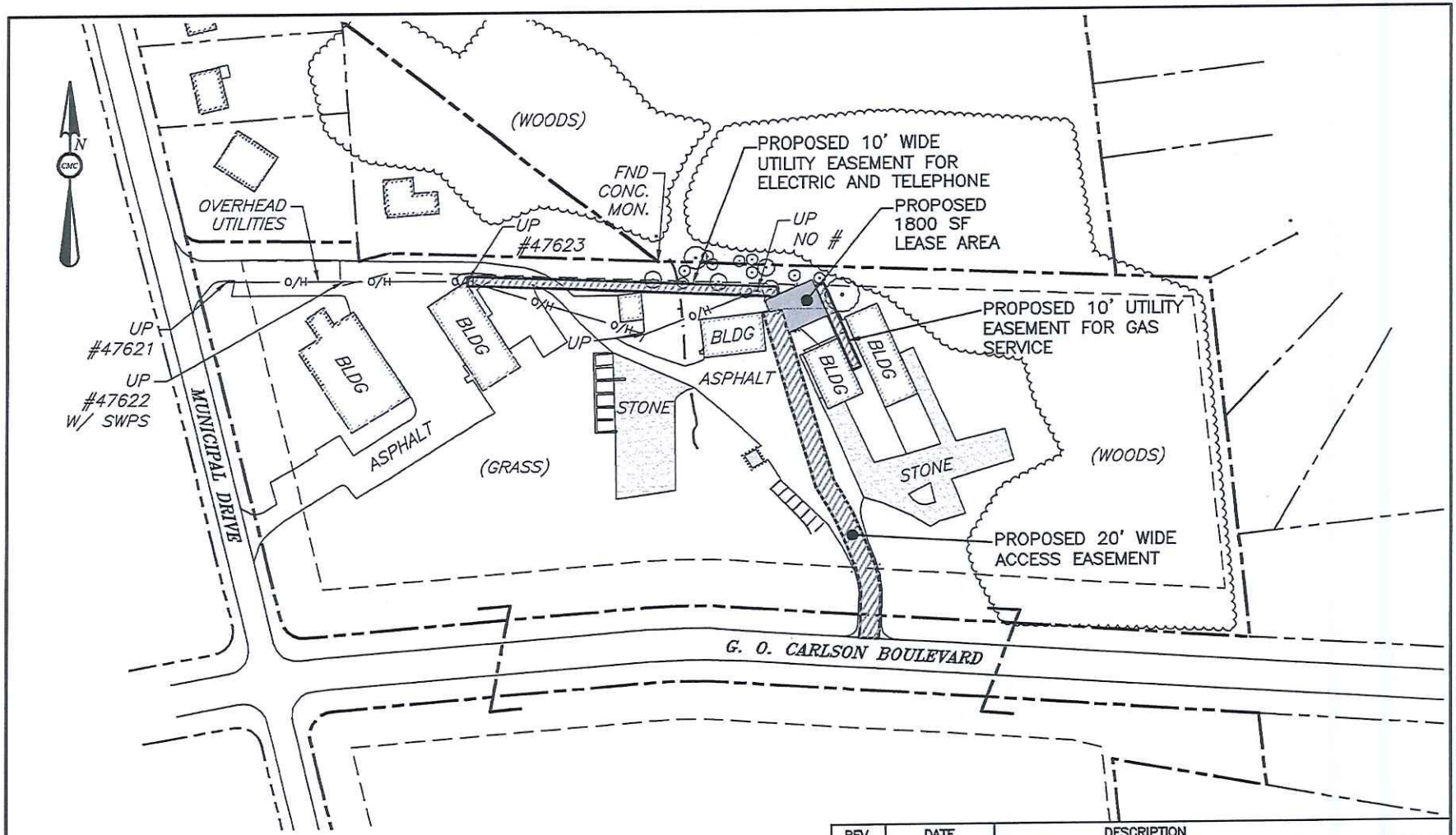
DATE: 12/23/14
SCALE: 1"=150'
AUTOCADD: T.B.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-S22-PA

GOOGLE UNDERLAY

SHEET: 1 OF 1

DWG NO. G-1

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\0 - Google Aerial A-1.dwg

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SCALE: 1"=150'

| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**
253 MUNICIPAL DRIVE, THORNDALE, PA 19372

DATE: 12/23/14
SCALE: 1"=200'
AUTOCADD: T.R.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-522-PA

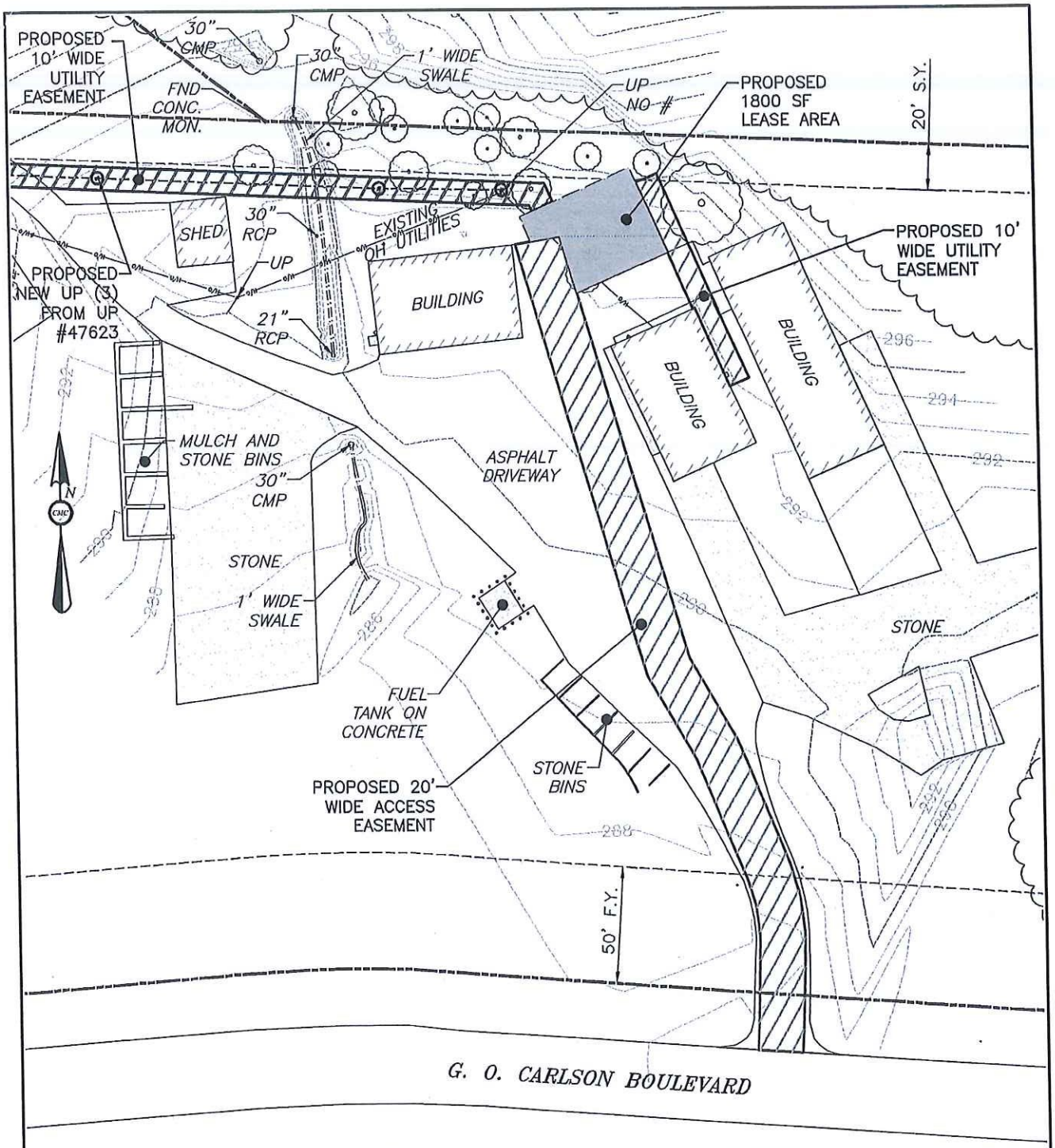
EXHIBIT A

CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202

SHEET: 1 OF 2

DWG NO. LE-1

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\ - Exhibit A (Site Lease) LE-1.dwg




| REV. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 2/23/15 | PER VERIZON WIRELESS REVIEW |

# PHI HORSESHOE BLUFF CELL SITE

CALN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

**SITE ADDRESS:**
253 MUNICIPAL DRIVE, THORNDALE, PA 19372

0 60' 120'
SCALE: 1"=60'

CMC ENGINEERING
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS
P.O. Box 958, Kimberton, PA 19442
Phone (610) 983-9200 Fax (610) 983-9202

DATE: 12/23/14
SCALE: 1"=60'
AUTOCADD: T.B.M.
CHECKED: K.V.F.
PROJ. MGR: K.V.F.
PROJ: 1004-14-522-PA

SHEET: 2 OF 2

EXHIBIT A

DWG NO. LE-2

M:\BAM-VERIZON\PHI-Horseshoe Bluff\Lease Exhibits\2 - Exhibit A (Enlarged Site Lease) LE-2.dwg

at&t

## *Owner's Consent to Carrier Modification*

Date: April 24, 2009

Caln Township
Attn: Township Manager
253 Municipal Drive
Thorndale, PA 19372

Re: AT&T Mobility Agreement with Caln Township dated 7/6/05
Site Name: Thorndale
Site FA Number: 10063309
Site Address: 3400 Kings Highway
Site City, State, Zip Code: Downingtown, PA 19335
Subtenant: T-Mobile

AT&T Mobility has received an application to allow an existing wireless carrier co-locator to modify their existing equipment within the leased premises and on our cell tower located at the address referenced above. This application shall be in accordance with local zoning laws and regulations. Under our agreement with you, AT&T has the right to permit the modification of existing equipment with your review of plans, and reasonable consent.

AT&T Mobility will continue to be the tenant in our agreement with you and will perform all of our obligations under the agreement. Additionally, the subtenant shall have no more rights allowed to them in excess of our rights with you as outlined in our existing agreement.

Agreed to and accepted this 8 day of May, 2009.

Caln Township's Registered Agent:

_____ (signature)

Gregory E. Prowant (printed Name)

May 8, 2009 (Date)

Township Manager (Title)

610-384-0600 (Phone)

gprowant@calntownship.org (Email)

Please use the enclosed self-addressed stamped envelope to return this consent. If you have any questions, please contact me at 770-708-6164 or at ck8905@att.com.

Sincerely,

Cathy Keup
Application Process Manager
12555 Cingular Way #1271B
Alpharetta, GA 30004

SCANNED

MAY 11 2009

ELECTRONICALLY FILED



CC: Andy Reczek

# T-Mobile
Northeast, LLC

## CINGULAR - CALN TOWNSHIP

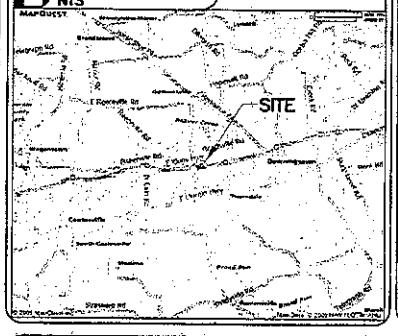
# 1CH6409C

## CONSTRUCTION DRAWINGS

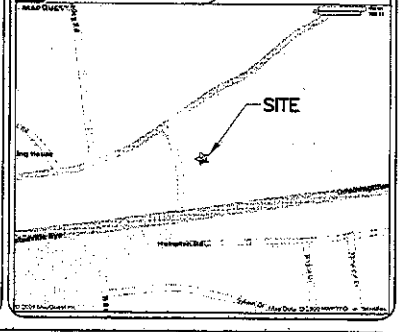
### TABLE OF CONTENTS

| | DRAWING TITLE | REV # | REV DOTE |
|---|---|---|---|
| T1 | COVER SHEET | 0 | 4/22/09 |
| C1 | GENERAL NOTES | 0 | 4/22/09 |
| C2 | OVERALL SITE PLAN | 0 | 4/22/09 |
| C3 | DETAIL PLAN | 0 | 4/22/09 |
| C4 | CIVIL DETAILS | 0 | 4/22/09 |
| E1 | ELECTRICAL/GROUNDING NOTES | 0 | 4/22/09 |
| E2 | ELECTRICAL DETAILS | 0 | 4/22/09 |
| E3 | ELECTRICAL DETAILS | 0 | 4/22/09 |

### VICINITY MAP
NTS




### LOCATION MAP
NTS




### SITE DIRECTIONS

FROM T-MOBILE OFFICE, START OUT GOING NORTHWEST ON STREET RD TOWARD STATE RD. MERGE ONTO US-1 N / LINCOLN HWY TOWARD MORRISVILLE. MERGE ONTO I-276 W / PENNSYLVANIA TURNPIKE TOWARD HARRISBURG. PORTION TOLL. MERGE ONTO I-76 E VIA EXIT 326 TOWARD I-476 / PHILADELPHIA / US-202 / VALLEY FORGE. PORTION TOLL. MERGE ONTO US-202 S VIA EXIT 328A TOWARD WEST CHESTER. MERGE ONTO US-30 W TOWARD DOWNINGTOWN / COATESVILLE. TAKE THE PA-340 EXIT TOWARD THORNDALE. TURN RIGHT ONTO BONDSVILLE RD / PA-340. CONTINUE TO FOLLOW PA-340. SITE WILL BE ON THE LEFT.

### SITE INFORMATION

| | |
|---|---|
| PROPERTY OWNER: | CALN TOWNSHIP<br>253 MUNICIPAL DRIVE<br>THORNDALE, PA 19372 |
| SITE ADDRESS: | 3400 KINGS HIGHWAY<br>DOWNINGTOWN, PA 19335 |
| APPLICANT: | T-MOBILE<br>400 STREET ROAD<br>BENSALEM, PA 19020 |
| CONTACT: | MIKE NEGRETE<br>(315) 439-4819 |
| ENGINEER: | VELOCITEL<br>570 COLONIAL DRIVE<br>SUITE #307<br>ROSWELL, GA 30075 |
| CONTACT: | MARK ZAGAME<br>(770) 645-5900 |

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
complete wireless solutions
Velocitel, Inc.
570 Colonial Drive Suite# 307
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5903

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SEAL

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040128-E
4/22/09

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### REVISIONS

| REV | DATE | DESCRIPTION | BY |
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| A | 4/20/09 | ISSUED FOR REVIEW | WAM |
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PROJECT LOCATION

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

COVER SHEET

DRAWING NUMBER:

T1

## GENERAL NOTES:

1. ALL CONSTRUCTION, LABOR AND MATERIAL SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, ORDINANCES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. THE CONTRACTOR MUST VISIT THE SITE AND BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH ANY WORK, PURCHASE, FABRICATION AND ERECTION OF ANY MATERIAL.
3. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, APPROVALS, INSPECTIONS AND TESTS REQUIRED BY ALL AGENCIES HAVING JURISDICTION.
4. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS, WHETHER OR NOT SPECIFICALLY INDICATED, IF REQUIRED TO COMPLETE THE INSTALLATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE, COLLAPSE, DISTORTION, MISALIGNMENT, VOIDING ROOFING GUARANTEES AND WARRANTIES, ETC. PROTECTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS AND BEST PRACTICES. ROOF SURFACES SHALL BE RESTORED TO COMPLETE WATER TIGHTNESS WITH THE APPROVED MATERIAL AND AS PRE-APPROVED BY THE OWNER IN WRITING.
6. ALL MATERIALS SHALL BE INSTALLED AS PER THE MANUFACTURERS SPECIFICATIONS.
7. DO NOT SCALE DRAWINGS.
8. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTING THE WORK SHOWN ON THESE PLANS. ALL WORK PERFORMED SHALL BE DONE IN A GOOD WORKMANSHIP MANNER TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY EFFORTS TO PROTECT THE NEW EQUIPMENT DURING THIS INSTALLATION AND APPLICATION SUCH AS:
   - THE TENANT'S EGRESS TO AND FROM THE BUILDING AND/OR THE SITE.
   - THE BUILDING'S FIRE SAFETY OR SHALL NOT CREATE ANY FIRE HAZARDS.
   - THE STRUCTURAL INTEGRITY AND SAFETY OF THE BUILDING.
   - THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 7 AM TO 6 PM, UNLESS OTHERWISE AGREED UPON WITH THE OWNER.
   - THE BUILDING'S SECURITY SHALL BE MAINTAINED IN ORDER TO PREVENT ANY UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES.
   - THE BUILDING'S UTILITIES (ELECTRICITY, GAS, WATER AND OTHER UTILITIES) SHALL NOT BE INTERRUPTED DURING THIS APPLICATION & INSTALLATION WITHOUT PRIOR APPROVAL FROM OWNER.
   - ALL MASONRY PENETRATIONS SHALL BE DONE USING ROTARY ACTION ONLY (NO HAMMERING ACTION).
   - ALL PENETRATIONS SHALL BE FIRE-STOPPED WITH 3M FS 195 WRAP STRIP FIRE-STOP AND CP25 NON-SHRINK PUTTY FIRE BARRIER SEALANT. MAINTAIN THE FIRE RATING OF ALL PENETRATED SURFACES.
9. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE, CONSTRUCTION MATERIAL AND RUBBISH. UPON COMPLETION, ALL DEBRIS SHALL BE REMOVED AND THE PREMISES LEFT IN A "BROOM CLEAN" CONDITION. ALL RUBBISH SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. THE CONTRACTOR SHALL COORDINATE ALL SPECIAL CONSIDERATIONS OF THE CONSTRUCTION (EX. NOISY OPERATIONS, INTERRUPTIONS OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND/OR STORAGE) WITH THE BUILDING OWNER OR MANAGEMENT PRIOR TO THE START OF THE WORK.
11. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING CONDITIONS WHERE DISTURBED BY NEW WORK OR AS REQUIRED BY THE PLANS. ALL EXISTING AREAS OF THE BUILDING DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
12. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND CONFORM TO ALL BUILDING CODE AND LOCAL UTILITY'S REQUIREMENTS.
13. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS, AND ARE TO BE COMPLIED WITH IN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE.
14. THESE DOCUMENTS ARE IN COMPLIANCE & ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE FOLLOWING CODES & STANDARDS, LATEST EDITIONS:
   - BOCA NATIONAL BUILDING CODE
   - NATIONAL STANDARD PLUMBING CODE
   - NATIONAL ELECTRIC CODE
   - INTERNATIONAL MECHANICAL CODE
   - NFPA, SECTION 13 & 72
   - EIA/TIA-222-F STANDARDS "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND SUPPORTING STRUCTURES" DESIGN WIND SPEED OF 85 MILES/HOURS (74 MILES/ HOUR IN CONJUNCTION WITH 0.5 INCHES OF RADIAL ICE).
15. ALL NEW STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC CODE AND ASTM SPECIFICATIONS, LATEST EDITION. ALL NEW STEEL SHALL:
   - CONFORM TO TO ASTM A-36.
   - ALL STEEL PIPES SHALL CONFORM TO ASTM A-501 OR A-53, GRADE B.
   - CONNECTIONS SHALL BE MADE USING SPECIFIED WELDS AND WELDING. ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH BOLTS SHALL BE ASTM A325. THREADS ARE EXCLUDED FROM THE SHEAR PLANE.
   - ALL SHOP AND FIELD WELDING SHALL BE DONE BY WELDERS QUALIFIED AS DESCRIBED IN THE "AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE" TO PERFORM THE NEW WORK.
   - BE HOT DIPPED GALVANIZED AFTER FABRICATION (ONLY EXPOSED TO MOISTURE APPLICATIONS) PER ASTM A-123. ALL DAMAGES SURFACES, WELDED AREAS AND AUTHORIZED NON GALVANIZED MEMBERS OR PARTS (NEW OR OLD) SHALL BE PAINTED WITH TWO (2) COATS OF ZRC COLD GALVANIZING COMPOUND MANUFACTURED BY ARC CHEMICAL PRODUCTS.
   - ALL PIPE SIZES INDICATED HEREIN ARE NOMINAL DIAMETER (INSIDE DIAMETER).
16. ALL NEW ANTENNA APPLICATIONS MOUNTED TO EXTERIOR WALLS SHALL BE SEALED AT THE TOP AND SIDES WITH DOW CORNING CLEAR SILICONE SEALANT OR APPROVED EQUAL. THE SILICONE APPLICATIONS SHALL BE TOOLED TO MAINTAIN A FINISHED APPEARANCE.
17. WHERE INDICATED ON THE PLANS THE CONTRACTOR SHALL PAINT ALL NEW ANTENNAS, SHROUD AND RELATED MOUNTING HARDWARE TO MATCH THE EXISTING ADJACENT SURFACES. ALL PAINT SHALL BE SHERWIN WILLIAMS OR APPROVED EQUAL. THE CONTRACTOR SHALL NOT USE A METAL BASED PAINT ON THE ANTENNAS. ANTENNAS SHALL HAVE ONE PRIMER COAT OF POLANE 2.8 PLUS FIL D6W75 PRIMER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND THEN APPLY ONE TOP COAT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ALL SURFACE CONTAMINATION SHALL BE REMOVED PRIOR TO PAINTING THE NEW SURFACES. ALL GALVANIZED SURFACES SHALL HAVE ONE COAT OF PERMABOND BONDING AGENT, WHILE STILL WET APPLY ONE COAT OF SHERWIN WILLIAMS FLAT LATEX PAINT, LET DRY THEN A SECOND COAT OF FLAT LATEX PAINT.
18. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.
19. MATERIALS AND CONDITIONS NOT FABRICATED CORRECTLY, DAMAGED OR NON-CONFORMING SHALL BE REPORTED TO CONSTRUCTION MANAGER, ENGINEER AND OWNER PRIOR TO ANY CORRECTIVE ACTION. ALL ACTIONS REQUIRE APPROVAL FROM THE OWNER.
20. LOCATION BASED SYSTEM (E-911 EQUIPMENT) TO BE INSTALLED – NOT DEPICTED

## LEGEND

| | |
|---|---|
| —R— | EXISTING PROPERTY LINE |
| ——— | NEW LEASE LINE |
| —X— | EXISTING FENCE |
| — 120 — | EXISTING CONTOUR |
| —OHU— | EXISTING OVERHEAD UTILITY LINE |
| | IRON ROD SET 5/8" |
| | UTILITY POLE |
| | GUY ANCHOR |
| | EXISTING TREE |

## ABBREVIATIONS

| | |
|---|---|
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AWG | AMERICAN WIRE GAUGE |
| & | AND |
| COAX. | COAXIAL CABLE |
| C. | CONDUIT |
| CONT. | CONTINUOUS |
| C.J. | CONTROL JOINT |
| CB | CIRCUIT BREAKER |
| DIA. | DIAMETER |
| DWG | DRAWING |
| EL | ELEVATION |
| E.S | EACH SIDE |
| EMT | ELECTRICAL METALLIC TUBING |
| FT | FEET |
| GND | GROUND |
| HORIZ | HORIZONTAL |
| IN | INCH |
| MAX | MAXIMUM |
| MFR | MANUFACTURER |
| MIN | MINIMUM |
| MPH | MILES PER HOUR |
| MC | METAL CLAD CABLE |
| MCB | MAIN CIRCUIT BREAKER |
| MDP | MAIN DISTRIBUTION PANEL |
| MGB | MASTER GROUND BAR |
| MLO | MAIN LUGS ONLY |
| N | NEUTRAL |
| NEC | NATIONAL ELECTRIC CODE |
| OCI | T-MOBILE COMMUNICATIONS INC. |
| PNL | PANEL |
| P | PLATE |
| PP | POWER PANEL |
| PVC | POLYVINYL CHLORIDE |
| REQ'D | REQUIRED |
| RA | RIGID ALUMINUM |
| RGS | RIGID GALVANIZED STEEL |
| SIM | SIMILAR |
| STD | STANDARD |
| STL | STEEL |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| WG | WAVEGUIDE |
| W/ | WITH |
| WP | WEATHERPROOF |

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
complete wireless solutions
Velocitel, Inc.
570 Colonial Drive Suite 207
Roswell, GA 30075
Office (770) 645-2000
Fax (770) 645-2040

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REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-044178-R
4/22/09

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PROJECT LOCATION

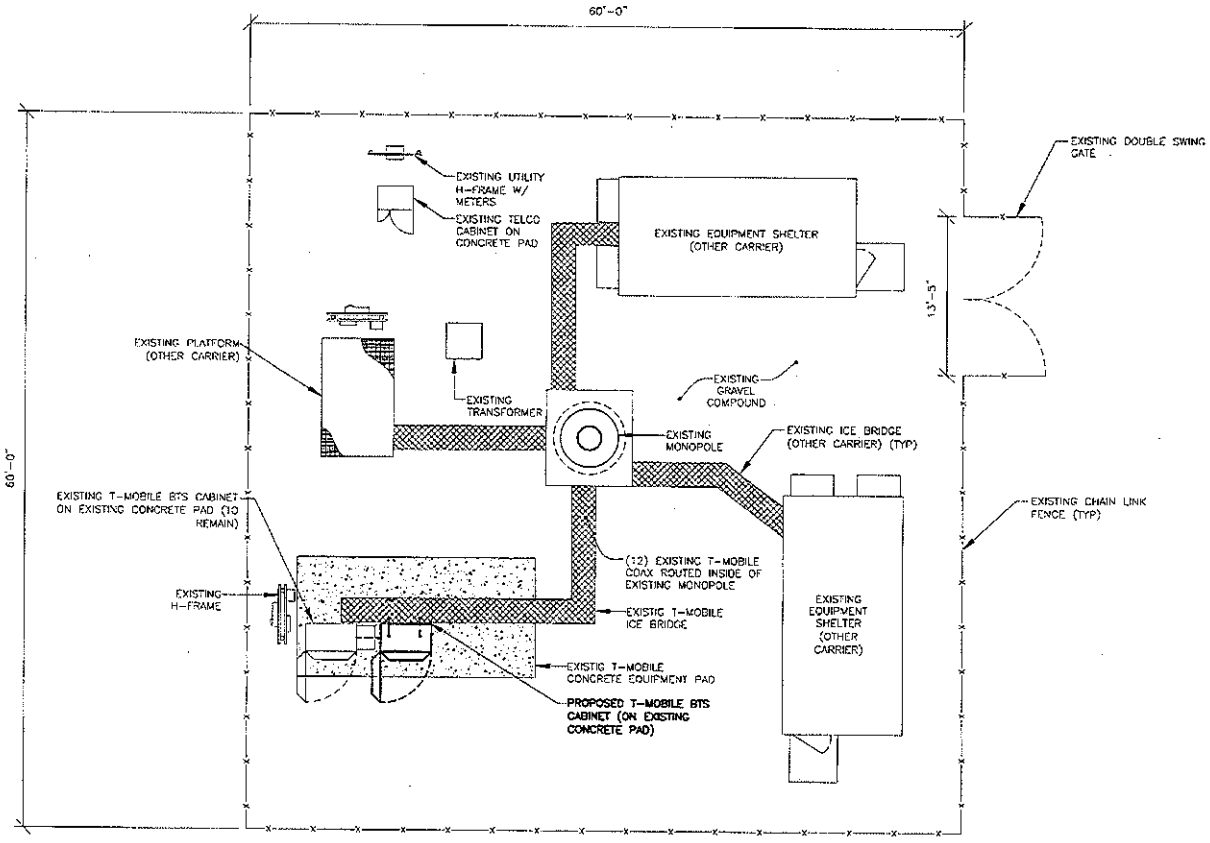
1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM
CHECKED BY: WZ
DATE: APRIL 20, 2009
VELOCITEL #: 2043-136
SITE NO.: 1CH6409C
DRAWING DESCRIPTION:

GENERAL NOTES

DRAWING NUMBER:

C1




**OVERALL SITE PLAN**

SCALE: 1"=10'

1"=10' 10 0 10 20

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
complete wireless solutions
Velocitel, Inc.
570 Colonial Drive Suite 207
Roswell, GA 30075
Office (770) 645-5000
Fax (770) 645-0043

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REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040756-R

4/22/09

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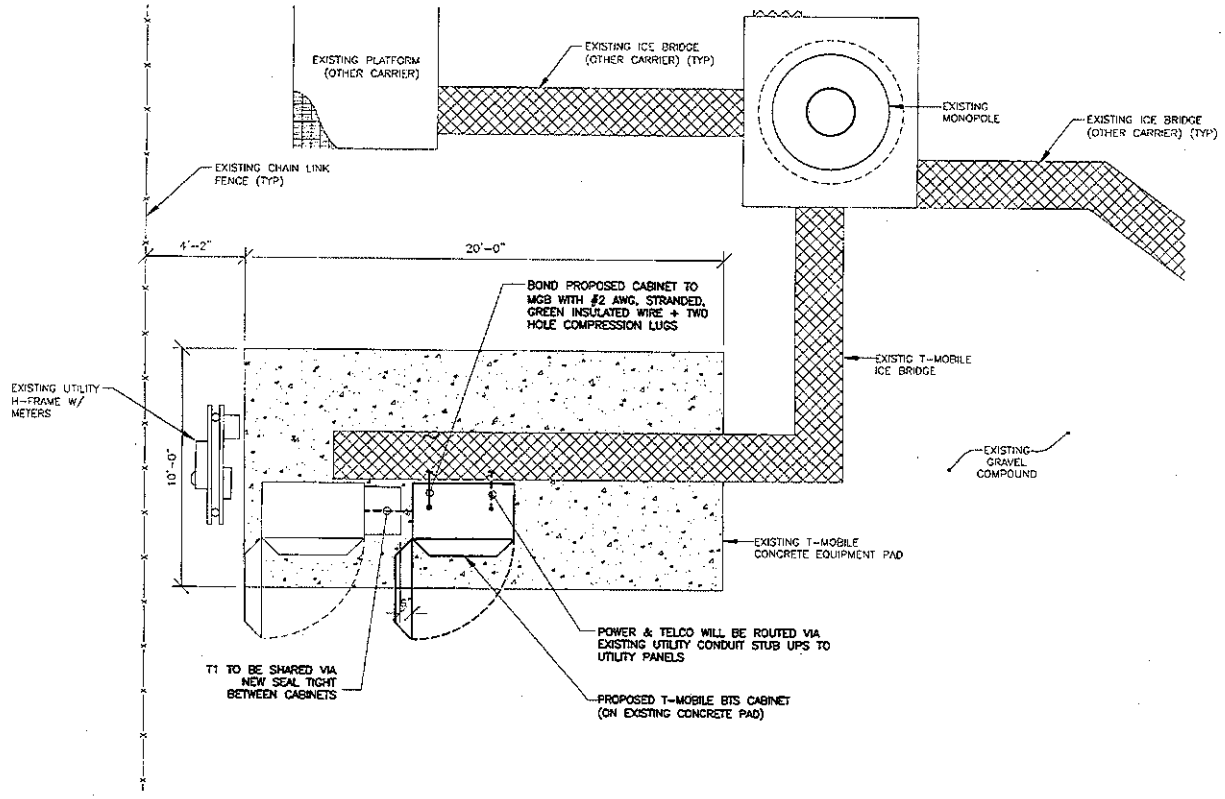
OVERALL SITE PLAN

DRAWING NUMBER:

C2




DETAIL PLAN

SCALE: 1"=2'

1"=2' 2 0 2 4

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

Velocitel, Inc.
570 Colonial Drive Suite 207
Norcross, GA 30071
Office (770) 645-5010
Fax (770) 645-5048

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COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL ENGINEER
WILLIAM PANEK
NO. PE-040178-R

4/22/09

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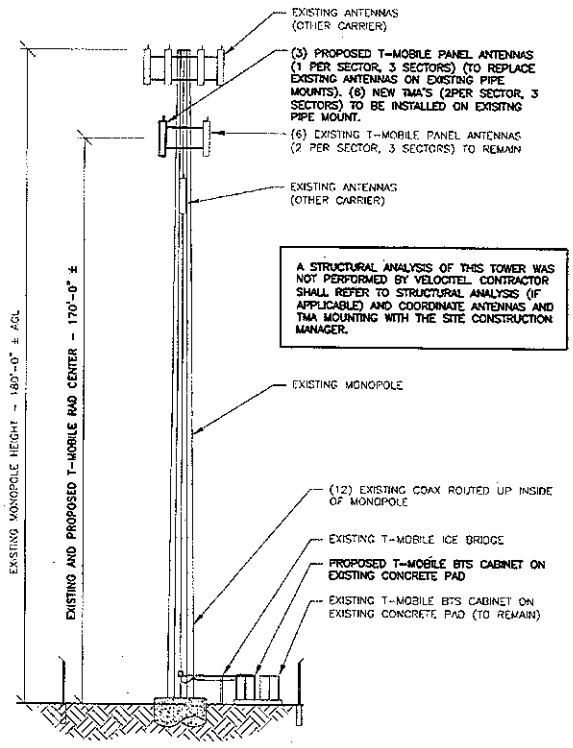
SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

DETAIL PLAN

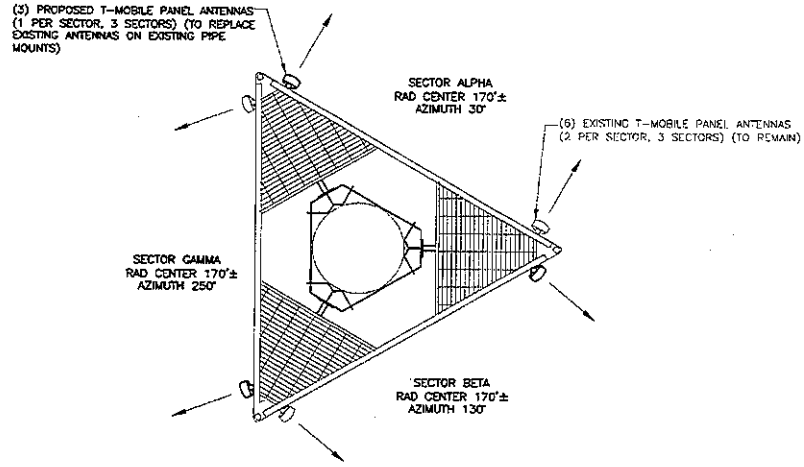
DRAWING NUMBER:

C3




## TOWER ELEVATION

NOT TO SCALE




## ANTENNA ORIENTATION

NOT TO SCALE

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

Velocitel, Inc.
570 Colonial Drive Suite# 307
Roswell, GA 30075
Office (770) 645-5000
Fax (770) 645-5043

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WILLIAM PANEK
ENGINEER
NO. PE-040078-R

4/22/09

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DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

CIVIL DETAILS

DRAWING NUMBER:

C4

## ELECTRICAL GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES.

2. THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF ALL RULES, REGULATIONS, AND CODES OF ALL LOCAL, STATE, AND FEDERAL AUTHORITIES HAVING JURISDICTION. CONFORM TO THE LATEST EDITIONS OF THE NATIONAL ELECTRIC CODE, THE NATIONAL SAFETY CODE, AND THE REQUIREMENTS OF THE LOCAL ELECTRIC COMPANY.

3. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, EQUIPMENT, SERVICES AND FACILITIES REQUIRED FOR THE COMPLETE, PROPER AND SUBSTANTIAL INSTALLATION OF ALL ELECTRIC WORK.

4. CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED PERMITS AND SHALL ARRANGE FOR ALL REQUIRED INSPECTIONS FROM THE AUTHORITY HAVING JURISDICTION.

5. UNLESS OTHERWISE INDICATED, THE ARRANGEMENT, POSITION, CONNECTIONS, ETC. SHOWN ON THE DRAWINGS SHALL BE TAKEN AS DIAGRAMMATIC. THE ROUTING OF THE CONDUITS SHALL BE THAT THE EASIEST AND MOST PRACTICAL METHODS ARE USED WITHOUT IMPACTING THE AESTHETICS OF THE BUILDING OR IT'S OWNER. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY UPON DISCOVERY OF A PROBLEM OR CONFLICT IN ROUTING. THE RIGHT IS RESERVED BY THE ENGINEER TO MAKE MINOR CHANGES IN LOCATION AND ARRANGEMENTS WHEN REQUIRED BY EXISTING JOB CONDITIONS WITHOUT ANY ADDITIONAL COMPENSATION TO BE ADDED BY THE CONTRACTOR.

6. PRIOR TO EXCAVATION, A UTILITY MARK OUT SHALL BE DONE TO LOCATE EXISTING UNDERGROUND UTILITIES. ALL UNDERGROUND UTILITIES MUST BE LOCATED AND MARKED-OUT PRIOR TO ANY EXCAVATION WORK BEING PERFORMED. PICTURES SHALL BE TAKEN OF ALL UNDERGROUND WORK TO BE VIEWED AT THE PUNCH LIST.

7. ALL TRENCHING AND EXCAVATION WITHIN EXISTING COMPOUNDS MUST BE PERFORMED BY HAND IN ACCORDANCE WITH THE OWNERS SPECIFICATIONS. IF THERE ARE EXTENUATING CIRCUMSTANCES THAT MAKE IT PROHIBITIVE TO HAND DIG, PLEASE CONTACT THE CONSTRUCTION MANAGER FOR PRIOR APPROVAL.

8. ALL CONDUCTORS SHALL BE COPPER WITH A 90° CELSIUS INSULATION RATING UNLESS OTHERWISE NOTED.

9. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AS INDICATED BY UTILITY COMPANY. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH A BLACK PLASTIC TAG WITH WHITE LETTERS "OCI" ENGRAVED IN IT.

10. ALL LOW VOLTAGE CONDUITS (600V OR LESS) SHALL HAVE A MINIMUM BURIAL DEPTH OF 24". CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN RGS CONDUITS. ALL ELBOWS USED WITH RGS CONDUIT SHALL BE RGS. ALL CONDUIT INSTALLED ABOVE FINISHED GRADE SHALL BE RGS.

11. ALL HIGH AND MEDIUM VOLTAGE CONDUITS (600V OR MORE) SHALL HAVE A MINIMUM BURIAL DEPTH OF 36". CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS OF SUITABLE INSULATION RATING IN RGS CONDUITS. ALL ELBOWS SHALL BE RGS. ALL CONDUIT INSTALLED ABOVE FINISHED GRADE SHALL BE RGS.

12. CONDUITS WITH EXPOSURE TO HEAVY VEHICLE TRAFFIC SHALL BE ENCASED IN CONCRETE. CONCRETE ENCASEMENT SHALL BE 3" MINIMUM ALL AROUND AND BETWEEN CONDUITS.

13. ALL EXPOSED TRENCHES, WITHIN THE COMPOUND AND UTILITY EASEMENT LOCATION, SHALL BE "TAPED OFF" AND COVERED WITH STEEL TRENCH PLATES UPON COMPLETION OF WORK EACH DAY, IF TRENCH IS TO REMAIN EXPOSED.

14. ALL BURIED CONDUITS SHALL BE IDENTIFIED WITH ELECTRICAL MARKER TAPE. TAPE SHALL BE PLACED 12" ABOVE CONDUIT FOR EASY IDENTIFICATION.

INDOORS:

15. ALL CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN EMT. WHEN REQUIRED TO CONNECT INTO EQUIPMENT FLEXIBLE METALLIC CONDUIT SHALL BE ALLOWED PROVIDED THAT IT DOES NOT EXCEED 3' IN LENGTH. FLEXIBLE METAL CONDUIT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPLICABLE CODE.

16. CLASSIFIED "DAMP" OR "WET" LOCATION:
ALL CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN RGS CONDUIT. CONNECTIONS TO COMMUNICATION CABINET AND VIBRATING EQUIPMENT SHALL CONSIST OF PULLED CONDUCTORS IN LIQUID TIGHT FLEXIBLE STEEL CONDUIT, MAXIMUM 6' IN LENGTH. LIQUID TIGHT FLEXIBLE STEEL CONDUIT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPLICABLE CODE.

LIMITATIONS ON DOWNTIME:

17. CONTRACTOR SHALL PROVIDE A TEMPORARY SHUNT WHEN REQUIRED. SHUNT SHALL BE THROUGH METERING DEVICE WHEN APPLICABLE IF ALLOWED BY UTILITY SERVICE CO.

18. COORDINATE ALL DISCONNECTS AND INTERRUPTIONS OF ELECTRICAL SERVICE WITH THE OWNER. A TIMETABLE OF INTERRUPTIONS AND SHUTDOWNS SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. THE OF SCHEDULE INTERRUPTIONS SHALL BE SUBMITTED TO THE OWNER A MINIMUM OF ONE WEEK PRIOR TO ANY ANTICIPATED INTERRUPTION OF SERVICE AND SHALL BE APPROVED BY THE OWNER BEFORE ANY INTERRUPTION IS PERMITTED. 48 HOURS PRIOR TO ACTUAL SERVICE INTERRUPTION THE CONTRACTOR SHALL CALL AND NOTIFY ALL PARTIES INVOLVED SO THAT THEY MAY MAKE PROPER ARRANGEMENTS FOR SHUTDOWN.

## GROUNDING GENERAL NOTES:

1. ALL DETAILS ARE SHOWN DIAGRAMMATICALLY, ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.

2. NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING THE GROUND SYSTEM DUE TO SITE/SOIL CONDITIONS.

3. ALL UNDERGROUND CONNECTORS ARE TO BE CADWELD. ALL ABOVE GRADE GROUNDING SHALL BE CADWELD OR MECHANICAL AS SPECIFIED ON THE DRAWING.

4. GROUNDS ARE TO BE INSTALLED A MINIMUM OF 2'-0" FROM SHELTER SLABS OR TOWER FOUNDATIONS UNLESS OTHERWISE NOTED.

5. ALL GROUNDING CONDUCTORS SHALL BE #2 AWG SOLID TINNED COPPER. ELECTRICAL SERVICE GROUND ELECTRODE CONDUCTOR SHALL BE SIZED IN ACCORDANCE WITH APPLICABLE CODE.

6. ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 30" MINIMUM BELOW FINISHED GRADE. ELECTRIC METER GROUND ROD EXCEPTED.

7. GROUNDING RODS SHALL BE COPPER CLAD STEEL. 3/4" DIAMETER X 10' LONG WITH TOP OF THE ROD BURIED 30" MINIMUM BELOW FINISHED GRADE. GROUND RODS SHALL BE EXOTHERMICALLY WELDED TO UNDERGROUND GROUNDING LOOP.

8. WHERE GROUND CONNECTIONS ARE MADE THE CONTACT POINTS SHALL BE THOROUGHLY CLEANED AND MADE FREE OF FOREIGN MATERIAL SUCH AS PAINT AND CORROSION, TO ENSURE ADEQUATE BOND.

9. FOR CONNECTION TO ALUMINUM FACIA AND ALUMINUM GRAVEL GUARD, ALUMINUM CONNECTORS SHALL BE USED WITH APPROVED BIMETALLIC CONNECTORS BETWEEN ALUMINUM AND COPPER AN ANTI-OXIDATION COMPOUND SHALL BE USED.

10. ALL GROUNDING CONNECTIONS TO THE GROUND BAR OR GROUND PLATE, INTAKE AND CABLE TRAY BRIDGE SHALL BE MADE WITH DOUBLE HOLE HYDRAULICALLY INDENTED STAINLESS STEEL LUGS.

11. GROUND CONNECTIONS TO ANTENNA MAST SHALL BE CADWELD TYPE "VA" AS MANUFACTURED BY HARGER OR APPROVED EQUAL.

12. CABLE TRAY BRIDGE SHALL BE GROUNDED WITH #2 AWG SOLID TINNED COPPER CONDUCTOR AND FASTEN TO SUPPORT STATION VIA CADWELD TYPE "VA" AS MANUFACTURED BY HARGER OR APPROVED EQUAL.

13. WHEN SPECIFIED ALL METAL CONDUITS FOR GROUNDING DOWN CONDUCTORS SHALL BE BONDED TO THE GROUND SYSTEM AT BOTH ENDS.

14. KOPR-SHIELD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.

15. ALL CADWELDS SHALL BE INSTALLED USING THE PROPER CONNECTION/MOLD AND MATERIALS FOR THE PARTICULAR CONNECTION AND/OR APPLICATION.

16. WHEN ALTERNATIVE METHODS ARE SPECIFIED BY STANDARDS ENGINEERING, ALL CHEMICAL GROUND RODS ARE TO BE MANUFACTURED BY XIT OR APPROVED EQUAL.

17. ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTIONS SHALL BE MINIMUM OF 3/8" DIAMETER AND SHALL BE STAINLESS STEEL.

18. GROUNDING WIRES SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKE" POINT.

19. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED.

20. STANDARD GROUND BARS AS MANUFACTURED BY HARGER OR APPROVED EQUAL SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.

21. ALL GROUNDING WIRES SHALL BE INSTALLED WITHOUT LOOPS (PIGTAILS) AND SHARP BEND RADIUS. CONTRACTOR SHALL MAKE ALL EFFORTS POSSIBLE TO MAINTAIN A 12" MINIMUM BENDING RADIUS ON ALL GROUND CONDUCTORS.

22. ALL COMPRESSION CONNECTIONS SHALL BE HYDRAULICALLY COMPRESSED BY A MINIMUM OF 12 TONS OF FORCE.

23. ANY GROUND WIRES, SOLID OR STRANDED, THAT PASS THROUGH CONDUIT, METALLIC SLEEVE, OR CABLE COVER, SHALL BE BONDED AT BOTH ENDS.

24. WHERE COAX CABLE TRAY IS USED BOND ADJACENT TRAY WITH A #6 AWG STRANDED JUMPER VIA 2-HOLE LUGS. BOND BOTH ENDS TO THE #2 AWG SOLID TINNED WIRE.

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
complete wireless solutions
Velocitel, Inc.
570 Colonial Drive Suite* 307
Roswell, GA 30075
Office (770) 645-2000
Fax (770) 645-2043

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SEAL

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-044715-E
4/22/09

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PROJECT LOCATION

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO.: 1CH6409C

DRAWING DESCRIPTION:

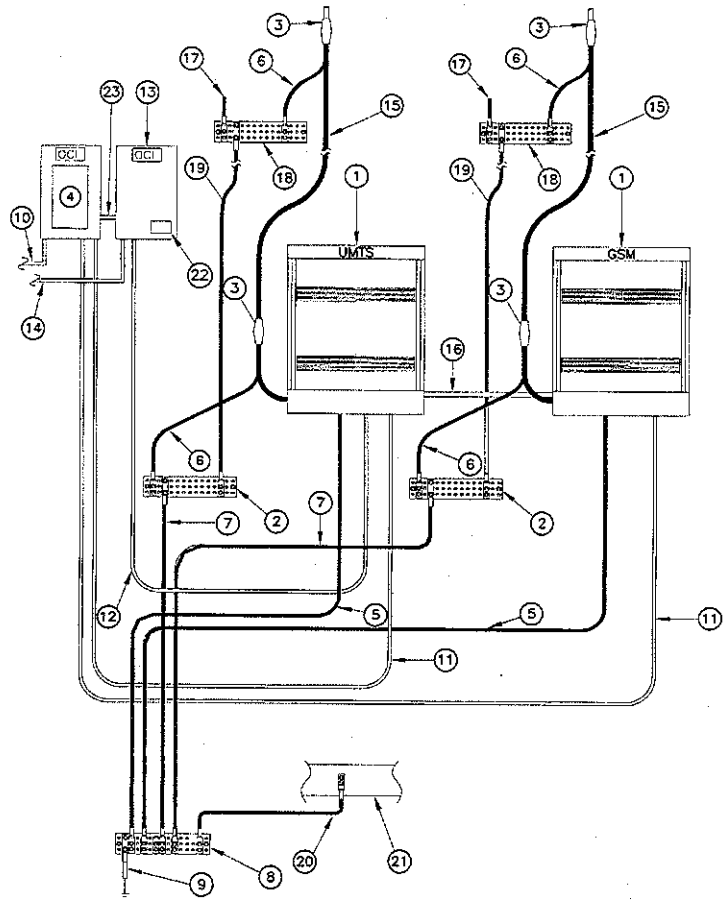
ELECTRICAL/GROUNDING NOTES

DRAWING NUMBER:

E1

## BTS RISER DIAGRAM NOTES:

1. BTS EQUIPMENT CABINET
2. SECTOR GROUND BAR (SGB) SHALL BE LOCATED SUCH THAT ALL GROUNDING CONDUCTORS ATTACHED TO IT ARE COMING FROM ABOVE. (I.E. BOTTOM OF BTS DUNNAGE, SIDE OF CONCRETE PAD, ETC.)
3. COAXIAL CABLE GROUNDING KIT
4. EXISTING 200A PANEL W/ (2) EXISTING 40A DP BREAKERS, (1) EXISTING 20A SP BREAKER, (1) EXISTING 60A DP BREAKER, (1) NEW 50A DP BREAKER.
5. (1) #2 STRANDED INSULATED GROUND WIRE FROM COMMUNICATION CABINET TO THE MGB.
6. INTEGRAL GROUND KIT AND #6 CONDUCTOR WITH TWO HOLE LUG.
7. #2/0 STRANDED INSULATED GROUND WIRE FROM THE SGB TO THE MGB.
8. MASTER GROUND BAR
9. #2/0 STRANDED INSULATED GROUND WIRE FROM THE MGB TO THE GROUND POINT.
10. CONDUIT FROM THE POWER SOURCE TO THE PANEL.
11. 1-1/2" RGS CONDUIT WITH (3) #6 & (1) #10G FROM THE PANEL TO BTS-CONFIRM SIZE W/ OCI & FIELD CONDITIONS
12. CONDUIT FROM THE DEMARCATION BOX TO THE COMMUNICATION CABINET.
13. HOFFMAN TELCO BOX. LEAVE A CONTINUOUS 10' LOOP OF SLACK WIRE COILED IN ENCLOSURE.
14. CONDUIT FROM MAIN DEMARCATION TO TELCO BOX.
15. COAXIAL CABLES (REFER TO CIVIL DRAWINGS)
16. PROVIDE A 3" CONDUIT BETWEEN CABINET SUB-BASES FOR INTERCONNECTION WIRING HARNESS.
17. #2 SOLID TINNED BARE COPPER GROUND WIRE FROM ANTENNA MAST TO THE AGB
18. ANTENNA GROUND BAR (AGB) - PROVIDE NEW GROUND BAR AT EACH SECTOR AS REQUIRED (24" MTS GB0424NT)
19. #2 SOLID TINNED COPPER GROUND WIRE FROM AGB TO THE SGB
20. #2 SOLID TINNED BARE COPPER WIRE FROM STEEL PLATFORM TO MASTER GROUND BAR. (IF APPLICABLE)
21. STEEL PLATFORM. (IF APPLICABLE)
22. 20 AMP GFIC INSIDE TELCO BOX.
23. CONDUIT FROM PANEL TO TELCO BOX




TYPICAL BTS RISER PLAN

NOT TO SCALE

NOTE:

1. SCHEMATIC IS FOR INFORMATION PURPOSES ONLY. ACTUAL SITE CONDITIONS MAY VARY.
2. CONTRACTOR SHALL INSTALL NEW EQUIPMENT IN ACCORDANCE WITH OCI AND MANUFACTURE'S RECOMMENDATIONS.
3. FINAL COAXIAL CABLE LOCATION SHALL BE CONFIRMED W/ OCI PRIOR TO INSTALLATION.

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

Velocitel, Inc.
5700 Colonial Drive, Suite 1 207
Roswell, GA 30075
Office (770) 640-0000
Fax (770) 640-0040

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SEAL:

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040170-E
4/22/09

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PROJECT LOCATION:

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

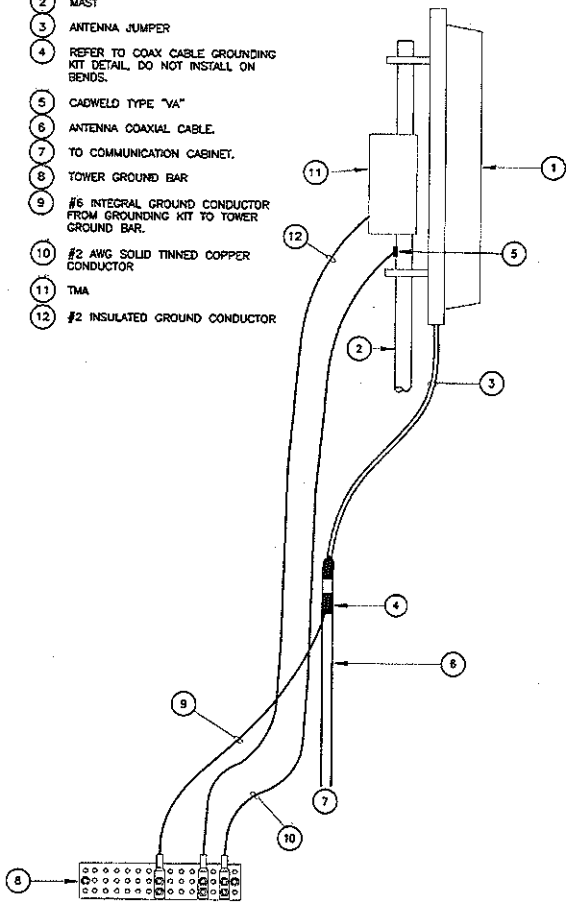
ELECTRICAL DETAILS

DRAWING NUMBER:

E2

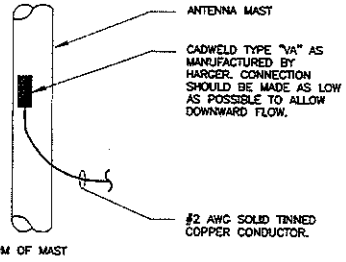
## ANTENNA GROUNDING NOTES:

1. ANTENNA (SCHEMATIC REPRESENTATION, SEE ANTENNA MOUNTING DETAIL FOR MOUNTING).
2. MAST
3. ANTENNA JUMPER
4. REFER TO COAX CABLE GROUNDING KIT DETAIL, DO NOT INSTALL ON BENDS.
5. CADWELD TYPE "VA"
6. ANTENNA COAXIAL CABLE.
7. TO COMMUNICATION CABINET.
8. TOWER GROUND BAR
9. #6 INTEGRAL GROUND CONDUCTOR FROM GROUNDING KIT TO TOWER GROUND BAR.
10. #2 AWG SOLID TINNED COPPER CONDUCTOR
11. TMA
12. #2 INSULATED GROUND CONDUCTOR




**ANTENNA GROUNDING DETAIL**

NOT TO SCALE




**ANTENNA MAST GROUNDING DETAIL**

NOT TO SCALE

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

Velocitel, Inc.
570 Colonial Drive Suite 207
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5943

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SEAL

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040195-E
4/22/09

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PROJECT LOCATION

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO.: 1CH6409C

DRAWING DESCRIPTION:

ELECTRICAL DETAILS

DRAWING NUMBER:

E3

at&t

***Consent to Carrier Modification (Revised)***

***Via Email: areczek@calntownship.org***

April 23, 2013

Caln Township
Attn: Township Manager
253 Municipal Drive
Thorndale, PA 19372

Re: AT&T Mobility Wireless Telecommunications Site Agreement with Caln Township dated 05/26/2005
Site Name: 3309 Thorndale
Site FA Number: 10063309
Site Address: 3400 Kings Highway
Site City, State, Zip Code: Downingtown, PA 19335
Existing Sublessee: Sprint

AT&T Mobility received an application from Sprint, a wireless telecommunications provider, to modify its existing equipment on our telecommunications tower located at the above referenced address. Pursuant to our agreement with Caln Township, AT&T Mobility requests Caln Township's approval of the enclosed plans.

AT&T Mobility will continue to be the Lessee and will perform all obligations under the Prime Lease. Additionally, Sprint will be bound by any requirements of the Prime Lease in the same manner as AT&T Mobility, as Lessee. This modification is in accordance with local zoning laws and regulations.

If you have any questions, please contact me at 770.708.6153 or rt6154@att.com.

Thank you for your prompt attention and cooperation.

Sincerely,

Rhonda Turner
Sr. Portfolio & Transactions Manager

Agreed to and accepted this 23 day of April, 2013.

Caln Township or Caln Township's Registered Agent:

_____ (Signature)

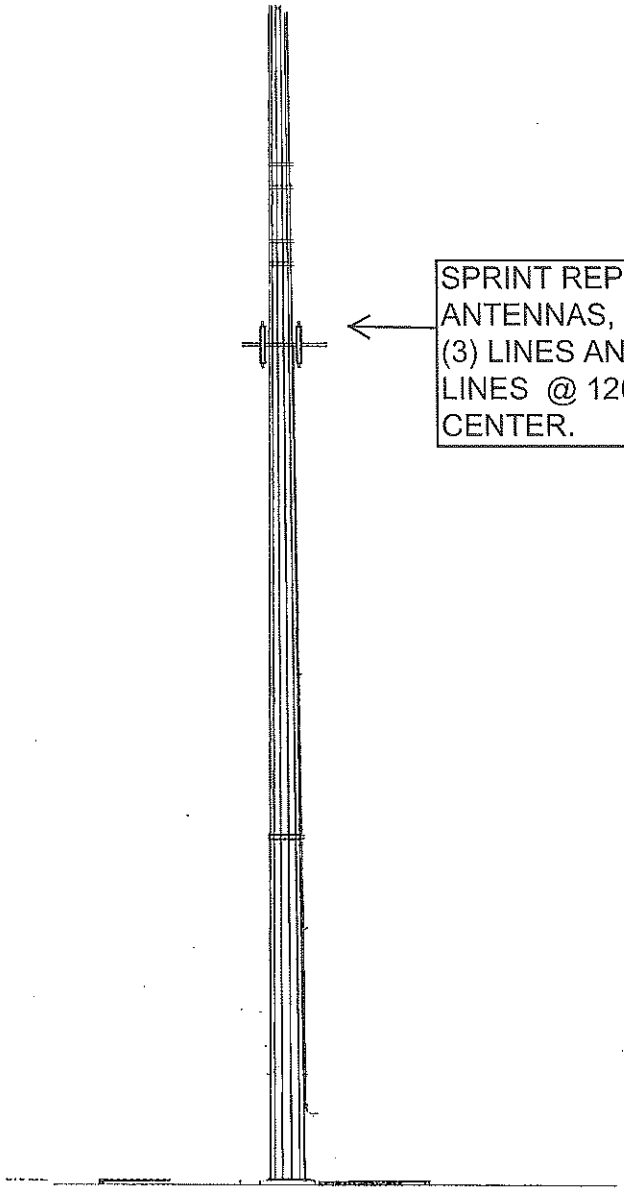
Gregory E. Prowant (Printed Name)

April 23, 2013 (Date)

Township Manager (Title)

610-384-0600 (Phone)

gprowant@calntownship.org (Email)



SPRINT REPLACED THREE (3) ANTENNAS, REMOVED THREE (3) LINES AND ADDED SIX (6) LINES @ 120' EXISTING RAD CENTER.

8:30AM 4/8 inspection

# TOWNSHIP OF CALN

# PERMIT

**Permit No:** 13-00096

**Date Issued:** 02/13/13

**Location of Work:** 3400 KINGS HWY

**Type of Work:** REPLACE 3 ANTENNAS ON EXISTING TOWER.
REMOVE 3 COAX LINES FROM INSIDE TOWER
AND REINSTALL 6 COAX LINES

**Owner:** CALN TOWNSHIP

**Contractor:** MAGNESS SON

**Parcel #:** 39-1-91.0

BUILDING CODE OFFICIAL

**THIS PLACARD MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES, EASILY VISIBLE FROM THE PRINCIPAL STREET, WELL SECURED IF EXPOSED TO THE WEATHER, DURING THE ENTIRE CONSTRUCTION TIME.**

**WORK MUST BE STARTEDWITHIN 6 MONTHS FROM DATE OF ISSUE**

at&t

## *Owner's Consent to Carrier Modification*

Date: April 24, 2009

Caln Township
Attn: Township Manager
253 Municipal Drive
Thorndale, PA 19372

Re: AT&T Mobility Agreement with Caln Township dated 7/6/05
Site Name: Thorndale
Site FA Number: 10063309
Site Address: 3400 Kings Highway
Site City, State, Zip Code: Downingtown, PA 19335
Subtenant: T-Mobile

AT&T Mobility has received an application to allow an existing wireless carrier co-locator to modify their existing equipment within the leased premises and on our cell tower located at the address referenced above. This application shall be in accordance with local zoning laws and regulations. Under our agreement with you, AT&T has the right to permit the modification of existing equipment with your review of plans, and reasonable consent.

AT&T Mobility will continue to be the tenant in our agreement with you and will perform all of our obligations under the agreement. Additionally, the subtenant shall have no more rights allowed to them in excess of our rights with you as outlined in our existing agreement.

Agreed to and accepted this 8 day of May, 2009.

Caln Township's Registered Agent:

_____ (signature)

Gregory E. Prowant (printed Name)

May 8, 2009 (Date)

Township Manager (Title)

610-384-0600 (Phone)

gprowant@calntownship.org (Email)

Please use the enclosed self-addressed stamped envelope to return this consent. If you have any questions, please contact me at 770-708-6164 or at ck8905@att.com.

Sincerely,

Cathy Keup
Application Process Manager
12555 Cingular Way #1271B
Alpharetta, GA 30004

SCANNED

MAY 11 2009

ELECTRONICALLY FILED



CC: Andy Reczek

# T-Mobile
Northeast, LLC

## CINGULAR - CALN TOWNSHIP

# 1CH6409C

## CONSTRUCTION DRAWINGS

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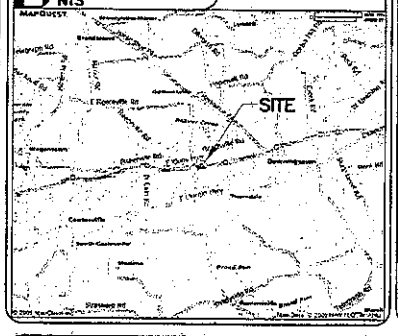
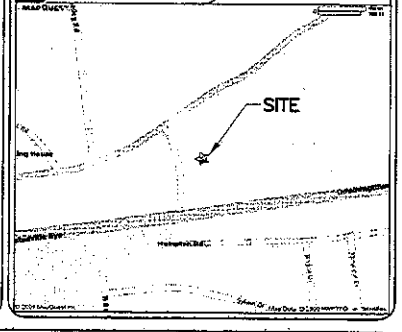
| E2 | ELECTRICAL DETAILS | 0 | 4/22/09 |
| E3 | ELECTRICAL DETAILS | 0 | 4/22/09 |

### VICINITY MAP
NTS




### LOCATION MAP
NTS




### SITE DIRECTIONS

FROM T-MOBILE OFFICE, START OUT GOING NORTHWEST ON STREET RD TOWARD STATE RD. MERGE ONTO US-1 N / LINCOLN HWY TOWARD MORRISVILLE. MERGE ONTO I-276 W / PENNSYLVANIA TURNPIKE TOWARD HARRISBURG. PORTION TOLL. MERGE ONTO I-76 E VIA EXIT 326 TOWARD I-476 / PHILADELPHIA / US-202 / VALLEY FORGE. PORTION TOLL. MERGE ONTO US-202 S VIA EXIT 328A TOWARD WEST CHESTER. MERGE ONTO US-30 W TOWARD DOWNINGTOWN / COATESVILLE. TAKE THE PA-340 EXIT TOWARD THORNDALE. TURN RIGHT ONTO BONDSVILLE RD / PA-340. CONTINUE TO FOLLOW PA-340. SITE WILL BE ON THE LEFT.

### SITE INFORMATION

| | |
|---|---|
| PROPERTY OWNER: | CALN TOWNSHIP<br>253 MUNICIPAL DRIVE<br>THORNDALE, PA 19372 |
| SITE ADDRESS: | 3400 KINGS HIGHWAY<br>DOWNINGTOWN, PA 19335 |
| APPLICANT: | T-MOBILE<br>400 STREET ROAD<br>BENSALEM, PA 19020 |
| CONTACT: | MIKE NEGRETE<br>(315) 439-4819 |
| ENGINEER: | VELOCITEL<br>570 COLONIAL DRIVE<br>SUITE #307<br>ROSWELL, GA 30075 |
| CONTACT: | MARK ZAGAME<br>(770) 645-5900 |

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
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COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040128-E
4/22/09

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### REVISIONS

| REV | DATE | DESCRIPTION | BY |
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| A | 4/20/09 | ISSUED FOR REVIEW | WAM |
| 0 | 4/22/09 | ISSUED FOR CONSTRUCTION | CM |
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PROJECT LOCATION

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

COVER SHEET

DRAWING NUMBER:

T1

## GENERAL NOTES:

1. ALL CONSTRUCTION, LABOR AND MATERIAL SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, ORDINANCES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. THE CONTRACTOR MUST VISIT THE SITE AND BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH ANY WORK, PURCHASE, FABRICATION AND ERECTION OF ANY MATERIAL.
3. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, APPROVALS, INSPECTIONS AND TESTS REQUIRED BY ALL AGENCIES HAVING JURISDICTION.
4. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS, WHETHER OR NOT SPECIFICALLY INDICATED, IF REQUIRED TO COMPLETE THE INSTALLATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE, COLLAPSE, DISTORTION, MISALIGNMENT, VOIDING ROOFING GUARANTEES AND WARRANTIES, ETC. PROTECTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS AND BEST PRACTICES. ROOF SURFACES SHALL BE RESTORED TO COMPLETE WATER TIGHTNESS WITH THE APPROVED MATERIAL AND AS PRE-APPROVED BY THE OWNER IN WRITING.
6. ALL MATERIALS SHALL BE INSTALLED AS PER THE MANUFACTURERS SPECIFICATIONS.
7. DO NOT SCALE DRAWINGS.
8. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTING THE WORK SHOWN ON THESE PLANS. ALL WORK PERFORMED SHALL BE DONE IN A GOOD WORKMANSHIP MANNER TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY EFFORTS TO PROTECT THE NEW EQUIPMENT DURING THIS INSTALLATION AND APPLICATION SUCH AS:
   - THE TENANT'S EGRESS TO AND FROM THE BUILDING AND/OR THE SITE.
   - THE BUILDING'S FIRE SAFETY OR SHALL NOT CREATE ANY FIRE HAZARDS.
   - THE STRUCTURAL INTEGRITY AND SAFETY OF THE BUILDING.
   - THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 7 AM TO 6 PM, UNLESS OTHERWISE AGREED UPON WITH THE OWNER.
   - THE BUILDING'S SECURITY SHALL BE MAINTAINED IN ORDER TO PREVENT ANY UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES.
   - THE BUILDING'S UTILITIES (ELECTRICITY, GAS, WATER AND OTHER UTILITIES) SHALL NOT BE INTERRUPTED DURING THIS APPLICATION & INSTALLATION WITHOUT PRIOR APPROVAL FROM OWNER.
   - ALL MASONRY PENETRATIONS SHALL BE DONE USING ROTARY ACTION ONLY (NO HAMMERING ACTION).
   - ALL PENETRATIONS SHALL BE FIRE-STOPPED WITH 3M FS 195 WRAP STRIP FIRE-STOP AND CP25 NON-SHRINK PUTTY FIRE BARRIER SEALANT. MAINTAIN THE FIRE RATING OF ALL PENETRATED SURFACES.
9. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE, CONSTRUCTION MATERIAL AND RUBBISH. UPON COMPLETION, ALL DEBRIS SHALL BE REMOVED AND THE PREMISES LEFT IN A "BROOM CLEAN" CONDITION. ALL RUBBISH SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. THE CONTRACTOR SHALL COORDINATE ALL SPECIAL CONSIDERATIONS OF THE CONSTRUCTION (EX. NOISY OPERATIONS, INTERRUPTIONS OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND/OR STORAGE) WITH THE BUILDING OWNER OR MANAGEMENT PRIOR TO THE START OF THE WORK.
11. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING CONDITIONS WHERE DISTURBED BY NEW WORK OR AS REQUIRED BY THE PLANS. ALL EXISTING AREAS OF THE BUILDING DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
12. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND CONFORM TO ALL BUILDING CODE AND LOCAL UTILITY'S REQUIREMENTS.
13. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS, AND ARE TO BE COMPLIED WITH IN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE.
14. THESE DOCUMENTS ARE IN COMPLIANCE & ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE FOLLOWING CODES & STANDARDS, LATEST EDITIONS:
   - BOCA NATIONAL BUILDING CODE
   - NATIONAL STANDARD PLUMBING CODE
   - NATIONAL ELECTRIC CODE
   - INTERNATIONAL MECHANICAL CODE
   - NFPA, SECTION 13 & 72
   - EIA/TIA-222-F STANDARDS "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND SUPPORTING STRUCTURES" DESIGN WIND SPEED OF 85 MILES/HOURS (74 MILES/ HOUR IN CONJUNCTION WITH 0.5 INCHES OF RADIAL ICE).
15. ALL NEW STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC CODE AND ASTM SPECIFICATIONS, LATEST EDITION. ALL NEW STEEL SHALL:
   - CONFORM TO TO ASTM A-36.
   - ALL STEEL PIPES SHALL CONFORM TO ASTM A-501 OR A-53, GRADE B.
   - CONNECTIONS SHALL BE MADE USING SPECIFIED WELDS AND WELDING. ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH BOLTS SHALL BE ASTM A325. THREADS ARE EXCLUDED FROM THE SHEAR PLANE.
   - ALL SHOP AND FIELD WELDING SHALL BE DONE BY WELDERS QUALIFIED AS DESCRIBED IN THE "AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE" TO PERFORM THE NEW WORK.
   - BE HOT DIPPED GALVANIZED AFTER FABRICATION (ONLY EXPOSED TO MOISTURE APPLICATIONS) PER ASTM A-123. ALL DAMAGES SURFACES, WELDED AREAS AND AUTHORIZED NON GALVANIZED MEMBERS OR PARTS (NEW OR OLD) SHALL BE PAINTED WITH TWO (2) COATS OF ZRC COLD GALVANIZING COMPOUND MANUFACTURED BY ARC CHEMICAL PRODUCTS.
   - ALL PIPE SIZES INDICATED HEREIN ARE NOMINAL DIAMETER (INSIDE DIAMETER).
16. ALL NEW ANTENNA APPLICATIONS MOUNTED TO EXTERIOR WALLS SHALL BE SEALED AT THE TOP AND SIDES WITH DOW CORNING CLEAR SILICONE SEALANT OR APPROVED EQUAL. THE SILICONE APPLICATIONS SHALL BE TOOLED TO MAINTAIN A FINISHED APPEARANCE.
17. WHERE INDICATED ON THE PLANS THE CONTRACTOR SHALL PAINT ALL NEW ANTENNAS, SHROUD AND RELATED MOUNTING HARDWARE TO MATCH THE EXISTING ADJACENT SURFACES. ALL PAINT SHALL BE SHERWIN WILLIAMS OR APPROVED EQUAL. THE CONTRACTOR SHALL NOT USE A METAL BASED PAINT ON THE ANTENNAS. ANTENNAS SHALL HAVE ONE PRIMER COAT OF POLANE 2.8 PLUS FIL D6W75 PRIMER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND THEN APPLY ONE TOP COAT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ALL SURFACE CONTAMINATION SHALL BE REMOVED PRIOR TO PAINTING THE NEW SURFACES. ALL GALVANIZED SURFACES SHALL HAVE ONE COAT OF PERMABOND BONDING AGENT, WHILE STILL WET APPLY ONE COAT OF SHERWIN WILLIAMS FLAT LATEX PAINT, LET DRY THEN A SECOND COAT OF FLAT LATEX PAINT.
18. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.
19. MATERIALS AND CONDITIONS NOT FABRICATED CORRECTLY, DAMAGED OR NON-CONFORMING SHALL BE REPORTED TO CONSTRUCTION MANAGER, ENGINEER AND OWNER PRIOR TO ANY CORRECTIVE ACTION. ALL ACTIONS REQUIRE APPROVAL FROM THE OWNER.
20. LOCATION BASED SYSTEM (E-911 EQUIPMENT) TO BE INSTALLED – NOT DEPICTED

## LEGEND

| | |
|---|---|
| —R— | EXISTING PROPERTY LINE |
| ——— | NEW LEASE LINE |
| —X— | EXISTING FENCE |
| — 120 — | EXISTING CONTOUR |
| —OHU— | EXISTING OVERHEAD UTILITY LINE |
| | IRON ROD SET 5/8" |
| | UTILITY POLE |
| | GUY ANCHOR |
| | EXISTING TREE |

## ABBREVIATIONS

| | |
|---|---|
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AWG | AMERICAN WIRE GAUGE |
| & | AND |
| COAX. | COAXIAL CABLE |
| C. | CONDUIT |
| CONT. | CONTINUOUS |
| C.J. | CONTROL JOINT |
| CB | CIRCUIT BREAKER |
| DIA. | DIAMETER |
| DWG | DRAWING |
| EL | ELEVATION |
| E.S | EACH SIDE |
| EMT | ELECTRICAL METALLIC TUBING |
| FT | FEET |
| GND | GROUND |
| HORIZ | HORIZONTAL |
| IN | INCH |
| MAX | MAXIMUM |
| MFR | MANUFACTURER |
| MIN | MINIMUM |
| MPH | MILES PER HOUR |
| MC | METAL CLAD CABLE |
| MCB | MAIN CIRCUIT BREAKER |
| MDP | MAIN DISTRIBUTION PANEL |
| MGB | MASTER GROUND BAR |
| MLO | MAIN LUGS ONLY |
| N | NEUTRAL |
| NEC | NATIONAL ELECTRIC CODE |
| OCI | T-MOBILE COMMUNICATIONS INC. |
| PNL | PANEL |
| P | PLATE |
| PP | POWER PANEL |
| PVC | POLYVINYL CHLORIDE |
| REQ'D | REQUIRED |
| RA | RIGID ALUMINUM |
| RGS | RIGID GALVANIZED STEEL |
| SIM | SIMILAR |
| STD | STANDARD |
| STL | STEEL |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| WG | WAVEGUIDE |
| W/ | WITH |
| WP | WEATHERPROOF |

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

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4/22/09

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PROJECT LOCATION

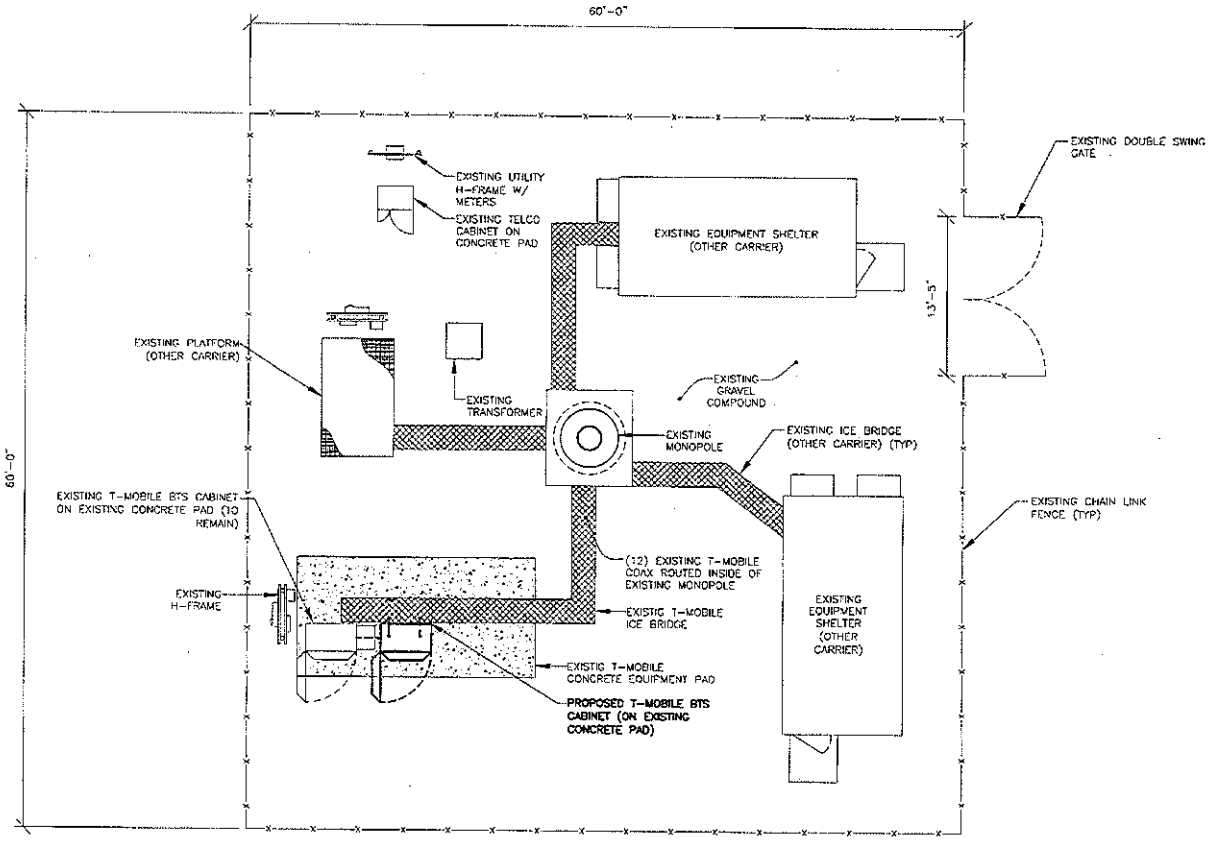
1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM
CHECKED BY: WZ
DATE: APRIL 20, 2009
VELOCITEL #: 2043-136
SITE NO.: 1CH6409C
DRAWING DESCRIPTION:

GENERAL NOTES

DRAWING NUMBER:

C1




**OVERALL SITE PLAN**

SCALE: 1"=10'

1"=10' 10 0 10 20

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
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PROJECT LOCATION

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DOWNINGTOWN, PA 19335

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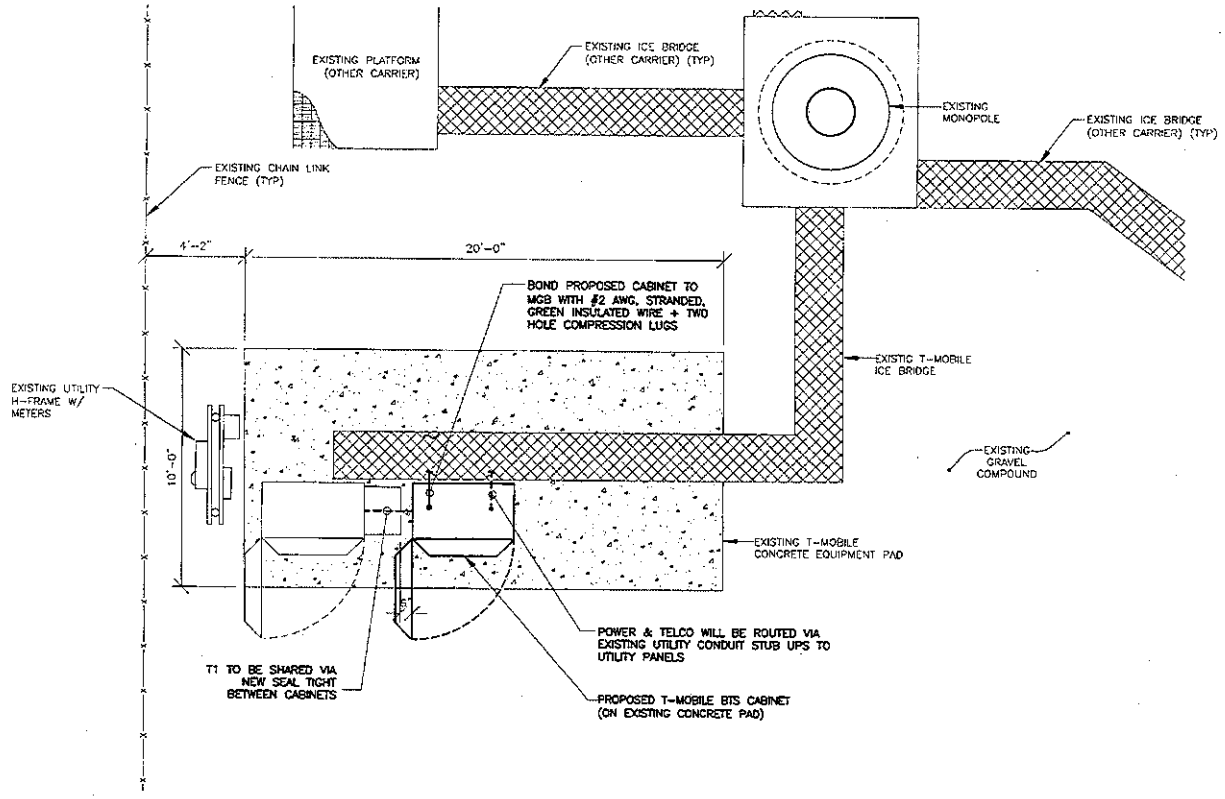
SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

OVERALL SITE PLAN

DRAWING NUMBER:

C2




DETAIL PLAN

SCALE: 1"=2'

1"=2' 2 0 2 4

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

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WILLIAM PANEK
NO. PE-040178-R

4/22/09

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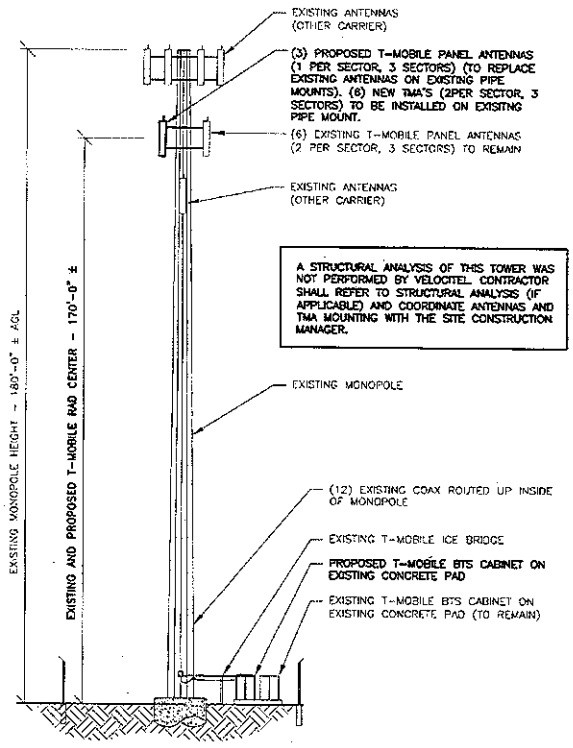
SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

DETAIL PLAN

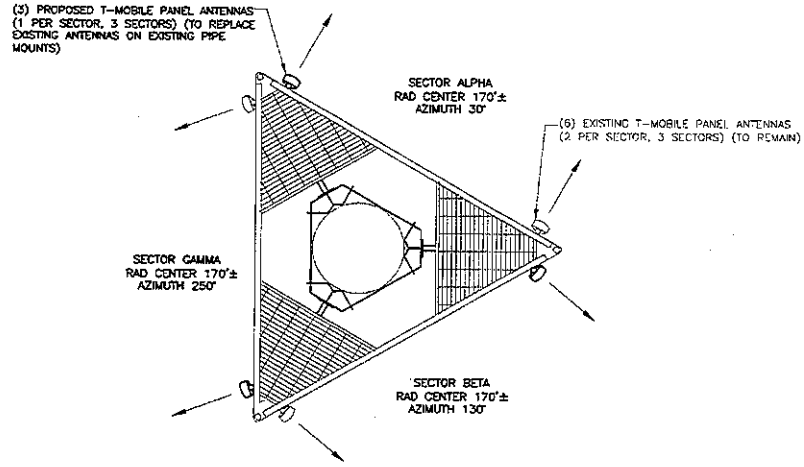
DRAWING NUMBER:

C3




## TOWER ELEVATION

NOT TO SCALE




## ANTENNA ORIENTATION

NOT TO SCALE

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

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4/22/09

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DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

CIVIL DETAILS

DRAWING NUMBER:

C4

## ELECTRICAL GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES.

2. THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF ALL RULES, REGULATIONS, AND CODES OF ALL LOCAL, STATE, AND FEDERAL AUTHORITIES HAVING JURISDICTION. CONFORM TO THE LATEST EDITIONS OF THE NATIONAL ELECTRIC CODE, THE NATIONAL SAFETY CODE, AND THE REQUIREMENTS OF THE LOCAL ELECTRIC COMPANY.

3. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, EQUIPMENT, SERVICES AND FACILITIES REQUIRED FOR THE COMPLETE, PROPER AND SUBSTANTIAL INSTALLATION OF ALL ELECTRIC WORK.

4. CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED PERMITS AND SHALL ARRANGE FOR ALL REQUIRED INSPECTIONS FROM THE AUTHORITY HAVING JURISDICTION.

5. UNLESS OTHERWISE INDICATED, THE ARRANGEMENT, POSITION, CONNECTIONS, ETC. SHOWN ON THE DRAWINGS SHALL BE TAKEN AS DIAGRAMMATIC. THE ROUTING OF THE CONDUITS SHALL BE THAT THE EASIEST AND MOST PRACTICAL METHODS ARE USED WITHOUT IMPACTING THE AESTHETICS OF THE BUILDING OR IT'S OWNER. THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY UPON DISCOVERY OF A PROBLEM OR CONFLICT IN ROUTING. THE RIGHT IS RESERVED BY THE ENGINEER TO MAKE MINOR CHANGES IN LOCATION AND ARRANGEMENTS WHEN REQUIRED BY EXISTING JOB CONDITIONS WITHOUT ANY ADDITIONAL COMPENSATION TO BE ADDED BY THE CONTRACTOR.

6. PRIOR TO EXCAVATION, A UTILITY MARK OUT SHALL BE DONE TO LOCATE EXISTING UNDERGROUND UTILITIES. ALL UNDERGROUND UTILITIES MUST BE LOCATED AND MARKED-OUT PRIOR TO ANY EXCAVATION WORK BEING PERFORMED. PICTURES SHALL BE TAKEN OF ALL UNDERGROUND WORK TO BE VIEWED AT THE PUNCH LIST.

7. ALL TRENCHING AND EXCAVATION WITHIN EXISTING COMPOUNDS MUST BE PERFORMED BY HAND IN ACCORDANCE WITH THE OWNERS SPECIFICATIONS. IF THERE ARE EXTENUATING CIRCUMSTANCES THAT MAKE IT PROHIBITIVE TO HAND DIG, PLEASE CONTACT THE CONSTRUCTION MANAGER FOR PRIOR APPROVAL.

8. ALL CONDUCTORS SHALL BE COPPER WITH A 90° CELSIUS INSULATION RATING UNLESS OTHERWISE NOTED.

9. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AS INDICATED BY UTILITY COMPANY. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH A BLACK PLASTIC TAG WITH WHITE LETTERS "OCI" ENGRAVED IN IT.

10. ALL LOW VOLTAGE CONDUITS (600V OR LESS) SHALL HAVE A MINIMUM BURIAL DEPTH OF 24". CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN RGS CONDUITS. ALL ELBOWS USED WITH RGS CONDUIT SHALL BE RGS. ALL CONDUIT INSTALLED ABOVE FINISHED GRADE SHALL BE RGS.

11. ALL HIGH AND MEDIUM VOLTAGE CONDUITS (600V OR MORE) SHALL HAVE A MINIMUM BURIAL DEPTH OF 36". CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS OF SUITABLE INSULATION RATING IN RGS CONDUITS. ALL ELBOWS SHALL BE RGS. ALL CONDUIT INSTALLED ABOVE FINISHED GRADE SHALL BE RGS.

12. CONDUITS WITH EXPOSURE TO HEAVY VEHICLE TRAFFIC SHALL BE ENCASED IN CONCRETE. CONCRETE ENCASEMENT SHALL BE 3" MINIMUM ALL AROUND AND BETWEEN CONDUITS.

13. ALL EXPOSED TRENCHES, WITHIN THE COMPOUND AND UTILITY EASEMENT LOCATION, SHALL BE "TAPED OFF" AND COVERED WITH STEEL TRENCH PLATES UPON COMPLETION OF WORK EACH DAY, IF TRENCH IS TO REMAIN EXPOSED.

14. ALL BURIED CONDUITS SHALL BE IDENTIFIED WITH ELECTRICAL MARKER TAPE. TAPE SHALL BE PLACED 12" ABOVE CONDUIT FOR EASY IDENTIFICATION.

INDOORS:

15. ALL CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN EMT. WHEN REQUIRED TO CONNECT INTO EQUIPMENT FLEXIBLE METALLIC CONDUIT SHALL BE ALLOWED PROVIDED THAT IT DOES NOT EXCEED 3' IN LENGTH. FLEXIBLE METAL CONDUIT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPLICABLE CODE.

16. CLASSIFIED "DAMP" OR "WET" LOCATION:
ALL CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN RGS CONDUIT. CONNECTIONS TO COMMUNICATION CABINET AND VIBRATING EQUIPMENT SHALL CONSIST OF PULLED CONDUCTORS IN LIQUID TIGHT FLEXIBLE STEEL CONDUIT, MAXIMUM 6' IN LENGTH. LIQUID TIGHT FLEXIBLE STEEL CONDUIT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPLICABLE CODE.

LIMITATIONS ON DOWNTIME:

17. CONTRACTOR SHALL PROVIDE A TEMPORARY SHUNT WHEN REQUIRED. SHUNT SHALL BE THROUGH METERING DEVICE WHEN APPLICABLE IF ALLOWED BY UTILITY SERVICE CO.

18. COORDINATE ALL DISCONNECTS AND INTERRUPTIONS OF ELECTRICAL SERVICE WITH THE OWNER. A TIMETABLE OF INTERRUPTIONS AND SHUTDOWNS SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. THE OF SCHEDULE INTERRUPTIONS SHALL BE SUBMITTED TO THE OWNER A MINIMUM OF ONE WEEK PRIOR TO ANY ANTICIPATED INTERRUPTION OF SERVICE AND SHALL BE APPROVED BY THE OWNER BEFORE ANY INTERRUPTION IS PERMITTED. 48 HOURS PRIOR TO ACTUAL SERVICE INTERRUPTION THE CONTRACTOR SHALL CALL AND NOTIFY ALL PARTIES INVOLVED SO THAT THEY MAY MAKE PROPER ARRANGEMENTS FOR SHUTDOWN.

## GROUNDING GENERAL NOTES:

1. ALL DETAILS ARE SHOWN DIAGRAMMATICALLY, ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.

2. NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING THE GROUND SYSTEM DUE TO SITE/SOIL CONDITIONS.

3. ALL UNDERGROUND CONNECTORS ARE TO BE CADWELD. ALL ABOVE GRADE GROUNDING SHALL BE CADWELD OR MECHANICAL AS SPECIFIED ON THE DRAWING.

4. GROUNDS ARE TO BE INSTALLED A MINIMUM OF 2'-0" FROM SHELTER SLABS OR TOWER FOUNDATIONS UNLESS OTHERWISE NOTED.

5. ALL GROUNDING CONDUCTORS SHALL BE #2 AWG SOLID TINNED COPPER. ELECTRICAL SERVICE GROUND ELECTRODE CONDUCTOR SHALL BE SIZED IN ACCORDANCE WITH APPLICABLE CODE.

6. ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 30" MINIMUM BELOW FINISHED GRADE. ELECTRIC METER GROUND ROD EXCEPTED.

7. GROUNDING RODS SHALL BE COPPER CLAD STEEL. 3/4" DIAMETER X 10' LONG WITH TOP OF THE ROD BURIED 30" MINIMUM BELOW FINISHED GRADE. GROUND RODS SHALL BE EXOTHERMICALLY WELDED TO UNDERGROUND GROUNDING LOOP.

8. WHERE GROUND CONNECTIONS ARE MADE THE CONTACT POINTS SHALL BE THOROUGHLY CLEANED AND MADE FREE OF FOREIGN MATERIAL SUCH AS PAINT AND CORROSION, TO ENSURE ADEQUATE BOND.

9. FOR CONNECTION TO ALUMINUM FACIA AND ALUMINUM GRAVEL GUARD, ALUMINUM CONNECTORS SHALL BE USED WITH APPROVED BIMETALLIC CONNECTORS BETWEEN ALUMINUM AND COPPER AN ANTI-OXIDATION COMPOUND SHALL BE USED.

10. ALL GROUNDING CONNECTIONS TO THE GROUND BAR OR GROUND PLATE, INTAKE AND CABLE TRAY BRIDGE SHALL BE MADE WITH DOUBLE HOLE HYDRAULICALLY INDENTED STAINLESS STEEL LUGS.

11. GROUND CONNECTIONS TO ANTENNA MAST SHALL BE CADWELD TYPE "VA" AS MANUFACTURED BY HARGER OR APPROVED EQUAL.

12. CABLE TRAY BRIDGE SHALL BE GROUNDED WITH #2 AWG SOLID TINNED COPPER CONDUCTOR AND FASTEN TO SUPPORT STATION VIA CADWELD TYPE "VA" AS MANUFACTURED BY HARGER OR APPROVED EQUAL.

13. WHEN SPECIFIED ALL METAL CONDUITS FOR GROUNDING DOWN CONDUCTORS SHALL BE BONDED TO THE GROUND SYSTEM AT BOTH ENDS.

14. KOPR-SHIELD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.

15. ALL CADWELDS SHALL BE INSTALLED USING THE PROPER CONNECTION/MOLD AND MATERIALS FOR THE PARTICULAR CONNECTION AND/OR APPLICATION.

16. WHEN ALTERNATIVE METHODS ARE SPECIFIED BY STANDARDS ENGINEERING, ALL CHEMICAL GROUND RODS ARE TO BE MANUFACTURED BY XIT OR APPROVED EQUAL.

17. ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTIONS SHALL BE MINIMUM OF 3/8" DIAMETER AND SHALL BE STAINLESS STEEL.

18. GROUNDING WIRES SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKE" POINT.

19. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED.

20. STANDARD GROUND BARS AS MANUFACTURED BY HARGER OR APPROVED EQUAL SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.

21. ALL GROUNDING WIRES SHALL BE INSTALLED WITHOUT LOOPS (PIGTAILS) AND SHARP BEND RADIUS. CONTRACTOR SHALL MAKE ALL EFFORTS POSSIBLE TO MAINTAIN A 12" MINIMUM BENDING RADIUS ON ALL GROUND CONDUCTORS.

22. ALL COMPRESSION CONNECTIONS SHALL BE HYDRAULICALLY COMPRESSED BY A MINIMUM OF 12 TONS OF FORCE.

23. ANY GROUND WIRES, SOLID OR STRANDED, THAT PASS THROUGH CONDUIT, METALLIC SLEEVE, OR CABLE COVER, SHALL BE BONDED AT BOTH ENDS.

24. WHERE COAX CABLE TRAY IS USED BOND ADJACENT TRAY WITH A #6 AWG STRANDED JUMPER VIA 2-HOLE LUGS. BOND BOTH ENDS TO THE #2 AWG SOLID TINNED WIRE.

APPLICANT/OWNER:

T-Mobile
Northeast, LLC

PREPARED BY:

velocitel
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SEAL

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-044715-E
4/22/09

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PROJECT LOCATION

1CH6409C
3400 KINGS HIGHWAY
DOWNINGTOWN, PA 19335

DRAWN BY: WAM

CHECKED BY: MZ

DATE: APRIL 20, 2009

VELOCITEL #: 2043.138

SITE NO.: 1CH6409C

DRAWING DESCRIPTION:

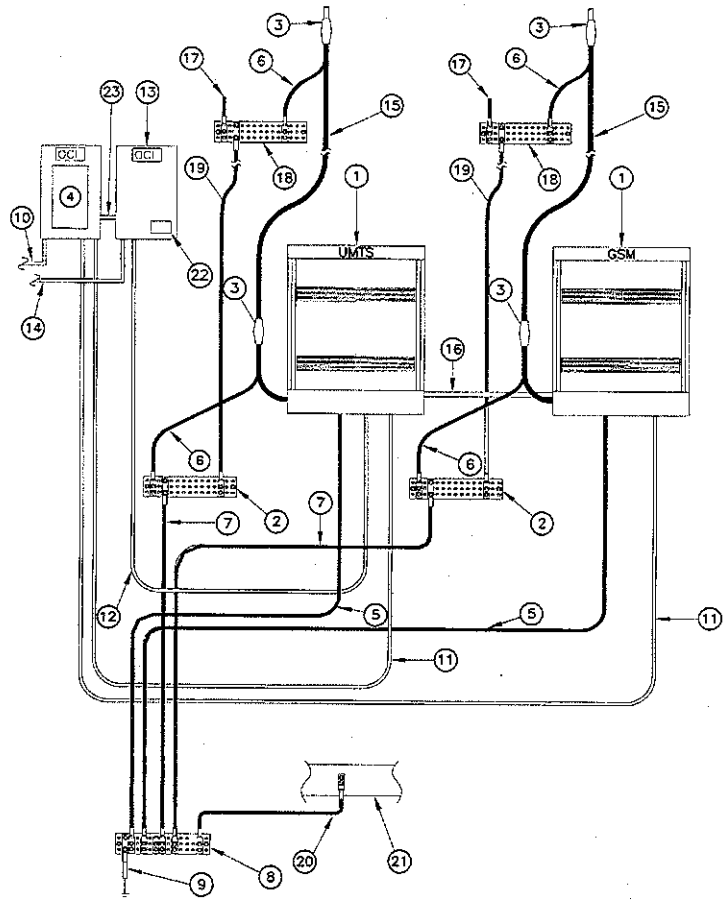
ELECTRICAL/GROUNDING NOTES

DRAWING NUMBER:

E1

## BTS RISER DIAGRAM NOTES:

1. BTS EQUIPMENT CABINET
2. SECTOR GROUND BAR (SGB) SHALL BE LOCATED SUCH THAT ALL GROUNDING CONDUCTORS ATTACHED TO IT ARE COMING FROM ABOVE. (I.E. BOTTOM OF BTS DUNNAGE, SIDE OF CONCRETE PAD, ETC.)
3. COAXIAL CABLE GROUNDING KIT
4. EXISTING 200A PANEL W/ (2) EXISTING 40A DP BREAKERS, (1) EXISTING 20A SP BREAKER, (1) EXISTING 60A DP BREAKER, (1) NEW 50A DP BREAKER.
5. (1) #2 STRANDED INSULATED GROUND WIRE FROM COMMUNICATION CABINET TO THE MGB.
6. INTEGRAL GROUND KIT AND #6 CONDUCTOR WITH TWO HOLE LUG.
7. #2/0 STRANDED INSULATED GROUND WIRE FROM THE SGB TO THE MGB.
8. MASTER GROUND BAR
9. #2/0 STRANDED INSULATED GROUND WIRE FROM THE MGB TO THE GROUND POINT.
10. CONDUIT FROM THE POWER SOURCE TO THE PANEL.
11. 1-1/2" RGS CONDUIT WITH (3) #6 & (1) #10G FROM THE PANEL TO BTS-CONFIRM SIZE W/ OCI & FIELD CONDITIONS
12. CONDUIT FROM THE DEMARCATION BOX TO THE COMMUNICATION CABINET.
13. HOFFMAN TELCO BOX. LEAVE A CONTINUOUS 10' LOOP OF SLACK WIRE COILED IN ENCLOSURE.
14. CONDUIT FROM MAIN DEMARCATION TO TELCO BOX.
15. COAXIAL CABLES (REFER TO CIVIL DRAWINGS)
16. PROVIDE A 3" CONDUIT BETWEEN CABINET SUB-BASES FOR INTERCONNECTION WIRING HARNESS.
17. #2 SOLID TINNED BARE COPPER GROUND WIRE FROM ANTENNA MAST TO THE AGB
18. ANTENNA GROUND BAR (AGB) - PROVIDE NEW GROUND BAR AT EACH SECTOR AS REQUIRED (24" MTS GB0424NT)
19. #2 SOLID TINNED COPPER GROUND WIRE FROM AGB TO THE SGB
20. #2 SOLID TINNED BARE COPPER WIRE FROM STEEL PLATFORM TO MASTER GROUND BAR. (IF APPLICABLE)
21. STEEL PLATFORM. (IF APPLICABLE)
22. 20 AMP GFIC INSIDE TELCO BOX.
23. CONDUIT FROM PANEL TO TELCO BOX




TYPICAL BTS RISER PLAN

NOT TO SCALE

NOTE:

1. SCHEMATIC IS FOR INFORMATION PURPOSES ONLY. ACTUAL SITE CONDITIONS MAY VARY.
2. CONTRACTOR SHALL INSTALL NEW EQUIPMENT IN ACCORDANCE WITH OCI AND MANUFACTURE'S RECOMMENDATIONS.
3. FINAL COAXIAL CABLE LOCATION SHALL BE CONFIRMED W/ OCI PRIOR TO INSTALLATION.

APPLICANT/OWNER:

T-Mobile Northeast, LLC

PREPARED BY:

velocitel complete wireless solutions

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SEAL:

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
WILLIAM PANEK
ENGINEER
NO. PE-040170-E
4/22/09

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VELOCITEL #: 2043.138

SITE NO. : 1CH6409C

DRAWING DESCRIPTION:

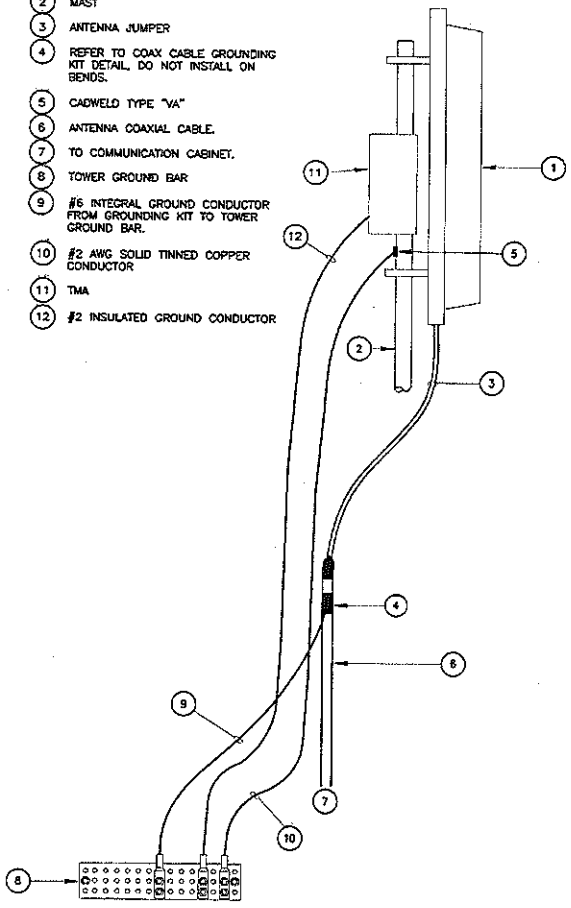
ELECTRICAL DETAILS

DRAWING NUMBER:

E2

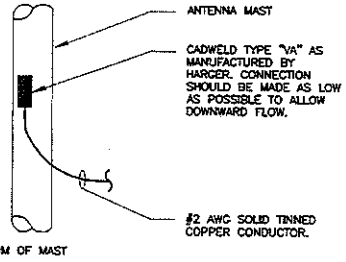
## ANTENNA GROUNDING NOTES:

1. ANTENNA (SCHEMATIC REPRESENTATION, SEE ANTENNA MOUNTING DETAIL FOR MOUNTING).
2. MAST
3. ANTENNA JUMPER
4. REFER TO COAX CABLE GROUNDING KIT DETAIL, DO NOT INSTALL ON BENDS.
5. CADWELD TYPE "VA"
6. ANTENNA COAXIAL CABLE.
7. TO COMMUNICATION CABINET.
8. TOWER GROUND BAR
9. #6 INTEGRAL GROUND CONDUCTOR FROM GROUNDING KIT TO TOWER GROUND BAR.
10. #2 AWG SOLID TINNED COPPER CONDUCTOR
11. TMA
12. #2 INSULATED GROUND CONDUCTOR




**ANTENNA GROUNDING DETAIL**

NOT TO SCALE




**ANTENNA MAST GROUNDING DETAIL**

NOT TO SCALE

APPLICANT/OWNER:

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PREPARED BY:

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COMMONWEALTH OF PENNSYLVANIA
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