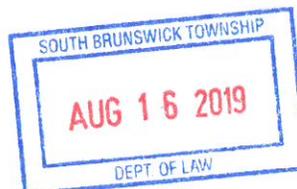


August 15, 2019

**DELIVERY BY NJLS**

Donald J. Sears, Esq.  
Director of Law  
Township of South Brunswick, Municipal Building  
540 Ridge Road  
Monmouth Junction, NJ 08852



**RE: *AT&T Site Kendall Park FA#10010531***  
**Telecommunications Lease Agreement for Lease of Space on Existing**  
**Monopole and Ground Space between the Township of South Brunswick and**  
**New Cingular Wireless PCS, LLC ("AT&T")**  
**Route 1 and Major Road, Township of South Brunswick**

Dear Mr. Sears:

In connection with the above referenced matter, enclosed please find one fully executed original of the Telecommunications Lease Agreement between the Township of South Brunswick and New Cingular Wireless PCS, LLC ("AT&T").

If you have any questions, please do not hesitate to contact me. Thank you for your time and attention to this matter, it is greatly appreciated.

Very truly yours,

Judith A. Fairweather

JAF:sd  
Enclosure

original to Clerk  
copy to IT

TELECOMMUNICATIONS LEASE AGREEMENT  
(Major Road/Route 1)

This lease agreement ("Agreement") is entered into this 15 day of August, 2019, between the Township of South Brunswick, a municipal corporation of New Jersey, located at the Municipal Complex, 540 Ridge Road, Monmouth Junction, NJ 08852 ("Lessor") and New Cingular Wireless PCS, LLC, d/b/a AT&T, located at One AT&T Way, Bedminster, NJ 07921 ("Lessee").

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

1. Premises. Lessor is the owner of the following parcel:  
Lot 8.04 in Block 85, located at 3960 Route 1, South Brunswick Township, on which is located a water storage facility and 2 radio towers ("Land"). Lessor hereby leases the following portion of said property to Lessee:
  - a) A 13'- 6" x 40' - 1' portion of ground space located next to the existing water tank on the property for the location of an equipment enclosure; and
  - b) Space for a 12 panel style antenna on the existing monopole at an elevation of 163 feet. The ground space and monopole space are collectively referred to as the Premises, as depicted in Exhibit A.
2. Use. The Premises may be used by Lessee only in connection with the provision of communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies, and for the construction, maintenance, upgrade and operation of necessary facilities. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making necessary engineering surveys and inspections and soil test borings and other reasonably necessary tests ("Tests"), if needed, and for the purpose of constructing the Lessee's Facilities (as defined in Paragraph 6(a) below) and installing the Site Equipment (as defined in Paragraph 9(a) below) (collectively "Construction"). During any Tests or Construction, Lessee will provide Lessor with a certificate of insurance including Lessor as an additional insured and evidencing liability insurance in the amounts set forth in Paragraph 14 of this Agreement. In conducting any Tests or Construction, Lessee will coordinate the scheduling of same with Lessor as well as cooperate with Lessor so as to minimize any interference with the business operations currently conducted by Lessor on the Land. No Construction shall occur unless the proposed Facilities and Site Equipment are first reviewed and approved by Lessor. A structural analysis of the monopole shall be provided to Lessor prior to Construction in order to ensure that the monopole is able to safely accommodate the proposed Construction. Any unused cables located at the top of the monopole must be removed from outside or inside the monopole before additional lines can be

added.

4. Term. The term of this Agreement shall be five (5) years commencing on January 31, 2020 ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term"), which shall automatically be extended for three (3) successive five (5) year periods (the "Renewal Terms"), unless otherwise terminated as provided for in this Agreement.

5. Rent.

(a) Within 15 days after the Commencement Date and on the first day of each month thereafter, Lessee shall pay to the Lessor as rent Three Thousand Four Hundred Forty-Three Dollars and Fifteen Cents (\$3,443.15) per month ("Rent"). If the Commencement Date is a date other than the first of the month, the Rent for the first calendar month shall be prorated on the basis of the number of actual days in such partial month. Rent shall be payable to Lessor at Township of South Brunswick, 540 Ridge Road, P.O. Box 190, Monmouth Junction, NJ 08852, Attention: Township Treasurer.

(b) For every year that this Lease remains in effect, Lessee shall pay the then current Rent, which shall be automatically increased annually by two percent (2%) over the prior year's Rent. The increased amount shall thereafter become the Rent, which amount shall be used to calculate the next annual two percent (2%) increase.

(c) If this Agreement is terminated prior to its expiration, Rent shall be prorated as of the date of termination.

6. Improvements; Liability; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises communications facilities including utility lines, an air conditioned equipment shelter, radio transmitting and receiving antennas and supporting structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter as per approved site plan, the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall constitute personal property and are not fixtures. Lessee has the right to remove the Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Term or any Renewal Term. At the end of the Agreement, Lessee shall remove all facilities which it placed or allowed to be placed on the site and Lessee shall restore the Premises to its current condition, reasonable wear and tear excepted.

(b) Whenever Lessee desires to undertake any construction, repairs or maintenance work upon or about the antenna location it shall:

(1) Provide a work schedule to the South Brunswick Township Information Manager at least seven (7) days in advance, listing the dates that the work will be done on the property. However, in an emergency, Lessee may notify Lessor by calling the South Brunswick Police Department for immediate access to

perform repairs;

- (2) Take all reasonable corrective actions at the conclusion of the work day to prevent the work area from becoming an attractive nuisance which could invite entry by members of the public into the work area;
- (3) Restore the entire area disturbed by the work at least to the condition in which it had existed prior to the work; and
- (4) Comply with all ordinances, regulations and statutes governing the work and obtain all necessary permits therefor, and post performance and/or maintenance bonds if required by the Lessor or any other governmental entity or agency having an interest in the work.

(c) Lessee shall have the right to draw electricity from the electric supply on the land, if available. If Lessee submeters its power from Lessor's electric supply, Lessee shall reimburse Lessor for the actual electricity it consumes at the rate paid by Lessor to the utility provider. There shall be no adjustment to the Rent due to Lessor in the event there is an interruption of electric service. Lessee shall have the right, at its option and expense, to obtain electrical service from any utility provider that provides electric service to the Premises, including the installation of a separate meter and main breaker. Lessee has the right to improve the present utilities on the Premises and to install new utilities. Lessee also has the right to bring utilities to the Land in order to service the Premises as per the plan to be approved by the Township. The location of the utility lines shall be as required by Lessee and the applicable utility provider. At Lessee's reasonable request, Lessor shall execute necessary documents evidencing such utility easement rights, including a utility easement in favor of Lessee or the applicable utility provider. Lessee shall pay for the utilities it consumes in its operations.

(d) Lessee will be responsible for maintaining and monitoring the existing FCC/FAA lighting for the Monopole. The Lessee will be required to repair or replace any light or lighting unit if it malfunctions. Any light or light unit replaced or repaired must meet FCC and FAA standards.

(e) Lessor shall provide to Lessee, Lessee's employees, agents and subcontractors access over the Land to the Premises twenty-four (24) hours a day, seven days a week, at no additional charge to Lessee. Prior notice must be given to South Brunswick Police Dispatch before entering the property except in cases of emergency, in which event the Police shall be notified in a reasonable period of time.

7. Inspections. Lessee agrees, during construction, to bear the reasonable cost and expense incurred by Lessor for inspection of the operation conducted hereunder and the Lessor shall have the right, in its sole discretion, to designate such inspectors and engineers or specialized engineering firm deemed necessary for the protection of its property rights and the rights of the public. Said inspectors, engineers, or specialized engineering firm so retained shall not be considered agents, servants or employees of either Lessee or the Lessor and their duties shall be limited to the inspection of the operation and the submission to the Lessor of reports concerning

the status of the work.

8. Interference.

- (a) Lessee shall not operate the Lessee Facilities in a manner that will cause interference to Lessor and other lessees of the land whose installation predates the Lessee Facilities. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.
- (b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment at the Premises if such equipment is likely to cause interference with the operations of Lessee's Facilities. Such interference shall be deemed a material breach of this Agreement by Lessor, and Lessee shall have the right to bring a court action against the interfering party of terminate this Agreement.

9. Equipment.

(a) Lessee shall provide all transmitters and receivers and all related electronic equipment, cables and associated equipment ("Site Equipment") required for the installation and operation of Lessee's system. The Site Equipment is and shall remain the sole property of the Lessee and may be removed from the Premises at any time by the Lessee. Lessee shall remove all Site Equipment from the Premises at Lessee's expense upon the termination of this Agreement.

(b) Lessee shall provide all of the equipment and labor necessary for the installation of Lessee's system including the antennas, associated feed lines, isolation equipment and electrical terminals. The equipment provided by Lessee shall remain the sole personal property of Lessee and shall not be deemed fixtures.

(c) Lessee shall, at its sole cost and expense, maintain and repair its Site Equipment.

(d) Title to the Site Equipment placed on the Premises by Lessee shall be held by Lessee. All of the Site Equipment shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all the Site Equipment at its sole expense on or before the expiration or termination of this Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Site Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien ; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. No financing arrangements permitted by this section shall in any way act or serve as a lien or encumbrance on

the Premises, Land or any other real or personal property not owned by Lessee.

10. Indemnification.

(a) Lessee hereby agrees to defend, indemnify and save harmless Lessor, its officials, servants and employees, and each and every one of them from and against all suits, costs, claims, expenses, and judgments of every kind and description against Lessor by agents, servants, employees and contractors of Lessee and from and against all damages and expenses to which the Lessor or any of its officials, servants and employees may be subject to the extent caused by the construction, reconstruction, maintenance, repair, alteration or operations of the Lessee Facilities, except to the extent that such damage or expense is caused by the negligence or willful misconduct of Lessor or any of its officials, servants, employees, agents or contractors.

(b) Lessor agrees to defend, indemnify and save harmless Lessee, its officers, employees, contractors and subcontractors from and against any claims, suits, losses, damages, liabilities and expenses arising out of or in connection with Lessor's negligent acts or omissions or willful misconduct.

11. Restoration; Removal of Antenna System. Lessee agrees that it shall, at its sole cost and expense, restore all of Lessor's real or personal property which is in any way disturbed by the construction and installation herein authorized or by any future maintenance of the installation to at least the condition it was in prior to entry by the Lessee, reasonable wear and tear excepted. If the restoration has not been completed within ninety (90) days of completion of the construction or maintenance, the Lessor may give notice to the Lessee and thirty (30) days thereafter may perform the restoration with its own or a contracted work force at Lessee's sole cost and expense. Within ninety (90) days of termination of this Agreement, or any renewal thereof, subject to any force majeure event, Lessee shall remove the Lessee Facilities and Site Equipment from the Premises. If Lessee fails to remove the Lessee Facilities or Site Equipment, the Lessor may effect such removal, with its own or a contracted work force at Lessee's sole cost and expense.

12. Termination.

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is twenty (20) days from receipt of notice; or (ii) by Lessee for any reason or for no reason provided Lessee delivers written notice of early termination to Lessor prior to the Commencement Date of this Agreement; or (iii) by Lessee if it does not obtain or maintain any license, permit or approval necessary to the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal interference.

13. Termination in the Event of Casualty or Condemnation.

(a) In the event of any damage, destruction or condemnation of the Premises or any part thereof, which renders the Premises unusable or inoperable, Lessee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations herein by giving written notice to Lessor within thirty (30) days after such damage, destruction or condemnation, if by virtue of such casualty or condemnation the Premises are no longer adequate for Lessee to continue its operations or any repairs to the Premises have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage. Rent shall abate as of the date of the damage, destruction or condemnation.

(b) If Lessee does not terminate this Agreement: (1) the Rent payable herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises; and (2) within sixty days from the date of such damage or destruction, Lessor shall make any necessary repairs to the Premises caused by any such damage or destruction.

(c) In the event of condemnation, unless Lessee is allowed by the condemning authority to continue its operations on the Premises, this Agreement shall terminate as of the date title to the land vests in the condemning authority or Lessee is required to cease its operations, whichever is earlier. Lessee shall be entitled to share in the proceeds of any condemnation to the extent that the proceeds include the value of any of Lessee's improvements which are transferred to the condemning authority, moving expenses, prepaid rent and business dislocation expenses.

#### 14. Insurance.

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on Lessee's Site Equipment, commercial general liability insurance, including coverage for bodily injury and property damage with a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees, and agents caused, in whole or in part, by Lessee's use of the Premises, all as provided for herein. Lessor shall be included as an additional insured on Lessee's policy as respects this Agreement. Lessor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and (iii) not exceed Lessee's indemnification obligation under this Agreement, if any. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph.

(b) All commercial general liability insurance required under this Agreement shall:

(1) Be issued as a primary policy; and

(2) Lessee will provide at least thirty (30) days written notice to Lessor of cancellation or nonrenewal of any required coverage that is not replaced. Each

certificate of insurance shall be provided to Lessor within thirty (30) days of the Commencement Date.

Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

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

15. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or the Premises or to the Lessee Facilities or Site Equipment thereon caused by, or resulting from, risks insured against under any required insurance policies carried by the parties and in force at the time of such damage. Lessor and Lessee shall cause each required insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for damage caused by fire or any of the risks insured against under the insurance policy required by paragraph 14.

16. Use of Premises. Lessee shall maintain the Premises and operate its facilities thereon in such a manner as will best enable it to fulfill its service requirements, and in accordance with the specifications herein mentioned. Lessor reserves the right to support antenna systems for its emergency and government communications systems, including the utilization of sufficient space in the Land for an equipment building. Except for emergencies, Lessor shall provide Lessee with at least 48 hours' prior notice, via telephone, mail, fax or e-mail, of any maintenance or other work to be performed by Lessor within ten (10') feet of Lessee's antennas in order to allow Lessee to power down its antennas, if necessary. Lessee shall provide Lessor with a telephone number(s) where Lessee's representative can be reached 24 hours per day, 7 days per week. Lessee shall have a non-exclusive right of access to and from the site 7 days a week, 24 hours a day, on foot or motor vehicle, including small trucks and vans. Lessee has the right to survey the property, which survey shall be attached as a lease exhibit. Cost for such work shall be borne by the Lessee.

17. Assignment. The Agreement shall not be sold, transferred or assigned by Lessee without prior approval of Lessor, except to Lessee's principals, affiliates, subsidiaries or to any entity which acquires all or substantially all of the Lessee's assets in the wireless communications market 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 consent will not be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent, but upon thirty (30) days written notice to Lessor, its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof, provided Lessee remains primarily liable

under the terms and conditions of the Agreement. In every Assignment of Lessee's interests in this Agreement, Lessee shall notify Lessor of the name and address of the assignee within ten (10) days of the effective date of the Assignment.

18. Warranty of Title.

(a) Lessor warrants that: (i) Lessor owns the land in fee simple or has an easement thereon and has rights of access thereto; (ii) Lessor has full right to make this Agreement.

(b) Lessor warrants that the making of this Agreement and the performance thereof will not violate any laws, ordinances, restrictive covenants, or the provision of any mortgage, lease, or other agreements under which Lessor is bound and which restricts the Lessor in any way with respect to the use or disposition of the Land.

19. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or negligence of Lessee, its agent, servants or employees as specified herein.

20. Environmental Conditions. Lessor states that to the best of its knowledge the Land has not been used for the generation, storage, treatment or disposal of hazardous substances or hazardous wastes. In addition, Lessor states that to the best of its knowledge no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") are located on or about the Land. For purposes of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA), any regulations as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

21. Miscellaneous.

(a) This Agreement, the Notice of Public Auction and Specific Instructions attached hereto as Exhibit B, constitute the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be made in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

(e) Any notice or demand required to be given herein (except for the notice required under paragraph 16 and paragraph 6 in emergencies) shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Township of South Brunswick  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction NJ 08852  
Attention: Township Manager

With a Copy to: Township of South Brunswick  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction NJ 08852  
Attention: Information Technology Manager

Lessee: New Cingular Wireless PCS, LLC  
Attention: Network Real Estate Administration  
1025 Lenox Park Blvd, NE  
3<sup>rd</sup> floor  
Atlanta, Georgia 30319

New Cingular Wireless PCS, LLC  
Attention: AT&T Legal Department  
208 S. Akard Street  
Dallas, Texas 75202

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(f) This Agreement shall be construed in accordance with the laws of the State of New Jersey, and the laws of the State of New Jersey will apply to any dispute concerning or arising out of it. The Superior Court of New Jersey with venue in Middlesex County shall be the forum for resolving any dispute concerning or arising out of this Agreement.

(g) Except as specifically provided herein, all rentals paid to the termination date shall be retained by the Lessor.

(h) Lessor acknowledges that a Memorandum of Agreement may be recorded by Lessee in the Official Records of the County where the Land is located. A copy of any proposed Memorandum of Agreement shall be provided by Lessee to Lessor at least seven (7) days prior to any recording thereof.

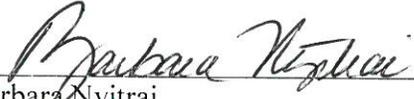
22. Quiet Enjoyment. Lessor covenants that Lessee, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises.

22. Mortgage Subordination. At Lessor's option, this Agreement shall be subordinate to any mortgage by Lessor provided, however, that every such mortgage shall recognize the validity of this Agreement in the event of foreclosure of Lessor's interest and Lessee's right to remain in occupancy of and have access to the Land as long as Lessee is not in default of this Agreement. At Lessee's request, Lessor will furnish to Lessee a non-disturbance agreement for each such mortgage encumbering the Land. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

ATTEST:

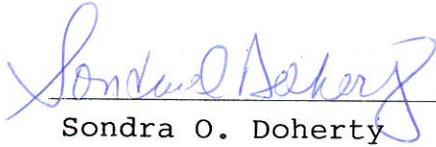
LESSOR: Township of South Brunswick

  
\_\_\_\_\_  
Barbara Nyitrai  
Township Clerk

By:   
\_\_\_\_\_  
Charles Carley, Mayor

ATTEST/WITNESS:

LESSEE: New Cingular Wireless PCS, LLC  
d/b/a AT&T

  
\_\_\_\_\_  
Sondra O. Doherty

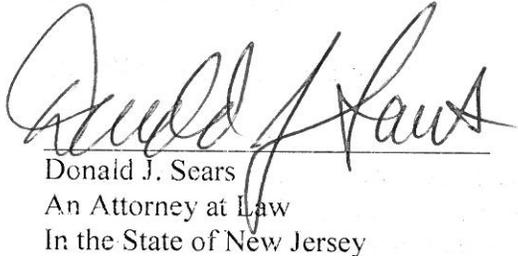
By:   
\_\_\_\_\_  
Gregg E. Bailey  
Area Manager RAN Construction

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on July 29, 2019, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Charles Carley, who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On July 29, 2019

  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

  
Barbara Nyitrai, Township Clerk



EXHIBIT A

(Approved site plan)

Please see attached.



NEW CIRCULAR WHEELS PCS, LLC  
200 W. STATE ST.  
BRUNSWICK, NJ 07921

10450 CRAWFORD DRIVE  
OVERLAND PARK, MO 66210  
(816) 451-2000

10000 W. STATE ST.  
SUITE 200  
BRUNSWICK, NJ 07921  
TEL: 908.246.1100  
FAX: 908.246.1101  
WWW.MASER.COM

PROJECT NO:	1080003A
DRAWN BY:	JRF
CHECKED BY:	JRC

REV	DATE	DESCRIPTION
1	04/15/14	ISSUED FOR PERMITS/CONSTRUCTION
2	07/23/14	ISSUED FOR NEW WORK

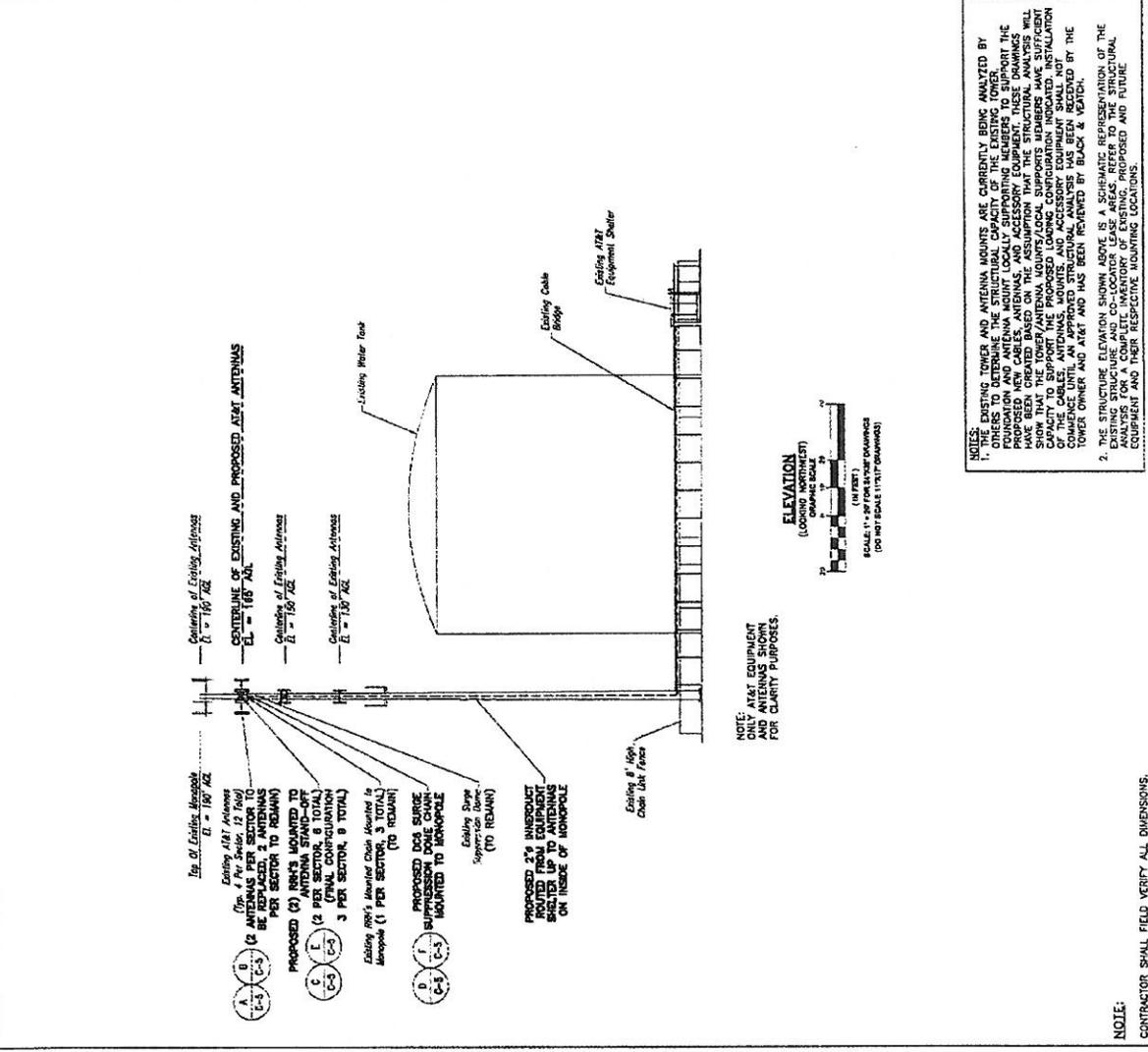


THIS DRAWING IS A PRELIMINARY DESIGN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

KENDALL PARK  
NAT. SITE # 0204331  
SOUTH BRUNSWICK, NJ 08901  
MIDDLESEX COUNTY  
FA # 10010531  
LIE AC

SHEET TITLE  
**ELEVATION AND GENERAL NOTES**

SHEET NUMBER  
**C-2**



**GENERAL NOTES**

- ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUNDED KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS LEVEL.
  - GROUNDED AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDED REQUIRED.
  - GROUNDED AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
  - GROUNDED AT THE POINT OF ENTRY TO THE EQUIPMENT SHELTER.
  - GROUNDED INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
- ALL PROPOSED GROUNDED BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING BAR. TERMINATIONS MAY BE DIELECTRIC OR COMPRESSION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONNECTION IS THE CORRECT MAKE AND MODEL, PRIOR TO INSTALLATION.
- ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
- CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
- A COMPLETE BOUNDARY SURVEY OF THE HOST PARCEL HAS NOT BEEN PERFORMED BY MASER CONSULTING P.A. THE PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- SITE INFORMATION WAS OBTAINED FROM THE FOLLOWING:
  - EXISTING PLANS ENTITLED "KENDALL PARK", PREPARED BY FRENCH & PARELLO CONSULTING ENGINEERS, LAST REVISED 01/22/11. CONTRACTOR TO FIELD VERIFY DIMENSIONS AS NECESSARY BEFORE CONSTRUCTION.
  - AS-BUILT INFORMATION PREPARED BY ANDREW BURDICK, DATED 02/21/12. RELIANT ON CONSTRUCTION DRAWINGS REFERENCED IN GENERAL NOTE 7.A.
  - NO LANDSCAPING WORK IS PROPOSED IN CONJUNCTION WITH THE DEVELOPMENT OTHER THAN THAT WHICH IS SHOWN.
  - UTILITIES SHOWN ON PLANS ARE TAKEN FROM OWNERS RECORDS, EXISTING DOCUMENTS, AND FIELD LOCATIONS OF VISIBLE SURFACE FEATURES. THE EXISTENCE, EXTENT, AND EXACT LOCATION OF UTILITIES HAS NOT BEEN VERIFIED. CONTRACTOR SHALL CONTACT THE UTILITY SYSTEM AT 1-800-272-1000 AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.
  - ALL OBSCURE OR UNUSED FACILITIES SHALL BE REMOVED WITHIN 12 MONTHS OF CESSATION OF OPERATIONS.
  - ANTENNA CONTRACTOR TO REMOVE EXISTING ANTENNAS AND INSTALL RE-ALIGNED ANTENNAS ON EXISTING ANTENNA MOUNTS AND PROPOSED EQUIPMENT AS DEPICTED IN THE ATTACHED PLANS, INCLUDING ALL NECESSARY HARDWARE.
  - THESE CONSTRUCTION DRAWINGS ARE BASED UPON THE INSTALLATION OF THE PREVIOUS CONSTRUCTION DRAWINGS REFERENCED IN GENERAL NOTE 7.A. AS-BUILT INFORMATION REFERENCED IN GENERAL NOTE 7.B. PERFS UPDATED 10/30/15 AND SCOPE OF WORK PROVIDED BY GRAY ON 06/18/16. THE ELEVATIONS SHOWN ON THESE PLANS ARE PER THE INFORMATION ON THE PROVIDED PERFS. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO ANY INSTALLATION IF CONSTRUCTION CONDITIONS DO NOT MATCH WHAT IS DEPICTED ON THESE CONSTRUCTION DRAWINGS.

**NOTE:**  
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

**NOTES:**

- THE EXISTING TOWER AND ANTENNA MOUNTS ARE CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE THE STRUCTURAL CAPACITY OF THE EXISTING TOWER. PROPOSED NEW CABLES, ANTENNAS, AND ACCESSORY EQUIPMENT, THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE EXISTING TOWER AND ANTENNA MOUNTS ARE CAPABLE OF SUPPORTING THE PROPOSED ANTENNA MOUNTS, CABLES, AND ACCESSORY EQUIPMENT. INSTALLATION OF THE CABLES, ANTENNAS, MOUNTS, AND ACCESSORY EQUIPMENT SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS IS RECEIVED BY THE TOWER OWNER AND AIRT AND HAS BEEN REVIEWED BY BLACK & VEATCH.
- THE STRUCTURE ELEVATION SHOWN ABOVE IS A SCHEMATIC REPRESENTATION OF THE STRUCTURE. ANALYSIS FOR A COMPLETE INVENTORY OF EXISTING, PROPOSED AND FUTURE EQUIPMENT AND THEIR RESPECTIVE MOUNTING LOCATIONS.

EXHIBIT B

**NOTICE OF INVITATION TO BID**

The Township of South Brunswick will be accepting sealed bids for the lease of space on its monopole, with accompanying ground space for an equipment enclosure, located at 3960 Route 1, Monmouth Junction (South Brunswick Township), New Jersey, 08852, also known as Lot 8.04 in Block 85 on the tax maps of the Township of South Brunswick. This auction has been authorized by Resolution 2019-203.

All bids must be received no later than **Thursday, June 20, 2019 at 2:00 p.m.** Bids shall be opened at that time in the South Brunswick Municipal Building, 540 Ridge Road (Route 522), Monmouth Junction, New Jersey.

The minimum bid price shall be \$3,000.00 per month. Before any construction or site work is started, a site plan must be submitted to the Information Technology Manager for review and approval. The Township of South Brunswick already leases space at this location. Any equipment installed as a result of this lease shall not cause any interference with the existing operation on the site.

The successful bidder will be required to maintain liability insurance naming the Township of South Brunswick as an additional insured in an amount not less than a combined single limit of \$1,000,000.00 for injury or damage to one or more persons or property.

The successful bidder shall be subject to such other terms and conditions as are contained in a Telecommunications Lease Agreement, a copy of which may be obtained from the Township's website at [www.sbtnj.net](http://www.sbtnj.net) or in the Township Clerk's office. Interested parties may make arrangements to inspect the site during the week prior to the submission deadline by contacting the Information Technology Manager at 732-329-4000, Ext.7315.

Robert J. Mitchell  
Purchasing Agent

To be advertised:      Tuesday, June 4, 2019  
                                 Tuesday, June 11, 2019  
                                 Home News Tribune  
  
                                 Friday, June 7, 2019  
                                 The Sentinel of North and South Brunswick

To be posted:            Beginning Thursday, May 30, 2019  
                                 Ending Thursday, June 20, 2019  
                                 [www.sbtnj.net](http://www.sbtnj.net)