

TELECOMMUNICATIONS USE LEASE AGREEMENT
(Friendship Road)

This lease agreement ("Agreement") is entered into this 5 day of April, 2009 between the Township of South Brunswick, a municipal corporation of New Jersey, located at Municipal Complex, Monmouth Junction, NJ 08852 ("Lessor") and New York SMSA Limited Partnership d/b/a/ Verizon Wireless, located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (telephone number 866-862-4404) ("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. **Land.** Lessor is owner of the following parcel:
Lot 18.04 in Block 37, located at 136 Friendship Road, Monmouth Junction, South Brunswick Township, ("Land"). Lessor hereby leases the following portion of said Land to Lessee:

Portion of the Land as shown on ("Exhibit A"), for the construction and operation of a communication facility including the installation of a monopole, Lessee's equipment, utility services from the Lessee's equipment to the nearest public right-of-way together with the non-exclusive right of ingress and egress seven (7) days a week, twenty four (24) hours a day extending from Lessee's equipment to the nearest public right-of-way, collectively referred to herein as ("Premises").

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 and operation of necessary facilities, including but not limited to, monopole, antennas and base station equipment. 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 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, environmental investigations, structural analysis, and title report, which will permit Lessee use of the Premises as set forth herein. 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) and 6(b) below) and installing the Site Equipment (as defined in Paragraph 9(a) below) (collectively "Construction"). Lessee shall have the right to perform the following due diligence investigations: i.) Title Search. This shall specifically include but not be limited to confirmation by the Lessee that the premises are not encumbered by the Covenant Imposing Deed Restriction recorded in Deed Book 05635, Page 579, and further that the Premises are located within the specified one-acre of property not subject to any restricted use; ii.) Phase One and Phase Two Environmental Inspections; iii.) Soil Boring Tests; iv.) Historic Screening as required by the National Environmental Protection Act Checklist; and v.) Regulatory filing with the Federal Aviation Administration (FAA), if applicable.

During any Tests and Construction, Lessee will provide Lessor with a certificate of insurance, such certificate shall name 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 the Lessor on the Land. No Construction shall occur unless the proposed Lessee Facilities and Site Equipment are first reviewed and approved by Lessor. A structural design of the Monopole (as defined in Paragraph 6 (a) below), certifying a design in conformance with applicable structural code compliance, shall be provided to Lessor prior to Construction in order to ensure that the Monopole is able to safely accommodate the proposed Construction.

4. **Term.** 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 ("Initial Term") and

shall commence on the Commencement Date (as hereinafter defined). The Agreement shall commence based upon the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which Lessee is granted a building permit or the date of execution of the Agreement, 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"). This Agreement shall automatically be extended for three (3) additional five (5) year terms ("Renewal Terms"). Either party may terminate this Agreement following the fifteenth (15th) anniversary of the Commencement Date by giving the other party at least two (2) years prior written notice of the intent to terminate.

5. **Rent.**

(a) Beginning with the second (2nd) year of the Initial Term following the Commencement Date and on the first day of each month thereafter, Lessee shall pay to the Lessor rent on a monthly basis ("Rent") as more particularly set forth on Schedule A annexed hereto. Rent shall be payable to Lessor at Township of South Brunswick, P.O. Box 190, Monmouth Junction, NJ 08852. Attention: Tax Collector. 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) For any Renewal Term, Lessee shall pay the current Rent, increased by five percent (5%) or any percentage increase which occurred in the Consumer Price Index ("CPI") for the New York – Northeastern New Jersey Metropolitan Statistical Area in accordance with the formula below during the preceding five (5) year term, whichever is higher.

The annual rental for the first (1st) five (5) year Renewal Term and each extension thereafter, shall be adjusted by a formula as follows:

$$\text{Renewal Rent} = (\text{Basic Rent}) + ((\text{IR} - \text{IL}) / \text{IL} \times \text{Basic Rent})$$

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the Renewal Term commences.

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 Urban Wage Earners and Clerical Workers for All Items (CPI W) U.S. City 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 Renewal Rent for the Renewal Term 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 any nationally recognized publisher of 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 may, at LESSOR's option, 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.

(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) Upon completion of Lessee's installation of the monopole ("Monopole"), Lessor shall inspect the Monopole as described in section 7 below. If the inspection determines that the installation of the Monopole is satisfactory to the Lessor, in accordance with Lessee's Construction drawings as approved by Lessor previously described in Paragraph 3 herein, and

upon issuance of a full ("Certificate of Approval") from the Township of South Brunswick, the Monopole shall be deemed to be accepted and shall become the exclusive property of Lessor, pursuant to a bill of sale conveying title of the monopole from Lessee to Lessor in the amount of One and 00/100 Dollar (\$1.00). If the inspection determines that the installation of the Monopole is not satisfactory to the Lessor, in accordance with Lessee's Construction drawings as approved by Lessor previously described in Paragraph 3 herein, Lessee shall make such changes as are required by Lessor so as to make the installation satisfactory to the Lessor and allow the issuance of a full Certificate of Approval from the Township of South Brunswick. The Lessor reserves the right to use the Monopole for its emergency and governmental communications systems, including the utilization of sufficient space on the Land for an equipment building so long as such use does not interfere with Lessee's use of the Monopole and Premises. Lessor may lease space on the Monopole and/or Land to other lessees provided such additional use by Lessor and Lessor's lessees does not interfere with Lessee's use of the Monopole or Premises. It is expressly agreed that the Monopole and all items provided therewith for use of the Monopole will be the property of the Lessor upon acceptance of the same. It is expressly agreed by the parties that LESSEE has no responsibility or obligation to the Lessor for any warranty, maintenance, repair or other costs associated with the Monopole after the date of acceptance by the Lessor.

(b) Lessee has the right to erect, maintain and operate on the Premises communications facilities including utility lines, and an air conditioned equipment shelter, and the installation of radio transmitting and receiving antennas and supporting structures thereto on the Monopole ("Lessee Facilities"), as more particularly described on Exhibit A, attached hereto and made a part hereof. In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not expand beyond the limits of Lessee's leased Premises or increase structural loading of the Monopole. 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's Facilities shall be held by Lessee. All of Lessee's facilities and Site Equipment shall constitute Lessee's property and are not fixtures. Lessee has the right to remove Lessee's Facilities and Site Equipment 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, with the exception of the Monopole and Lessee shall restore the Premises to its previous condition reasonable wear and tear excepted.

(c) Whenever Lessee desires to undertake construction, repairs or special maintenance work upon or about the Premises it shall:

- (1) Provide a work schedule to Lessor's Information Manager seven (7) days in advance, in accordance with section 19 e. herein, listing the anticipated dates that work will be done on the Land, except in the event of an emergency, in which case Lessee shall provide as much advance notice as possible to Lessor prior to accessing the Premises;
- (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 construction; and
- (4) Comply with all ordinances, regulations and statutes governing the work, 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 jurisdiction over the installation and maintenance of Lessee's Facilities and Site Equipment.

(d) 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 company within thirty (30) days following receipt of an invoice from Lessor. Lessee shall have the right, at its option and expense, to obtain electrical service from any utility company 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 (including standby power generator for Lessee's exclusive use at the location on the Premises acceptable to both parties, as shown on Exhibit "A"). Lessee also has the right to bring utilities access to the Land in order to service the Premises as per the construction drawings to be approved by the Lessor. The location of the utility lines shall be as required by Lessee and the applicable utility company. 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 company. Lessee shall pay for the electricity it consumes in its operation.

(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 Lessee enters the Premises by calling (732) 329-4646, or such other number as the Lessor directors, 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 the Lessor, at the rate of \$12/\$1,000 of value of work, not to exceed Five Thousand Dollars (\$5,000.00) within thirty (30) days following receipt of an invoice from Lessor, for inspection of the construction 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 that are not direct employees of the Lessor shall not be considered agents, servants or employees of either the 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 or Site Equipment in a manner that will cause interference to Lessor and other lessees of the Land whose installation predates the Lessee Facilities or Site Equipment. 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 or Site Equipment, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or Monopole if such equipment is likely to cause interference with the Lessee's operations. Such interference shall be deemed a material breach by Lessor.

9. **Equipment.**

(a) Lessee shall provide all transmitters and receivers and all related electronic equipment ("Site Equipment") required by 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 Lessee's Site Equipment from the Premises at the 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 but not limited to, the Site Equipment, 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) The Lessor shall, at its sole cost and expense, maintain and repair the Monopole and any other common facilities at the Land upon and after the date of acceptance

10. **Indemnification.** 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 including claims, suits, costs, expenses and judgments of 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 Monopole and/or Antenna System for which this Agreement is granted, except to the extent such claim, suit, cost, expense, or judgment is caused by negligence or willful misconduct of Lessor or any of its officials, servants, employees, agents or contractors.

Lessor hereby agrees to defend, indemnify and save harmless Lessee, 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 including claims, suits, costs, expenses and judgments of agents, servants, employees and contractors of Lessor and from and against all damages and expenses to which the Lessee or any of its officials, servants and employees may be subject to the extent caused by Lessor's use of the Land and Monopole except to the extent such claim, suit, cost, or judgment is caused by negligence or willful misconduct of Lessee or any of its officials, servants, employees, agents or contractors.

11. **Restoration: Removal of Antenna System.** Lessee agrees that it shall, at its sole cost and expense, restore all of Lessor's Land of whatever the nature which is in any way disturbed by the construction and installation of, the Monopole, any activity herein authorized or by any future maintenance or 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 the completion of the construction or maintenance, the Lessor may give written notice to the Lessee and thirty (30) days thereafter may perform the restoration with its own or contracted work force at Lessee's sole cost and expense.

Within ninety (90) days of expiration or termination of this Agreement, or any renewal thereof, subject to any force majeure event, Lessee shall remove Lessee Facilities and Site Equipment and any appurtenances thereof, from the demised Premises. The Monopole shall remain and shall not be removed. If Lessee fails to remove Lessee Facilities and Site Equipment and any other appurtenances thereof, the Lessor may effect such removal, with its own or contracted work force, at the 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 periods for any monetary default is fifteen (15) 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 no later than thirty (30) days 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 and Site Equipment as defined in section 2 herein; 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 is not appropriate for its operations for economic 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 or the Monopole 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.

(b) If Lessee does not terminate this Agreement: (1) the Rent payable herein shall not be reduced or abated despite any reduction or abatement of use of the Premises or the Monopole; and (2) within sixty days from date of such damage or destruction, Lessor shall make any necessary repairs to the Monopole caused by any such damage or destruction, provided it has been accepted by the Lessor pursuant to paragraph 6.

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

14. **Insurance.**

A. Lessor's Insurance Requirements

Lessor is a member of the Garden State Municipal Joint Insurance Fund (GSMJIF). Within thirty (30) days of the full execution of this Agreement, Lessor shall provide proof of such membership to Lessee.

B. Lessee's Insurance Requirements

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on Lessee's Site Equipment, Comprehensive General Liability insurance for bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) 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. Lessor shall be named as an additional insured on Lessee's insurance certificate. Lessee shall provide to Lessor a certificate of insurance evidencing the Commercial General Liability coverage required by the paragraph.

(b) All insurance required under this Agreement shall require thirty (30) days written notice from the insurance company or broker to both parties before cancellation of any policy. Each certificate of the policy shall be deposited with Lessor within thirty (30) days of the expiration of the term of the policy, without lapse in coverage.

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, the Monopole, or to Lessee's Site Equipment thereon caused by, or resulting from, risks insured against under any insurance policies carried by the parties and in force at the time of such damage. Lessor and Lessee shall cause each insurance program or 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 insurance policy required in paragraph 14.

16. **Premises Security.** A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premise as shown in Exhibit A by the Lessee. All improvements to install the fence shall be performed by the Lessee at its sole cost and expense. Lessee shall maintain the Premises and the fence in good condition, reasonable wear and tear excepted.

17. **Assignment.** The Agreement shall not be sold or assigned by the 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 where the Land is located, as defined by the FCC, 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 shall not be unreasonably withheld or delayed.

18. **Repairs.**

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

19. **Miscellaneous.**

(a) This Agreement, the Notice of Public Auction and Specific Instructions constitutes 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 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 Manager

Lessee: New York SMSA, Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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 governed by the laws of the State of New Jersey. The parties choose the Superior Court of New Jersey with venue in Middlesex County as their forum for resolving any dispute concerning or arising out of this Agreement.

(g) All rental amounts paid to the expiration or termination date shall be retained by the Lessor.

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

21. **Environmental.**

Lessor shall be responsible for all obligations of compliance with any and all applicable 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 Land, unless such conditions or concerns are caused by the specific activities of Lessee on the Premises.

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 (including 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) A failure to comply with any environmental or industrial hygiene law, including without limitation, any regulations, guidelines, standards, or policies of any governmental agency or authority 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.

Lessee will be responsible for all obligations of compliance with any and all applicable 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 Premises, unless such conditions or concerns are caused by the specific activities of Lessor on the Premises.

Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (including 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) 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 Lessor; and

(b) Any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by Lessor.

22. Memorandum of Lease

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.

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

ATTEST:

Barbara Myster

Date: 7/29/2009

ATTEST/WITNESS:

Ahame Gamba

Date:

4.5.10

LESSOR: Township of South Brunswick

By: *Frank Gambatese*

Title: *Frank Gambatese, Mayor*

LESSEE: New York SMSA, Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By:

[Signature]
David R. Heverling
Area Vice President Network

4 5 10

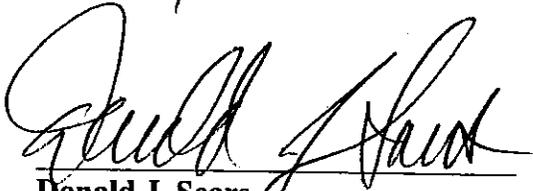
STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on July 29, 2009, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

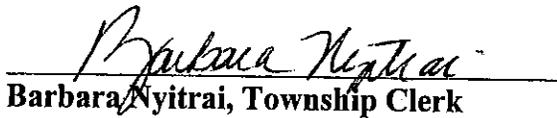
- (a) she is the Township Clerk of the Township of South Brunswick, that municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered 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, 2009



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



Barbara Nyitrai, Township Clerk

COMMONWEALTH OF MASSACHUSETTS:

SS

COUNTY OF WORCESTER:

On this 5 day of April, 2010, before me appeared David R. Heverling, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief technical Officer of Celco Partnership, d/b/a Verizon Wireless, to execute the foregoing instrument and that said instrument was signed on behalf of said partnership and said David R. Heverling acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

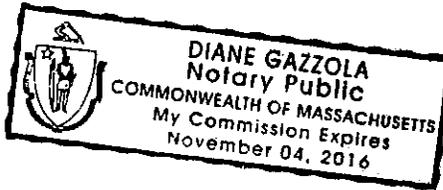
Notary Public

My commissions expires:

Diane Gazzola

Signed and sworn to before me

On 4.5, 2010



Diane Gazzola

Diane Gazzola

SCHEDULE A

1. Agree to construct Monopole:

Lessor to designate ground space no more than 50' x 50' in size, with height of monopole no greater than 125.00'

2. Bid price per month:

Year 1	\$0.00 dollars per month
Year 2	\$1,000.00 dollars per month
Year 3	\$2,000.00 dollars per month
Year 4 and 5	\$3,000.00 dollars per month
Years 6-10	The amount equal to the greater of: (i) one hundred five percent (105%) of the 5th year's rent or (ii) the Consumer Price Index (CPI)
Years 11-15	The amount equal to the greater of: (i) one hundred five percent (105%) of the 10th year's rent or (ii) the Consumer Price Index (CPI)
Years 16-20	The amount equal to the greater of: (i) one hundred five percent (105%) of the 15th year's rent or (ii) the Consumer Price Index (CPI)

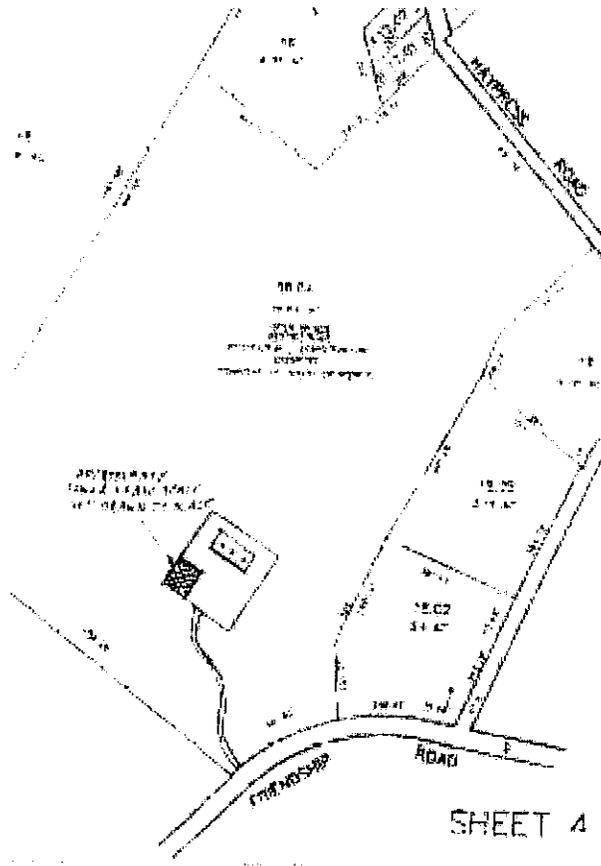
EXHIBIT A

DESCRIPTION OF PREMISES

This description of Premises is applicable to the Telecommunications Use Lease Agreement dated April 5, 2010, by and between, TOWNSHIP OF SOUTH BRUNSWICK as Lessor, and New York SMSA Limited Partnership d/b/a/ Verizon Wireless as Lessee.

The Premises is described and/or depicted as follows:

A portion of property located at 136 Friendship Road, Monmouth Junction (South Brunswick Township), NJ 08852, designated as Lot 18.04 in Block 37 on the tax maps of the Township of South Brunswick, Middlesex County, NJ, as generally indicated in the below drawing (not to scale).





**Exceptions/Clarifications to the Township of South Brunswick
Request for Bid Proposals for Lease of Space on the
Township Communications Tower**

New York SMSA Limited Partnership d/b/a Verizon Wireless ("Bidder") hereby takes exception to the Bid Documents and Specifications issued by the Township of South Brunswick ("Township") and incorporates these Exceptions/Clarifications into its Bid Proposal. If the Bid Exceptions/Clarifications noted herein are accepted, New York SMSA Limited Partnership d/b/a Verizon Wireless can and will accept and execute a Lease Agreement, incorporating the Exceptions/Clarifications herein noted. If the Bid Exceptions/Clarifications are not accepted, the Bid Proposal noted herein is withdrawn, and thereafter, a Lease Agreement will not be executed.

1. Under Notice of Invitation to Bid, in the third paragraph, delete the phrase "structural analysis", and replace the same with the phrase "structural design of the Monopole certifying a design in conformance with applicable structural code provisions".
2. Under Notice of Invitation to Bidders, paragraph 11, page 5, in the portion entitled Americans with Disabilities, at the beginning of the second paragraph, amend the first sentence to read as follows:

"It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of the Bidder's performance under this agreement.
3. All revisions to the sample lease documents as blacklined are hereby incorporated by reference as exceptions.

Although not a part of the Bid Specifications, the following exceptions/clarifications should also apply:

This Bidder shall have the right to perform the following due diligence investigations:

1. Title Search. This shall specifically include but not be limited to confirmation by the Bidder that the premises are not encumbered by the Covenant Imposing Deed Restriction recorded in Deed Book 05635, Page 579, and further that the Premises are located within the specified one-acre of property not subject to any restricted use.
2. Phase One and Phase Two Environmental Inspections
3. Soil Boring Tests
4. Historic Screening as required by the National Environmental Protection Act Checklist
5. Regulatory filing with the Federal Aviation Administration (FAA), if applicable
6. Receipt of all required Governmental approvals

The enclosed Bid Proposal shall be contingent upon this Bidder being **completely** satisfied with the results of said investigations. In the event that this Bidder is not completely satisfied for any reason, **in its sole discretion**, with the results of said investigations, within ninety (90) days following Bidder's receipt of notice of the award of this Bid from the Township of South Brunswick, this Bidder shall have the right to withdraw the enclosed Bid Proposal by giving written notice to the **Township of South Brunswick**. In the event of such withdrawal of this Bid Proposal, neither party shall have any further liability to the other. If written notice of withdrawal is not received by the Township of South Brunswick within the time period permitted, Bidder waives its right to withdraw.

**New York SMSA Limited Partnership
d/b/a Verizon Wireless**

By: _____


David R. Heverling
Area Vice President Network

Date: _____

4 5 10

FIRST AMENDMENT TO TELECOMMUNICATIONS USE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TELECOMMUNICATIONS USE LEASE AGREEMENT ("First Amendment") is made as of the latter date of signatures by both Parties below, between the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey, with its principal offices located at the Municipal Complex, 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter, "Lessor"), and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, a New York limited partnership with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter, "Lessee"). At times, Lessor and Lessee may be referred to individually as a "Party" or collectively as "the Parties".

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Telecommunications Use Lease Agreement ("Agreement") dated April 5, 2010, with respect to the installation of a communications facility at the property ("Property") located at 136 Friendship Road, South Brunswick, Middlesex County, New Jersey. All capitalized terms used herein shall have the meanings set forth in the Agreement, unless expressly set forth herein; and

WHEREAS, Lessor and Lessee have agreed to amend the Agreement to, among other things, allow Lessee to make certain changes to its Site Equipment pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that Lessee is authorized to perform work related to the replacement of certain equipment and install related improvements ("Equipment Work") to the Property as set forth in Exhibit "A" (2022) attached hereto.
2. Prior to the commencement of any Equipment Work or any other work related thereto at the Property, Lessee shall perform, by a qualified certified agency, a Safety Inspection of the entire Tower upon which the Equipment Work is to be performed. Lessee shall notify Lessor of any and all deficiencies found by the Safety Inspection, and shall provide a copy of the Safety Inspection report to Lessor for review. Lessee shall address any and all deficiencies found to the satisfaction of Lessor prior to any Equipment Work or any other work related thereto at the site.
3. Exhibit "A" of the Agreement is hereby supplemented by Exhibit "A" (2022) attached hereto and made a part hereof, to reflect Lessee's revised Site Equipment in connection with Lessee's Equipment Work, which shall be deemed part of the leased Premises set forth in the Agreement, and no additional plans shall be required for Lessor's review in connection with Lessee's Equipment Work as set forth on Exhibit "A" (2022). It is understood that Lessee's existing Site Equipment and improvements may remain in place until the Equipment Work as shown on Exhibit "A" (2022) is completed.
4. The Parties hereby acknowledge and agree that there shall be no change to Lessee's rental in connection with the Equipment Work contemplated by this First Amendment.

5. Other than the existing Site Equipment and the improvements to be made by the Equipment Work as shown on Exhibit "A" (2022), Lessee shall not perform any other improvements to the Property (other than as may be required as part of normal and routine maintenance) without the express written permission of Lessor.

6. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the Parties hereto, and shall be construed, interpreted and governed by the laws of the State of New Jersey. Each of the Parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such Party has the full right, power and authority to enter into and execute this First Amendment 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 First Amendment, including, without limitation, any mortgagee.

7. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This First Amendment shall not be modified or amended, except by an instrument in writing executed by the Parties. Except as expressly modified hereby, the Agreement shall remain unmodified and in full force and effect.

8. This First Amendment may be executed in any number of counterparts and electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date first above written.

LESSOR:
TOWNSHIP OF SOUTH BRUNSWICK

By: 
Authorized Signatory
Name: Charles Carley, Mayor
Title: _____
Dated: 6/29/2022

LESSEE:
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless

By: CELLCO PARTNERSHIP
Its: General Partner

By: _____
Authorized Signatory
Name: _____
Title: _____
Dated: _____

Exhibit "A" (2022)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM, made this 13th day of April, 2010 between The Township of South Brunswick, a municipal corporation of the State of New Jersey with its principal offices located at Municipal Complex, Monmouth Junction, New Jersey 08852, hereinafter designated LESSOR and New York SMSA Limited Partnership, d/b/a Verizon Wireless, a Limited Partnership of the State of New York, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Lease Agreement on April 5, 2010 for an initial term of five years with the right to renew for three additional five year terms, subject to the right of either LESSEE or LESSOR to terminate the Agreement on the fifteenth anniversary of the Commencement Date on two years notice.

2. In consideration of the rental set forth in the Agreement, LESSOR hereby leases to LESSEE a portion of that certain Property located at 136 Friendship Road, Township of South Brunswick, Middlesex County, State of New Jersey, and designated as Lot 18.04, Block 37 as shown on the tax map of the Township of South Brunswick, together with the non-exclusive right for ingress and egress, all as is more particularly set forth on Exhibit A attached hereto and made a part hereof.

3. A copy of the Lease is on file in the office of the LESSOR and LESSEE.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on _____.

WITNESSES:

Barbara Nyitrai
Barbara Nyitrai, clerk

Dieme Immla

LESSOR:

Township of South Brunswick

BY: Frank Gambatose
Mayor Frank Gambatose

LESSEE:

New York SMSA Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, its General Partner

BY: David R. Heverling
Area Vice President Network

Execution Date: 4 5 10

ACKNOWLEDGEMENT

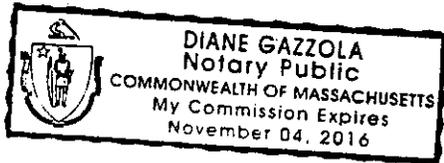
Commonwealth of Massachusetts)

:ss.:

County of Worcester)

On this 5 day of April, 2010, before me, the undersigned personally appeared David R. Heverling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, New York SMSA Limited Partnership, d/b/a Verizon Wireless, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Westborough, County of Worcester, Commonwealth of Massachusetts.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year first above written.



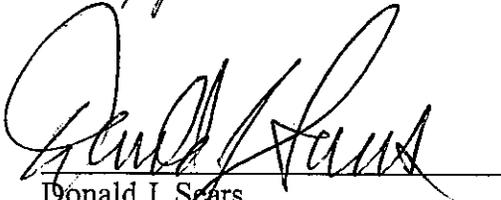
Diane Gazzola
Notary Public of Massachusetts

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on April 13, 2011 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 Frank Gambatese 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 April 13, 2010


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


Barbara Nyitrai, Township Clerk

BILL OF SALE

THIS BILL OF SALE is executed and delivered by New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") to and for the benefit of the Township of South Brunswick (the "Township").

WHEREAS, Verizon Wireless and Township are parties to an April 5, 2010 Telecommunications Use Lease Agreement ("Lease Agreement") pursuant to which Verizon Wireless constructed a monopole communications tower on property located at 136 Friendship Road, South Brunswick, New Jersey; and

WHEREAS, pursuant to Paragraph 6 of the Lease Agreement, upon completion of Verizon Wireless's installation of the monopole, and upon issuance of a Certificate of Approval from the Township, the monopole was deemed to be accepted and shall become the exclusive property of the Township pursuant to a Bill of Sale conveying title of the monopole from Verizon Wireless to the Township in the amount of One (\$1.00) Dollar; and

WHEREAS, on November 18, 2013, a full Certificate of Approval was issued to Verizon Wireless by the Township.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as that which is set forth in the Lease Agreement, the receipt and sufficiency of which is hereby acknowledged by each party hereto, and for the additional sum of \$1.00, Verizon Wireless hereby agrees as follows:

1. Transfer. Verizon Wireless hereby transfers, conveys, assigns and delivers to the Township, free of any express or implied warranties, all of Verizon Wireless's right, title and interest to the monopole communications tower to have and to hold the same unto the Township and its successors and assigns. Verizon Wireless and the Township agree as of the date of this Bill of Sale, Verizon Wireless has no responsibility or obligation to the Township for any warranty, maintenance, repair or other costs associated with the monopole.

2. Representations, Warranties and Covenants. Verizon Wireless warrants and represents that the monopole is free and clear of all liens, claims and encumbrances whatsoever.

3. Successors and Assigns. This Bill of Sale shall be binding upon and shall inure to the benefit of Verizon Wireless and the Township and their respective heirs, successors and assigns.

4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the law of the State of New Jersey.

the receipt and sufficiency of which are hereby acknowledged,

Print Name: David R. Heverling
Title: Area Vice President Network
Execution Date: _____

Accepted in the presence of
for execution

Township of South Brunswick

By: _____
Print Name: _____
Title: _____
Execution Date: _____

ok



E2 Project Management LLC

87 Hibernia Avenue, Rockaway, NJ 07866
Tel. (973) 299-5200, Fax. (973) 299-5059

June 18, 2013

South Brunswick Township
Building Department
540 Ridge Road
Monmouth Junction, NJ 08852

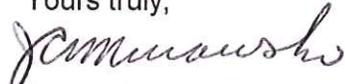
Subject: Verizon Wireless New Telecommunication Facility
136 Friendship Road
South Brunswick, NJ 08852
Construction Permit # 20130792
Tower Foundation Inspection Report

At Verizon Wireless' request, Mr. James C Murawski PE, a senior engineer from our office witnessed the installation of the tower foundation for the subject telecommunication facility that occurred on May 9, 2013. The tower foundation was installed within a new telecommunication compound located at the subject address (reference site plan Attachment A). Mr. Murawski verified the reinforcement cage and anchor bolt arrangement and witnessed the concrete pour. Photographs were taken and are provided as Attachment B. The excavation diameter and depth was verified along with the size of the rebar, cage diameter, number of bars and size and number of anchor bolts. The work inspected followed the requirements set forth in the tower design documents prepared by TransAmerican Power Products, Inc (reference Attachment C).

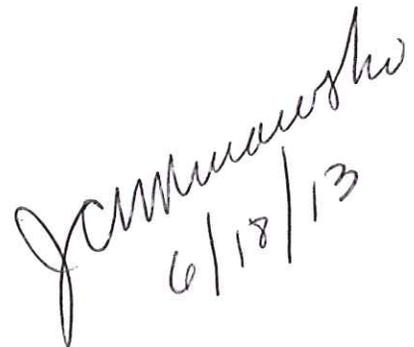
Concrete cylinders were taken by Craig Testing Laboratories, Inc, and the cylinder break test results for 7 and 28 days tests are attached. The inspected work was executed in an acceptable manner consistent with industry standards and in accordance with the above referenced contract documents.

Should you have any questions please contact the writer at (973) 299-5200.

Yours truly,


James C. Murawski, P.E.

Attachments


6/18/13

CLIENT: E2 Project Management, LLC

PROJECT NO.: 321018-1

 PROJECT: Proposed Verizon South Brunswick 6 Cell Tower Foundation
 136 Friendship Road South, South Brunswick, New Jersey
 Project No. P-13-01-108, P.O. No. PO-13-05-01

INSPECTED BY: Harvey Rheiner

DATE INSPECTED: 5/9/13

REPORT NO.: CP-1

PROJECT PLANS BY: Michael F. Plaovinski, PE

DATED: 4/2/13

REVISION NO.: None

APPROVAL DATE: 4/2/13

CONCRETE PLACEMENT REPORT

(compressive strength)

LOCATION: Cell Tower Foundation

Craig Testing Laboratories, Inc. inspector arrived at site as requested by client and inspected concrete placement at the above location per the project plans and documents.

Slump (ASTM C143):	<u>6"</u>	Approved Slump Range:	<u>6" to 8"</u>
Air Content (ASTM C231):	<u>6.25%</u>	Approved Air % Range:	<u>6% ± 1.5%</u>
Temperature (ASTM C1064):	<u>71°F (76°F truck #4)</u>	Today's Yardage:	<u>55</u>
Concrete Supplier:	<u>Clayton Concrete</u>	Approved Mix ID:	<u>4000-AP08</u>
Consolidation Method:	<input type="checkbox"/> Internal <input type="checkbox"/> External <input type="checkbox"/> Both <input checked="" type="checkbox"/> None <input type="checkbox"/> Other	Ambient Temperature (F):	<u>74°F</u>
Strength of Concrete Placed (PSI):	<u>4000</u>	No. of Samples (ASTM C31):	<u>8 cyls. (1 set of 6 & 1 set of 2) 1&2</u>
Required Strength of Concrete (PSI):	<u>4000</u>	On Site Curing Facilities Available	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		(ACI 301 - 1.6.3.2.d)	

- Not Ready for inspection; Cancelled On-Site
- Work Above is in Progress and Requires Further Inspection
- Work is in Substantial Compliance with the following approved documents:
 - Mix Designs Drawings Specifications
- Inspection done without approved documentation available**
- Work Deviates from Approved Plans and/or Documents, See NCR No.** _____

 Hours on Site: 10:30a - 6:45p

Remarks: 1 set of 6 and all tests were from truck #1. Per client 1 set of 2 were made from truck #4. The last 11 yard truck (truck #5) was not used in the foundation but is still included in the total amount. The approved mix is a tremie mix that was pumped from the bottom up into the foundation via a pump truck.

Reported to: Mr. Jim Murawski (Email)

Reviewed By:

Ian Craig

ATTACHMENT A
SITE PLAN

ATTACHMENT B

PHOTOGRAPHS

**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 1
Rebar cage**



**Photo Number: 2
Rebar cage**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 3
Anchor bolt assembly**



**Photo Number: 4
Anchor bolt assembly**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 5
Excavating shaft (with
casing at top)**



**Photo Number: 6
Installing rebar cage**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 7
Rebar cage installed**

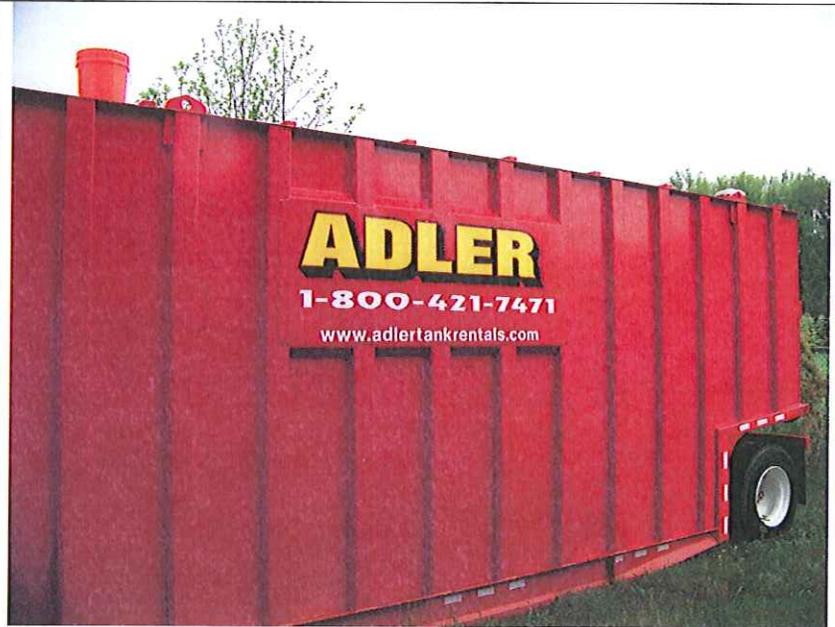


**Photo Number: 8
Concrete pumped into
bottom of shaft**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 9
Drilling mud was
pumped into holding
tank for offsite disposal**



**Photo Number: 10
Concrete being pumped,
drilling mud is drawn
off, (note that rebar cage
is suspended, not resting
on the bottom)**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 11
Anchor bolt assembly set
in place**



**Photo Number: 12
Concrete coming up,
drilling mud drawn off.**



**Photo Documentation Log
South Brunswick 6 Foundation**

**Photo Number: 13
Final finishing**



**Photo Number: 14
Finished cassion**



ATTACHMENT C

TOWER FOUNDATION DESIGN DRAWING



**TransAmerican
Power Products, Inc.**

2427 Kelly Lane
Houston, Texas 77066

PH: 281-444-8277 / FX: 281-444-7270

Page 2 of 2	Job Number: 23513-0090
Eng: MFP	Customer Ref: TP-11319
	Date: 4/2/2013
Structure: 1 25-FT POLE (FUT. 150-FT)	
Site: SOUTH BRUNSWICK 6	
Location: MIDDLESEX CO., NJ / 40°21'42.2", -74°31'7.5"	
Owner: VERIZON	
Revision No.:	Revision Date:

FOUNDATION NOTES:

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% ($\pm 1.5\%$). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.

2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.

3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.

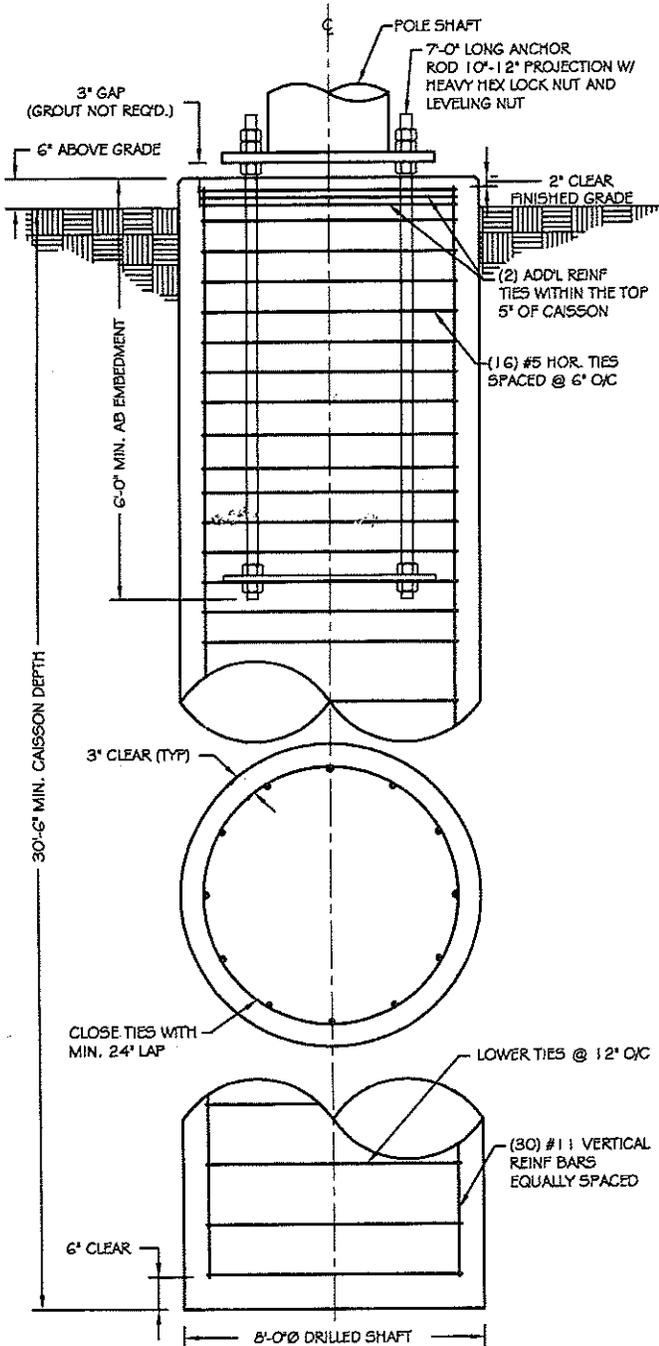
4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.

5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:
ENGINEER: FRENCH & PARRELLO
REPORT NO.: G923.001 R1 (DATED 2/12/13)

6. ESTIMATED CONCRETE VOLUME = 58 CUBIC YARDS.

7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:
MOMENT: 6250 FT*KIPS
SHEAR: 54 KIPS
AXIAL: 57 KIPS

8. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED AT 8'-0" BELOW GRADE.



CAISSON FOUNDATION





TransAmerican Power Products, Inc.

2427 Kelly Lane
Houston, Texas 77068

PH: 281-444-8277 / FX: 281-444-7270

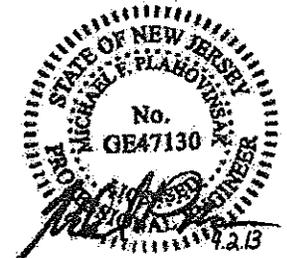
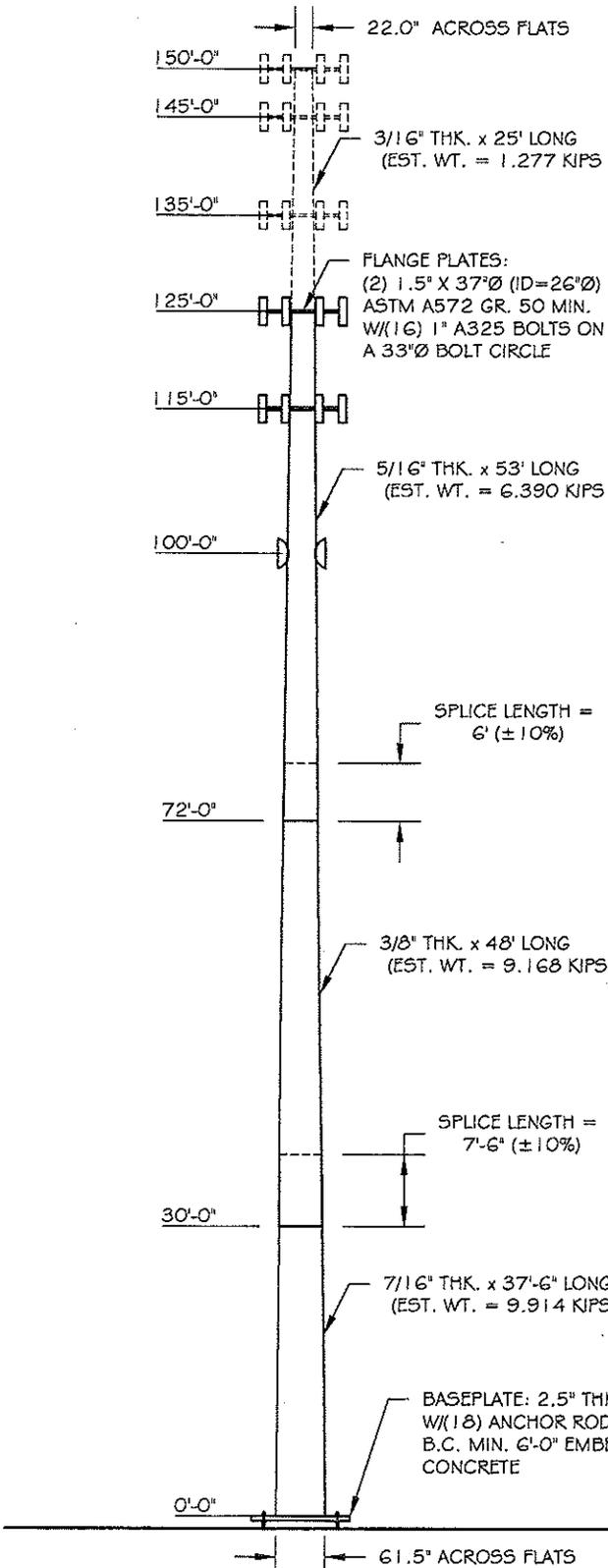
Page 1 of 2	Job Number: 23513-0090
Eng: MFP	Customer Ref: TP-11319
	Date: 4/2/2013
Structure:	125-FT POLE (FUT. 150-FT)
Site:	SOUTH BRUNSWICK 6
Location:	MIDDLESEX CO., NJ / 40°21'42.2", -74°31'7.5"
Owner:	VERIZON
Revision No.:	Revision Date:

DESIGN			
Building Code: 2006+ INTERNATIONAL BUILDING CODE			
Design Standard: ANSI/TIA-222-G-2			
Wind Speed Load Cases: 3-SEC. GUSTED WIND SPEED			
Load Case #1: 100 MPH Design Wind Speed			
Load Case #2: 50 MPH Wind with 1" Ice Accumulation			
Load Case #3: 60 MPH Service Wind Speed			
Structure Class	Exposure Cat.	Topography Cat.	Crest Height
II	C	I	

EQUIPMENT LIST	
Elev.	Description
150	(12) ANTEL BXA-80040/GCF PANEL
150	12-FT LOW PROFILE PLATFORM
145	(12) ANTEL BXA-80040/GCF PANEL
145	12-FT LOW PROFILE PLATFORM
135	(12) ANTEL BXA-80040/GCF PANEL
135	12-FT LOW PROFILE PLATFORM
125	(12) ANTEL BXA-80040/GCF PANEL
125	12-FT LOW PROFILE PLATFORM
115	(12) ANTEL BXA-80040/GCF PANEL
115	12-FT LOW PROFILE PLATFORM
100	(2) 4-FT STD. MICROWAVE DISH
100	DUAL MICROWAVE MOUNT

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

STRUCTURE PROPERTIES					
Cross-Section: 18-SIDED			Taper: 0.27250 in/ft		
Shaft Steel: ASTM A572 GR 65			Baseplate Steel: ASTM A572 GR 50		
Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0" LONG					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	25.00	0.1875	0.00	22.00	28.81
2	53.00	0.3125	6.00	28.81	43.26
3	48.00	0.3750	7.50	41.00	54.08
4	37.50	0.4375		51.28	61.50



NICHOLAS P. PLAVINSKI, P.E., No. GE47130
614-398-6250 / npl@fpa.com

BASE REACTIONS FOR FOUNDATION DESIGN

Moment: 6250 ft-kip
Shear: 54 kip
Axial: 57 kip

**Report of Subsurface Exploration &
Geotechnical Engineering Evaluation**

For

VERIZON WIRELESS - SOUTH BRUNSWICK 6 CELL SITE

South Brunswick, Middlesex County, New Jersey

Prepared For:

Mr. Christopher E. Nevill, PE, PP, CME
AVOCA ENGINEERS & ARCHITECTS, LLC
242 Old New Brunswick Road, Suite 130
Piscataway, New Jersey 08854



February 12, 2013



February 12, 2013

Mr. Christopher E. Nevill, PE, PP, CME
AVOCA ENGINEERS & ARCHITECTS, LLC
242 Old New Brunswick Road, Suite 130
Piscataway, New Jersey 08854

Re: Report of Subsurface Exploration &
Geotechnical Engineering Evaluation
Verizon Wireless - South Brunswick 6 Cell Site
South Brunswick, Middlesex County, New Jersey
FPA No. 6923.001R1

Dear Mr. Nevill:

INTRODUCTION

We are pleased to present the results of our Subsurface Exploration and Geotechnical Engineering Evaluation performed in connection with the proposed monopole to be constructed in South Brunswick Township, Somerset County, New Jersey. The project address is 136 Friendship Road and is designated as Block 37, Lot 18.04 on the South Brunswick Tax Map. The proposed telecommunications facility will be located within a grass area to the west of an existing building. It is our understanding that the proposed monopole will be approximately 125 feet high. Design loads for the monopole and equipment foundations were unavailable at the time this report was prepared. The regional location of the project site is presented on Drawing No. 1, "Regional Location Plan."

The purpose of our participation on the project at this time was to explore the subsurface conditions in the vicinity of the proposed telecommunications tower and to develop geotechnical engineering recommendations to facilitate the design and construction of the proposed foundations. Our scope of services included the subcontracting of one test boring, technical observation of the field work, engineering evaluation of the encountered subsurface conditions and the preparation of this geotechnical report.

SUBSURFACE EXPLORATION

French & Parrello Associates, PA (FPA) provided technical observation for the performance of one test boring on January 24th, 2013 to characterize the subsurface conditions in the vicinity of

the proposed monopole. The field work was accomplished by a test boring subcontractor while under the full-time technical observation by a representative of FPA. The approximate as-drilled test boring location is presented on Drawing No. 2, "Test Boring Location Plan."

The test boring, designated as B-1, was advanced to a depth of approximately 67 feet below the existing grade utilizing mud rotary drilling procedures. Soil samples were obtained from within the borehole by advancing a standard two-inch diameter split-spoon sampler in accordance with ASTM Test Method D-1586, The Standard Penetration Test. The soil samples were classified in the field using the Burmister Soil Classification System. The soil samples were returned to our soils laboratory for further review and will be stored for a period of 60 days from the date of this report.

The depth to groundwater was estimated based on the moisture content of the retrieved soil samples. Details of the drilling procedures, soil classifications, groundwater depths and Standard Penetration Test results are presented on the boring log in Appendix A.

SITE CONDITIONS

Regional Geology

Based upon our review of published geologic data pertaining to the project region, the native subsurface soils at the project site should consist of alluvial soils, consisting of unstratified granular materials deposited during the Quaternary Period. The alluvial deposits are comprised of sands and silts intermixed with gravel and cobbles. The bedrock is identified as Shale and Sandstone and is generally encountered at depths greater than 50 feet.

Subsurface Conditions

The soils encountered with the test boring consisted of primarily granular soils. The granular soils generally consisted of coarse to fine sand intermixed with varying amounts of silt as well as coarse to fine gravel. We note that a layer of predominantly gravel was encountered within the test boring from approximately 18 feet to 23 feet below the existing grade. Based upon the results of the Standard Penetration Tests, the relative density of the granular soils can be described as loose to medium-dense.

The groundwater level was estimated to be at approximately 8 feet below the existing ground surface. Seasonal fluctuations in the groundwater level should be anticipated. For more specific details pertaining to the descriptions of the respective soil samples and groundwater levels, please refer to the test boring log in Appendix A.

FOUNDATION RECOMMENDATIONS

Based upon the results of our subsurface exploration and geotechnical engineering evaluation, it is our opinion that the proposed monopole may be supported on a drilled shaft foundation. Design of the monopole foundation should be performed by an engineer licensed to practice in the State of New Jersey and should conform to all governing regulations. We strongly suggest that the designer give careful consideration to constructability considerations in the preparation of the plans and specifications, particularly as they pertain to groundwater and advancing the drilled shaft through gravel deposits.

We recommend that the project specifications be written on a performance basis and that the means and methods for installing the drilled shaft be left to the discretion of the Contractor. To prevent the drilled shaft from caving, we recommend a temporary steel casing and a drilling slurry be utilized. However, the responsibility for maintaining the stability of the excavation and protecting any adjacent structures should be stipulated to be with the Contractor. We recommend performing a pre-construction survey of all structures located within 25 feet of the proposed work to assist in verifying or refuting any damage claims, should such occur.

Groundwater Considerations & Soil Parameters

Groundwater was encountered at a depth of approximately 8 feet below the existing ground surface. Seasonal fluctuations in the groundwater level should be anticipated. We recommend that the Contractor anticipate encountering groundwater within the groundwater level. To facilitate the design of the monopole tower foundation, we offer the soil parameters presented in Table No. 1.

CLOSING & LIMITATIONS

The recommendations contained herein are contingent upon subsurface conditions remaining consistent with those encountered during our subsurface exploration. They are also contingent upon the basis that all foundation related aspects of construction, including drilled shaft installation be observed by a representative of FPA. This is to observe compliance with the design concepts and specifications and to allow design changes in the event that subsurface conditions differ from those anticipated prior to construction.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of wetlands, chemically hazardous, or biologically toxic materials in the soil, surface water, groundwater or air, on or below or around the site. Additionally, our geotechnical scope of work did not include any assessment of any existing structures.

Services performed by FPA during this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the

same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in the services provided. Should you have any questions or if we can be of service to you in the future, please feel free to contact us.

Sincerely,

FRENCH & PARRELLO ASSOCIATES, PA

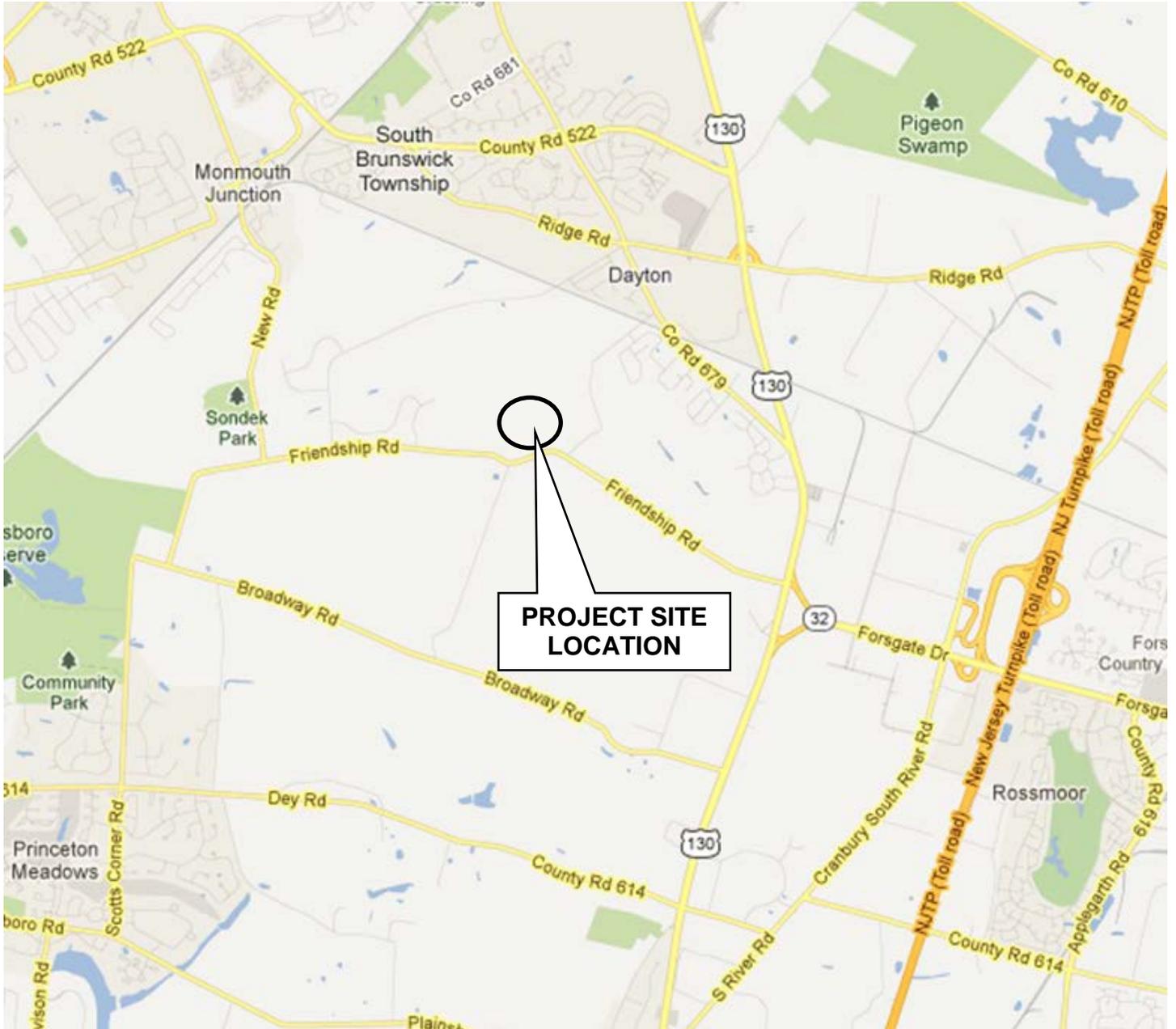


Joseph M. Tierney, PE
Senior Project Manager, Geotechnical Services

JMT/JRB



Joseph M. Tierney, P.E.
NJ Professional License No. 45862

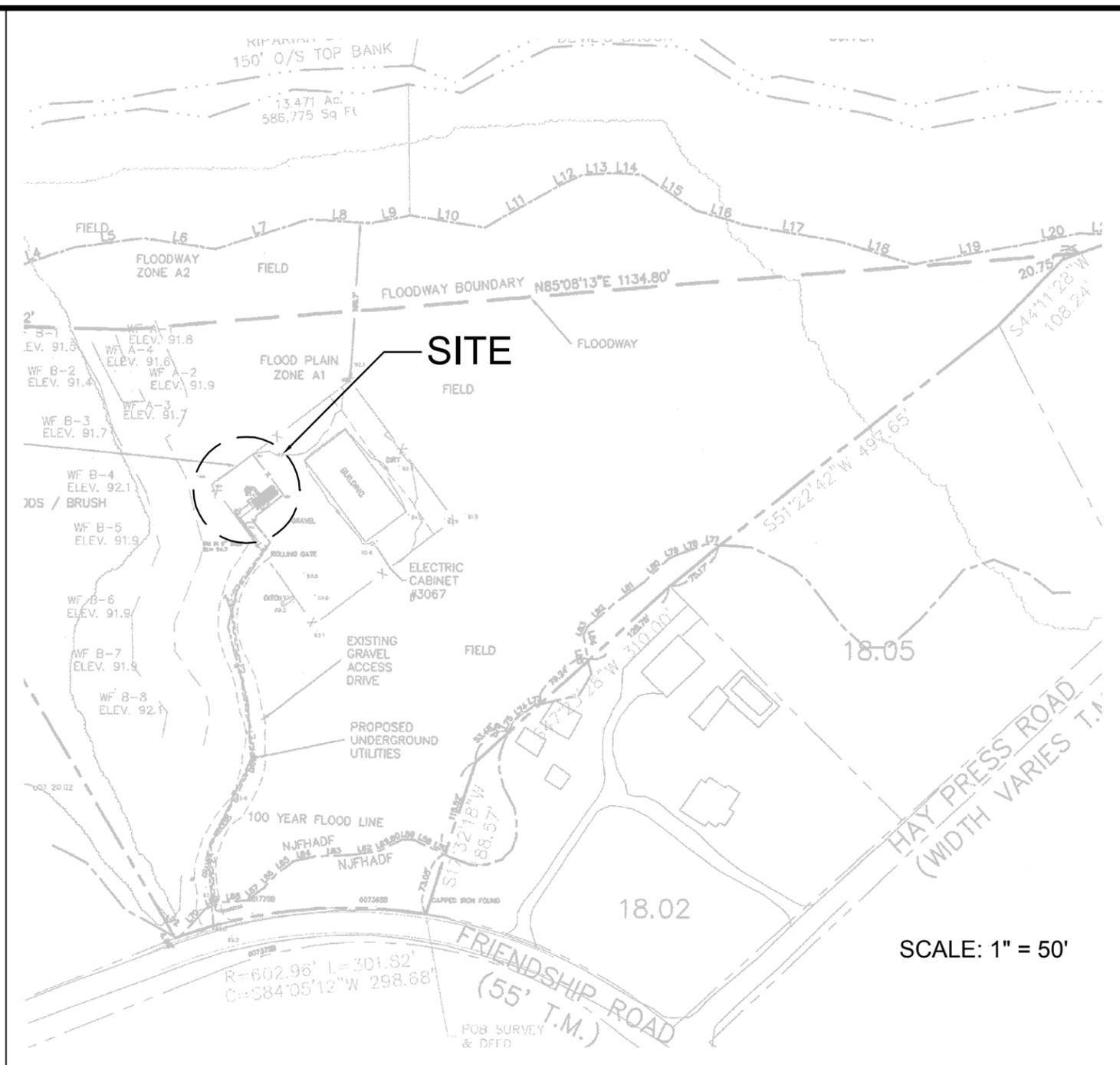
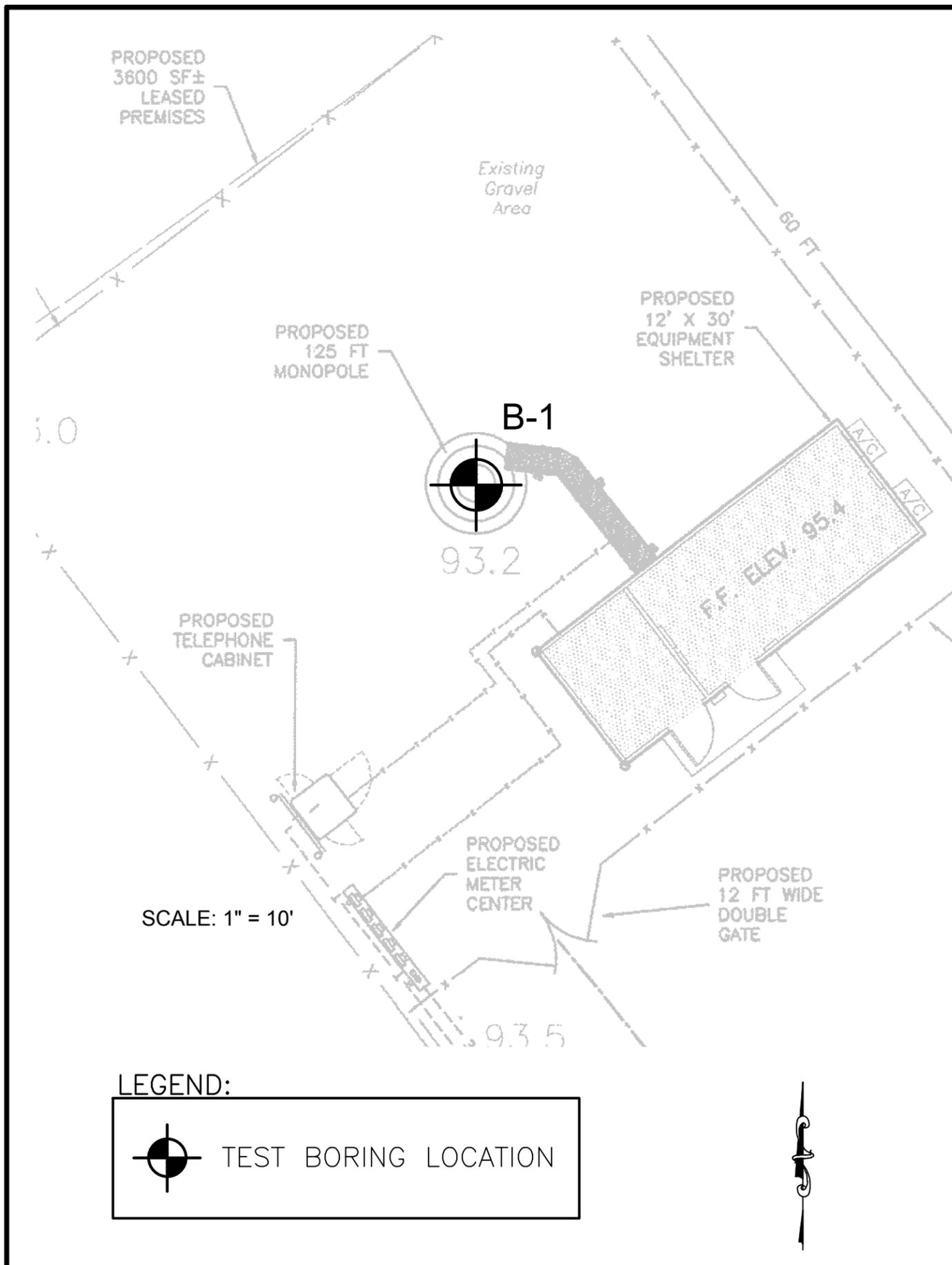


REGIONAL LOCATION PLAN

Copyright Google Maps, 2013

VERIZON WIRELESS - SOUTH BRUNSWICK 6 CELL SITE
SOUTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NEW JERSEY

SCALE: NTS	DATE: JANUARY 2013	JOB NO.: 6923.001	DRAWING NO.: 1
---------------	-----------------------	----------------------	-------------------



LEGEND:

TEST BORING LOCATION

FRENCH & PARRELLO
 ASSOCIATES, P.A., CONSULTING ENGINEERS
 1800 Route 34, Suite 101 • Wall, NJ • 07719 • 732 312-9800

TEST BORING LOCATION PLAN			
FOR			
VERIZON WIRELESS			
SOUTH BRUNSWICK 6 CELL SITE			
SOUTH BRUNSWICK MIDDLESEX COUNTY NEW JERSEY			
DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER
1/24/13	-	AS SHOWN	6923.001
DRAWN BY:	CHECKED BY:	FIELD BOOK:	DWG. NO.:
JRB	JMT	-	2

TABLE NO. 1
VERIZON WIRELESS - SOUTH BRUNSWICK CELL SITE 6
ENGINEERING PROPERTIES OF IN-SITU SOILS
(FPA No. 6923.001)

STRATIFICATION OF SOILS				
ITEM	0 to 18 FEET	18 to 23 FEET	23 to 50 FEET	50 to 67 FEET
Soil Type	Silty Sand	Gravel	Silty, Gravelly Sand	Silty Sand
Relative Density	Loose to Medium-Dense	Medium-Dense	Loose to Medium-Dense	Loose to Medium-Dense
Total Unit Weight (γ_{total})	110 pcf	125 pcf	120 pcf	110 pcf
Buoyant Weight (γ_{sub})	50 pcf	65 pcf	60 pcf	50 pcf
Angle of Internal Friction (ϕ)	30°	36°	32°	30°
Cohesion (C)	0 psf	0 psf	0 psf	0 psf
Coefficient of Active Earth Pressure (k_a)	0.33	0.22	0.31	0.33
Coefficient of At-Rest Earth Pressure (k_o)	0.50	0.36	0.47	0.50
Coefficient of Passive Earth Pressure (k_p)	3.00	4.60	3.25	3.00
Allowable Static Bearing Pressure (q_{all}) *Below a depth of 36 inches	1.5 TSF	2 TSF	2 TSF	2 TSF

APPENDIX A
Test Boring Logs

BURMISTER SOIL CLASSIFICATION SYSTEM

A. Cohesionless Soils: Particle Size Definitions

Soil	Fraction	U.S. Standard Sieve	Actual Sizes
Gravel	coarse	3 in. to 1 in.	76 mm to 25 mm
	medium	1 in. to 3/8 in.	25 mm to 9.5 mm
	fine	3/8 in. to No. 10	9.5 mm to 2.0 mm
Sand	coarse	No. 10 to No. 30	2.0 mm to 0.6 mm
	medium	No. 30 to No. 60	0.6 mm to 0.25 mm
	fine	No. 60 to No. 200	0.25 mm to 0.075 mm
Silt		< No. 200	< 0.075 mm

B. Terms Describing Gradation of Cohesionless Soils

Written Description	Symbol/Designation	Defining Proportions
coarse, medium to fine	cmf	all fractions > 10%
coarse to medium	cm	< 10% fine
medium to fine	mf	< 10% coarse
coarse	c	< 10% medium and fine
medium	m	< 10% coarse and fine
fine	f	< 10% coarse and medium

Note: Use (+) for upper limit and (-) for lower limit.

C. Cohesive Soils: Terms Describing Plasticity

Soil	Plasticity Index	Workability	Plasticity Description
SILT	0	--	Non-Plastic
Clayey SILT	1 to 5	1/4 in. thread	Slightly Plastic
SILT & CLAY	5 to 10	1/8 in. thread	Low Plasticity
CLAY & SILT	10 to 20	1/16 in. thread	Medium Plasticity
Silty CLAY	20 to 40	1/32 in. thread	High Plasticity
CLAY	>40	1/64 in. thread	Very High Plasticity

D. Terms Describing Overall Composition of Soil

Written Proportion	Proportion Symbol	Proportion Percent by Weight
and	a	35 to 50
some	s	20 to 35
little	l	10 to 20
trace	t	1 to 10

Note: Use (+) for upper limit and (-) for lower limit.

TEST BORING LOG

VERIZON WIRELESS - SOUTH BRUNSWICK 6 CELL SITE
SOUTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NJ (FPA NO. 6923.001)

BORING NO.: B-1
SHEET 1 OF 2

DATE STARTED: 1/24/13
DATE FINISHED: 1/24/13

DEPTH OF WATER: 8'
LOCATION: See Plan

GROUND ELEVATION: +93'±
GROUND WATER ELEV.: +85'±

DRILLING TECHNIQUE: Mud Rotary
HAMMER TYPE: 140 lb. Automatic Trip Hammer, 30 Inch Drop

DEPTH FEET	SAMPLE DEPTH	SPT BLOW COUNTS (PER 6")	STRATA	DESCRIPTION OF SOIL
	S-1 0-2'	27 - 10 - 6 - 6		S-1 Brown Clayey SILT , some ⁺ cmf Sand, little ⁺ cm ⁺ f Gravel.
	S-2 2-4'	7 - 7 - 8 - 9		S-2 Light Brown cmf SAND , little Silt.
--- 5' ---	S-3 4-6'	11 - 7 - 7 - 6		S-3 Light Brown cm ⁺ f SAND , little ⁻ Silt.
	S-4 6-8'	6 - 7 - 5 - 5		S-4 Light Brown cm ⁺ f SAND , trace ⁺ Silt.
---10'---	S-5 8-10'	4 - 4 - 3 - 2		S-5 Same as S-4 .
	S-6 10-12'	4 - 3 - 7 - 12		S-6 Same as S-4 .
---15'---	S-7 15-17'	3 - 4 - 5 - 6		S-7 Light Orange-Brown c ⁺ mf SAND , little ⁺ Silt, little f Gravel.
---20'---	S-8 20-22'	12 - 13 - 11 - 10		S-8 Yellow-Brown cmf GRAVEL , trace cmf Sand, trace ⁻ Silt.
---25'---	S-9 25-27'	6 - 7 - 4 - 7		S-9 Yellow-Brown c ⁺ mf SAND , some ⁻ c ⁺ mf Gravel, little ⁻ Silt.
---30'---	S-10 30-32'	5 - 5 - 5 - 7		S-10 Yellow-Brown c ⁺ mf SAND , little mf Gravel, little ⁻ Silt.
---35'---	S-11 35-37'	5 - 7 - 4 - 6		S-11 Orange-Brown cm ⁺ f SAND , little ⁻ Silt.
---40'---	S-12 40-42'	4 - 4 - 5 - 7		S-12 Light Orange-Brown cmf SAND , little ⁺ mf Gravel, trace ⁺ Silt.

SOILS ENGINEER: J. TIERNEY, PE
DRILLING INSPECTOR: J. BOUDREAU, EIT

CONTRACTOR: CRAIG TEST BORING
DRILLER: E. FLANAGAN

The information shown hereon indicates the subsurface conditions encountered at the specific boring location on the date(s) of drilling. Subsurface conditions are likely to vary across the project site. Interpretation of the subsurface data shall be at the discretion of the user.

TEST BORING LOG

VERIZON WIRELESS - SOUTH BRUNSWICK 6 CELL SITE
SOUTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NJ (FPA NO. 6923.001)

BORING NO.: B-1
SHEET 2 OF 2

DATE STARTED: 1/24/13
DATE FINISHED: 1/24/13

DEPTH OF WATER: 8'
LOCATION: See Plan

GROUND ELEVATION: +93'±
GROUND WATER ELEV.: +85'±

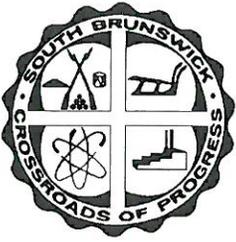
DRILLING TECHNIQUE: Mud Rotary
HAMMER TYPE: 140 lb. Automatic Trip Hammer, 30 Inch Drop

DEPTH FEET	SAMPLE DEPTH	SPT BLOW COUNTS (PER 6")	STRATA	DESCRIPTION OF SOIL
---45'---	S-13 45-47'	4 - 3 - 6 - 8		S-13 TOP 18": Light Orange-Brown cmf SAND, little ⁺ mf Gravel, trace ⁺ Silt. BOT 6": Orange-Brown Silty CLAY, some ⁻ cmf ⁺ Sand.
---50'---	S-14 50-52'	5 - 4 - 4 - 4		S-14 Light Brown cmf SAND, little Silt.
---55'---	S-15 55-57'	3 - 3 - 4 - 5		S-15 Light Brown cmf SAND, little ⁻ Silt.
---60'---	S-16 60-62'	5 - 5 - 7 - 7		S-16 Red-Brown cm ⁺ f SAND, little ⁻ Silt.
---65'---	S-17 65-67'	8 - 9 - 9 - 10		S-17 Red-Brown c ⁺ mf SAND, little ⁺ cm ⁺ f Gravel, little ⁻ Silt.
---70'---				END OF BORING AT 67'
---75'---				
---80'---				

SOILS ENGINEER: J. TIERNEY, PE
DRILLING INSPECTOR: J. BOUDREAU, EIT

CONTRACTOR: CRAIG TEST BORING
DRILLER: E. FLANAGAN

The information shown hereon indicates the subsurface conditions encountered at the specific boring location on the date(s) of drilling. Subsurface conditions are likely to vary across the project site. Interpretation of the subsurface data shall be at the discretion of the user.



TOWNSHIP OF SOUTH BRUNSWICK

Municipal Building • P.O. Box 190 • Monmouth Junction, NJ 08852-0190

Phone
732-329-4000
TDD
732-329-2017
Fax
732-329-0627

June 30, 2022

Alicia Vore | Sr. Site Acquisition Specialist
TILSON
3013 SE Persons Court
Milwaukie, OR 97267

Re: First Amendment to Telecommunications Use Lease Agreement

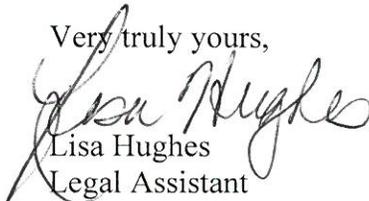
Dear Ms. Vore:

Enclosed please find two copies of the First Amendment to Telecommunications Use Lease Agreement, which was authorized by way of a resolution dated June 28, 2022, of the Township Council of the Township of South Brunswick. A copy of the resolution is also enclosed for your reference.

Please have the appropriate individual(s) execute the agreement on behalf of TILSON and return one fully executed copy to me for the Township's files.

Thank you for your considerations in this matter. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,


Lisa Hughes
Legal Assistant

Enclosures

Cc: Barbara Nyitrai, Township Clerk
Martin Hammer, Information Technology Director



RESOLUTION 2022-234

Authorizing Execution of First Amendment to the Lease Agreement with NEW YORK SMSA LIMITED PARTNERSHIP D/B/A Verizon Wireless for Lease of Antenna Space at 136 Friendship Road

WHEREAS, NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless previously entered into a lease agreement dated April 5, 2010, with respect to the installation of a communications facility on property owned by the Township of South Brunswick at 136 Friendship Road; and

WHEREAS, the parties have agreed to amend the Agreement to, among other things, allow Verizon Wireless to make certain changes to its Site Equipment; and

WHEREAS, the Information Technology Director has reviewed the Amendment and recommends that it is in the best interests of the Township to renew the Amendment to the Agreement; and

WHEREAS, the Department of Law has reviewed said Amendment and has approved of same as to form;

NOW THEREFORE BE IT RESOLVED on this 28th day of June, 2022, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Mayor and Township Clerk are hereby authorized to execute a First Amendment to the Lease Agreement with NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless to allow Verizon Wireless to make certain changes to its Site Equipment on property owned by the Township of South Brunswick at 136 Friendship Road.
2. A copy of this First Amendment to Agreement shall remain on file with the Township Clerk.

RESULT:	ADOPTED [3 TO 0]
MOVER:	Joseph Camarota, Deputy Mayor
SECONDER:	Josephine "Jo" Hochman, Councilwoman
AYES:	Joseph Camarota, Archana "Ann" Grover, Josephine "Jo" Hochman
ABSENT:	Ken Bierman
AWAY:	Charlie Carley

This is to certify that the foregoing is a true copy of a Resolution Adopted at the South Brunswick Township Council meeting held on June 28, 2022.

Barbara Nyitrai, Township Clerk

FIRST AMENDMENT TO TELECOMMUNICATIONS USE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TELECOMMUNICATIONS USE LEASE AGREEMENT (“First Amendment”) is made as of the latter date of signatures by both Parties below, between the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey, with its principal offices located at the Municipal Complex, 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter, “Lessor”), and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, a New York limited partnership with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter, “Lessee”). At times, Lessor and Lessee may be referred to individually as a “Party” or collectively as “the Parties”.

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Telecommunications Use Lease Agreement (“Agreement”) dated April 5, 2010, with respect to the installation of a communications facility at the property (“Property”) located at 136 Friendship Road, South Brunswick, Middlesex County, New Jersey. All capitalized terms used herein shall have the meanings set forth in the Agreement, unless expressly set forth herein; and

WHEREAS, Lessor and Lessee have agreed to amend the Agreement to, among other things, allow Lessee to make certain changes to its Site Equipment pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that Lessee is authorized to perform work related to the replacement of certain equipment and install related improvements (“Equipment Work”) to the Property as set forth in Exhibit “A” (2022) attached hereto.
2. Prior to the commencement of any Equipment Work or any other work related thereto at the Property, Lessee shall perform, by a qualified certified agency, a Safety Inspection of the entire Tower upon which the Equipment Work is to be performed. Lessee shall notify Lessor of any and all deficiencies found by the Safety Inspection, and shall provide a copy of the Safety Inspection report to Lessor for review. Lessee shall address any and all deficiencies found to the satisfaction of Lessor prior to any Equipment Work or any other work related thereto at the site.
3. Exhibit “A” of the Agreement is hereby supplemented by Exhibit “A” (2022) attached hereto and made a part hereof, to reflect Lessee’s revised Site Equipment in connection with Lessee’s Equipment Work, which shall be deemed part of the leased Premises set forth in the Agreement, and no additional plans shall be required for Lessor’s review in connection with Lessee’s Equipment Work as set forth on Exhibit “A” (2022). It is understood that Lessee’s existing Site Equipment and improvements may remain in place until the Equipment Work as shown on Exhibit “A” (2022) is completed.
4. The Parties hereby acknowledge and agree that there shall be no change to Lessee’s rental in connection with the Equipment Work contemplated by this First Amendment.

5. Other than the existing Site Equipment and the improvements to be made by the Equipment Work as shown on Exhibit "A" (2022), Lessee shall not perform any other improvements to the Property (other than as may be required as part of normal and routine maintenance) without the express written permission of Lessor.

6. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the Parties hereto, and shall be construed, interpreted and governed by the laws of the State of New Jersey. Each of the Parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such Party has the full right, power and authority to enter into and execute this First Amendment 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 First Amendment, including, without limitation, any mortgagee.

7. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This First Amendment shall not be modified or amended, except by an instrument in writing executed by the Parties. Except as expressly modified hereby, the Agreement shall remain unmodified and in full force and effect.

8. This First Amendment may be executed in any number of counterparts and electronic signatures transmitted and received via electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this First Amendment and, shall have the same force and effect as original ink signatures, and shall bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date first above written.

LESSOR:
TOWNSHIP OF SOUTH BRUNSWICK

By: 
Authorized Signatory
Name: Charles Carley, Mayor
Title: _____
Dated: 6/29/2022

LESSEE:
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless

By: CELLCO PARTNERSHIP
Its: General Partner

By: _____
Authorized Signatory
Name: _____
Title: _____
Dated: _____

Exhibit "A" (2022)

