

Attachment “A”

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this ____ day of _____, 2015, by New York SMSA Limited Partnership,, d/b/a Verizon Wireless ("Co-Tenant") with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Telephone number 866-862-4404) and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("Sprint"), successor in interest to Sprint Spectrum L.P., having an address at Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, and the Site owner, the Township of West Orange, a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey, located in the County of Essex, State of New Jersey ("Township").

WHEREAS, Township owns the property located at 280 Pleasant Valley Way (West Orange Fire Station), West Orange, Block 152.07, Lot 1 on the Township of West Orange Tax Map, consisting of approximately 2,010 square feet and leases it to Sprint under a Ground Lease Agreement for the purpose of constructing, managing and owning a wireless telecommunications facility including a 125 foot stealth tree monopole Antenna Site ("Antenna Site").

WHEREAS, Sprint was the successful bidder with the Township for the right to construct, manage and own wireless telecommunication facilities, including, without limitation, antenna equipment, cable wiring, and related fixtures at the Antenna Site; and

WHEREAS, Co-Tenant has entered into a separate Land Lease Agreement with the Township, with the consent of Sprint, regarding its use of the Antenna Site; and

WHEREAS, this Agreement addresses certain obligations among Co-Tenant, the Township and Sprint under the Land Lease Agreement.

NOW THEREFORE, the parties to this agreement agree as follows:

1. Antenna Site Obligations

- (a) Sprint and Co-Tenant shall be responsible for 100% of the costs and expenses associated with their equipment or other items used for the exclusive benefit of Co-Tenant or Sprint, respectively.

(b) Sprint shall be responsible for the removal of its Antenna or any associated parts thereof and restoration of the Antenna Site. Co-Tenant is responsible for removing all its equipment at the end of its lease.

(c) Notwithstanding the foregoing provisions of this paragraph, if any cost or expense hereunder arises from negligence or intentional misconduct of Co-Tenant or Sprint or their respective employers, agents or representatives, Co-Tenant or Sprint shall be responsible for its share of such costs and expenses in proportion to the comparative responsibility of Co-Tenant or Sprint.

2. **Co-Tenants**

(a) Sprint has the right to have the Antenna Site leased by the Township to subsequent Co-Tenants as space allows. However, rent agreements are between the Township of West Orange and any Co-Tenants. The Township has the sole right to negotiate the rent. For purposes hereof, the effective date of a Co-Tenant's obligations hereunder shall commence on the commencement date under each Co-Tenant's Land Lease Agreement ("Effective Date").

(b) Prior to utilization by any subsequent Co-Tenant of the Antenna Site for the provision of wireless telecommunications services, such subsequent Co-Tenant shall sign an agreement which shall (i) be in form reasonably determined by Sprint, (ii) 100% of the rent is to be paid to the Township of West Orange, and (iii) require Co-Tenants to agree to share the site development costs with Sprint, as specified in Paragraph 2(c) herein.

(c) The Co-Tenant shall pay, prior to installation of its equipment at the Antenna Site, a one-time payment of \$91,492.48 , as reimbursement to Sprint, which has been determined to be the amount equal to its pro-rata share of construction costs, based upon the numbers of users (i.e.) the Co-Tenant(s) and Sprint of the following costs and expenses ("Pro Rate Reimbursement Payment") :

(i) Development, design and construction of the Antenna Site and Antenna, including, but not limited to, equipment, utility connections, access road improvement, security fence, shelter buildings, and other items to be constructed, installed or improved to bring about the full use of the Antenna and Antenna Site (collectively "Initial Costs").

(ii) Sprint's reasonably estimated structure removal and site restoration costs to be incurred at the end of Sprint's term.

(iii) The Co-Tenant shall pay annually, at the end of each calendar year, as reimbursement to Sprint, an amount equal to its pro rata share of the following costs and expenses: maintenance and repair of the Antenna and Antenna Site, as reasonably determined by Sprint; any increase in real property taxes attributed solely to any improvements to the Antenna Site made by Sprint, or by Co-Tenant (or by any other Co-

tenant, sub-tenant, or other user of the Antenna or Antenna Site); and any personal property taxes assessed upon, or arising from use of, the Antenna or Antenna Site; any other taxes payable by either pursuant to the Land Lease Agreement, provided, however, that if Sprint determines, in its reasonable discretion, that it would be inequitable and result in a material, disproportionate financial burden on any user of the Antenna or Antenna Site to allocate such taxes on a pro rata basis, based upon the number of users (for example, due to Co-Tenant's facilities on the Antenna Site having disproportionately high value in comparison to the other facilities installed on the Antenna, or due to such personal property taxes being separately billed to, and payable by, the various users of the Antenna Site), then Sprint shall, in its reasonable discretion, determine a more equitable means of pro ration of such taxes.

3. **Division and Sharing of Rent** Co-Tenant and any subsequent co-tenant (or sub-tenant) shall pay rent to the Township of West Orange. Co-Tenants shall pay no rent to Sprint.

4. **Indemnification** Co-Tenant and Sprint shall defend, indemnify and hold harmless the other and the Township of West Orange for any claim, costs or expenses (including reasonable attorney's fees) resulting from the breach of Co-Tenant or Sprint's obligations or failure to perform as required thereunder. Notwithstanding the foregoing, no co-tenant shall be liable for consequential or incidental damages or lost profits.

5. **Township Use of Antenna** Users affiliated with the Township of West Orange have the right to use, without cost or expense to the Township (or a user such as the Fire Department), the Antenna sidearm specifically installed for its use by Sprint.

6. **Interference** When Co-Tenant installs its communications equipment, including antennas, it shall reasonably cooperate with Sprint and any other prior existing Co-tenants. Moreover, Co-Tenant's communications equipment, including antennas, shall be installed at the Antenna Site and on the Antenna in a manner that avoids and/or substantially and materially minimizes or eliminates any interference to Sprint and other prior existing Co-tenants. Sprint and Co-Tenant acknowledge that they are subject to the rules, regulations, directives, and policies of the Federal Communication Commission concerning interference and agree to abide by it. In no event shall interference between Co-Tenant and other Co-tenants and/or Sprint or efforts to cure same delay or stay the obligation of Co-Tenant to make timely rental payments to the Township.

7. **Liability** Notwithstanding the terms hereof, Co-Tenant and Sprint shall remain primarily liable for their respective obligations under their respective Land Lease Agreements.

8. **Default** Failure by Co-Tenant and/or Sprint to comply with the terms of this Agreement shall not be a basis for default under the applicable Land Lease Agreement of Co-Tenant or Sprint with the Township unless such default has an adverse effect on the Township and its operation.

9. **Counterparts** This Agreement may be executed in several counterparts, all of which, when so executed, shall constitute one Agreement.

10. **Governing Law** This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.

11. **Notices** All notices and other communications required or permitted to be given under this Agreement shall be either delivered by hand, mailed postage prepared by and certified or registered mail, return receipt requested, delivered by a nationally recognized overnight courier, (such as Federal Express), or sent by confirmed facsimile transmission. Such notices and other communications shall be deemed given when delivered to the intended addressee. Rejection or other refusal to accept a notice or other communication, or the inability to deliver same because of a changed address, of which no notice was given, shall be deemed to be receipt of the notice or other communication. All notices and other communications shall be addressed as follows:

If to Township:

Township of West Orange
66 Main Street
West Orange, NJ 07052
Telephone: 973-325-4050
Fax: 973-736-8380
Attn: Township Administrator

With a Copy to:

Trenk, DiPasquale, Della Fera, & Sodono, P.C.
347 Mount Pleasant Ave, Suite 300
West Orange, NJ 07052
Telephone: 973-243-8600
Fax: 973-243-8677
Attn: Mark Y. Moon, Esq.

If to Sprint:

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a Mandatory Copy to:

Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn: Real Estate Attorney

If to Co-Tenant:

New York SMSA Limited Partnership

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Verizon Co-Development Agreement
Site Address: West Orange, NJ
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Attn: Network Real Estate

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

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____

By:_____

The Honorable Mayor Robert D. Parisi

Clerk, Township of West Orange

66 Main St., West Orange, NJ 07052

66 Main St., West Orange, NJ 07085

SPRINT SPECTRUM REALTY COMPANY, L.P., ATTEST:

a Delaware limited partnership

By:_____

By:_____

Name:

Name:

Title:

Title

ATTEST:

**NEW YORK SMSA LIMITED
PARTNERSHIP**

d/b/a VERIZON WIRELESS,

By:_____

By: Cellco Partnership, its General Partner

Name:

By:_____

Title:

Name: David R. Heverling

Title: Area Vice President Network