

Exhibit “A”

**GROUND LEASE AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE AND OMNIPPOINT
COMMUNICATIONS, INC. ("LICENSEE")
CONCERNING ELLISON AVENUE SITE**

1. Premises and Use. Township of West Orange leases to Omnipoint Communications, Inc. the following site:

Portion of property owned by the Township of West Orange situated adjacent to the West Orange Recycling Center, on Mt. Pleasant Avenue opposite Ellison Avenue, West Orange, known as Block 170, Lot 5.01 on the West Orange Tax Map, as shown on attached Exhibit A ("Ellison Avenue Site") shall be for the purpose of erecting a 150 foot cellular tree monopole and installing a pad to house the Licensee's necessary equipment ("Communication Facility"). Licensee shall have access to the Site across Lenape Trail.

The Licensee will have reasonable access thereto and to the appropriate source of electric and telephone facilities, at Licensee's sole cost and expense. The Site will be used by Licensee the purpose of constructing, installing, removing, replacing, modifying, maintaining and operating, at its sole cost and expense a wireless communication facility. This shall include without limitation, antenna equipment, cable wiring, and related fixtures. Licensee will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

All approvals and construction shall be in conformance with all applicable laws.

2. Term. The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date ("Commencement Date") both Licensee and the Township of West Orange have executed this Agreement. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five years each, unless Licensee provides the Township of West Orange with notice of intention not to renew. This notice must be ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. The rent, payable at the initial rate of \$2,657.00 per month ("Initial Rent"), shall commence no later than the earlier of the following dates: (i) forty-five (45) days after issuance of a building permit; or (ii) sixty (60) days after zoning and/or planning board approval. Rent is due no later than the first of each month payable to the Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer. The Initial Rent for each year, beginning in the sixth year and continuing in each Renewal Term, will increase by five percent (5%) per annum as provided in paragraph 4 immediately below.

4. Rent Adjustments. Commencing with the first full month of the sixth year, the Rent shall be increased after the end of each year during the term of the Lease, including any extensions, by five (5%) percent per annum.

5. Title and Quiet Possession. The Township of West Orange represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Licensee is entitled to access to the Site at reasonable times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Licensee is not in default beyond the expiration of any cure period; and (e) that the Township of West Orange will not have unsupervised access to the Site or to the wireless communications equipment except in the event of an emergency. In the event of an emergency, the Township of West Orange will make reasonable efforts to notify Licensee. Licensee shall provide the Township with an emergency phone number and contact person whom is available at all times.

6. Assignment/Subletting. This Agreement may be sold, assigned, or transferred by Licensee to its principal affiliates, subsidiaries of its principals, or to any entity which acquires all, or substantially all, of Licensee assets in the market defined by the FCC. As to other parties, this Agreement may not be sold, assigned, or transferred without written consent of the Township of West Orange, which consent shall not be unreasonably delayed or withheld.

In the event of an assignment, Licensee shall be required to provide the Township of West Orange with notice including an address, contact, and telephone number within thirty (30) days. Licensee is also required to provide all documentation evidencing that the assignee or transferee is fully liable and accepts all the terms and conditions of the agreement within thirty (30) days of the assignment

7. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below.

8. Improvements. Licensee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for operation of the wireless communications system in accordance with applicable law. The Township of West Orange agrees to cooperate with Licensee with respect to obtaining any required approvals or courtesies for the Site and such improvements. Upon termination or expiration of this Agreement, Omnipoint shall remove its equipment and improvements and will restore the site to the same or better condition as exists on the Commencement Date, except for ordinary wear and tear, within ninety (90) days of such termination or expiration. However, the Township of West Orange, at its option, may request that the Successful Bidder leave all site improvements including the Tree Monopole. If the Township so requests, said improvements and structures shall become the property and responsibility of the Township of West Orange in their "as is" condition at the date the site is relinquished to the Township and an appropriate Bill of Sale shall be executed. Notwithstanding the foregoing, Omnipoint shall have the right to remove its antennas and equipment cabinets, which shall be considered Omnipoint's personal property.

9. Compliance with Laws. The Township of West Orange represents that it's property (including the Site), and all improvements located thereon, are in compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental

authorities. Licensee will comply with all applicable laws relating to its possession and use of the Site.

10. Interference. Licensee shall promptly resolve technical interference problems with other equipment located at or near the Site if interference is caused by Licensee. In addition, Township of West Orange will not use, nor will Township of West Orange permit its employees, tenants, licensees, invitees or agents to use, any portion of the Ellison Avenue Site in any way which unreasonably interferes with the operations of Licensee or the rights of Licensee under this Agreement. Township of West Orange will attempt to cause such interference to cease within five (5) business days after receipt of written notice of interference from Licensee. In the event such interference does not cease within the aforementioned cure period then the parties acknowledge that Licensee will suffer irreparable injury, and therefore, Licensee may have the right, in addition to any other rights that it may have at law or in equity, for the Township of West Orange's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Township of West Orange.

11. Utilities. Licensee shall pay for all utilities used by it at the Site. The Township of West Orange will cooperate with Licensee in its effort to obtain utilities from the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

12. Termination. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 13 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Township of West Orange, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Licensee; or

(c) by Licensee on sixty (60) days prior written notice for any reason, so long as Licensee pays the Township of West Orange a termination fee equal to twelve (12) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of termination of this Agreement by Licensee under any one or more of 12(b) Termination, 13 Default, 15(d) Hazardous Substances, 22 Severability, 23 Condemnation or 24 Casualty of this Agreement.

(d) Licensee may terminate this Agreement with thirty (30) days written notice to the Township of West Orange without further liability if Licensee does not obtain all governmental approvals needed which are within the control of the Township of West Orange after Licensee has taken all steps necessary and met all requirements needed to obtain such approvals, or if the Township of West Orange fails to have proper ownership of the site or authority enter into this Agreement.

13. Default. If either party is in default under this Agreement for a period of (a) twenty (20) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice

from the non-faulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

14. Indemnity.

(a) Licensee agrees to indemnify, defend and hold Township of West Orange and its employees, agents, and representatives harmless from and against any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the gross negligence, or intentional act of Township of West Orange, its employees, agents or independent contractors.

(b) Notwithstanding anything to the contrary in this Agreement, Licensee and Township of West Orange each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

15. Hazardous Substances.

(a) Township of West Orange represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Township of West Orange's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Township of West Orange and Licensee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to the party's activity conducted in or on the Property.

(b) The Township of West Orange and Licensee shall not introduce or use any substance, chemical or waste (collectively "Hazardous Substance") on the Property in violation of any applicable law. Each party agrees to indemnify and hold harmless the other from any contamination or hazardous conditions resulting in any environmental remediation, actions, or law suits that directly relate to or arise from the indemnitor's activities on the Property, except those caused by the indemnitee's negligence or willful misconduct.

(c) The indemnifications of this Paragraph 15 Hazardous Substances specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 15 Hazardous Substances will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for

Licensee's use, or if Licensee receives written notice of a violation of any governmental law or regulation, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Township of West Orange provided such condition is not present as a direct result of Licensee's facilities or use of the Premises and/or Property.

16. Environmental. The Township of West Orange and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs of damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the Indemnifying Party's 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 or liabilities or standards of contact with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect or (ii) any environmental or industrial hygiene conditions that arise out of or in any way related to the conditions of the property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party.

17. Taxes. Licensee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site.

18. Insurance. Licensee shall file a certificate of liability insurance with the Township of West Orange upon the execution of this Agreement. An insurance certificate shall confirm that cancellation of the subject insurance policy will not occur without at least a thirty (30) day prior written notice to the Township of West Orange. The insurance policy shall be a commercial general liability occurrence type insurance policy issued by a duly licensed company in the State of New Jersey, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. It shall state that the insurance company waives all rights of recovery against the Township of West Orange in connection with any damage covered by such party. All co-locators, upon execution of any agreement to co-locate at this Site, shall procure similar insurance at the same level and limits as the Licensees herein, and provide a certificate of liability insurance to the Municipal Clerk, Purchasing Director, Town Attorney and Township Engineer of West Orange. The Insurance certificate shall be due (5) days before any construction commences. All insurance shall be properly renewed no less than thirty (30) days before each anniversary during term of this agreement. All insurance certificates and coverages shall be subject to approval by the Town Attorney.

19. Maintenance. Licensee shall be responsible for repairing and maintaining the wireless communications system and any other improvements installed by Licensee at Site in a proper operating and reasonably safe condition. All property maintenance laws of the Township shall be strictly complied with.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of New Jersey; (c) This Agreement (including the Exhibits) constitutes the

entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) 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, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (e) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailed party.

21. Collateral Assignment. The Township of West Orange hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of any indebtedness ("Lender") borrowed by Licensee, whether now or hereafter existing, in and to the Installation and Licensee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide the Lender with a copy of any notice of default sent to Licensee within fifteen (15) days of said notice and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; (c) agrees to recognize Lender as Lessee under this agreement upon written election of Lender so long as any existing default has been cured as provided hereunder. The Township of West Orange hereby further agrees to permit Lender to inspect or remove from the Property any of the collateral in which Lender has been granted a security interest by Licensee in accordance with any security documents granted in favor of Lender, subject to the Township of West Orange's statutory liens. Licensee's assets, whether attached to or otherwise brought onto the premises, shall at all times remain personal property and shall not be considered fixtures, and at Licensee's option may be removed by Licensee at any time during the term hereof or any subsequent renewal terms.

22. Municipal Approvals and Aesthetics. Licensee shall install or extend any existing approved fence. The fence shall match any existing fence. Licensee shall plant dense landscaping along the new portion of the fence with an initial planting height six to eight feet, subject to the approval of the Township Planner. Licensee shall install three additional branches on the Tree Monopole tree, subject to the approval of the Township Planner.

23. Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

24. Condemnation. In the event the Township of West Orange receives notification of any condemnation proceedings affecting the Property, Township of West Orange will provide notice of the proceeding to Licensee within five (5) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses,

provided that any award to Licensee will not diminish Township of West Orange's recovery. Licensee will be entitled to reimbursement for any prepaid Rent on a prorated basis.

25. Casualty. Township of West Orange will provide notice to Licensee of any casualty affecting the Property within thirty (30) business days of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to the Township of West Orange, which termination will be effective thirty (30) days after written notice thereof is received by the Township. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee under Licensee's insurance policies on account thereof. Notwithstanding the foregoing, Licensee will not be entitled to any insurance proceeds under the Township of West Orange's insurance policies or any third party.

26. Exhibits and Drawings. The following Exhibits and Drawings are attached to and made part of this Agreement: Exhibit A - Site Description, Exhibit B - Property Name

27. Contingency of Agreement. This Agreement is contingent upon the Township obtaining full legal title to the property described in paragraph 1 of this Agreement and more particularly described in Exhibit A of this Agreement.

(Co-Location Agreements).

Drawing A - Bidder Name (equipment at) Property Name (Site).

THE TOWNSHIP OF WEST ORANGE:

BY: _____

The Honorable Mayor John F. McKeon
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

2/28/06

Date

ATTEST:

Nancy R. O'Hara
Nancy R. O'Hara, R.M.C.
The Clerk of the Township of West Orange
66 Main Street
West Orange, New Jersey 07052

2/28/06

Date

OMNIPOINT COMMUNICATIONS, INC.

BY: _____

Bryan J. Fleming
Director of Engineering & Operations
4 Sylvan Way
Parsippany, NJ 07054

2/17/06

Date

WITNESS:

Eileen Reynolds
Name and Title
Leasing Specialist
Eileen Reynolds

2/17/06

Date

EXHIBIT A

Site Name(s): Ellison Avenue Site
Property Name

Site Descriptions:

Site situated in the Township of West Orange, County of Essex, State of New Jersey commonly described as follows:

Block 170, Lot 501 (formerly Block 170, Lot 20)

Legal Description of Ellison Avenue Site:
Property Name

Sketch of Site:

See Drawing A: Omnipoint Equipment at Ellison Avenue Site attached hereto as LE1, LE2, LE 3, and LE 4.

The Township of West Orange

Initials

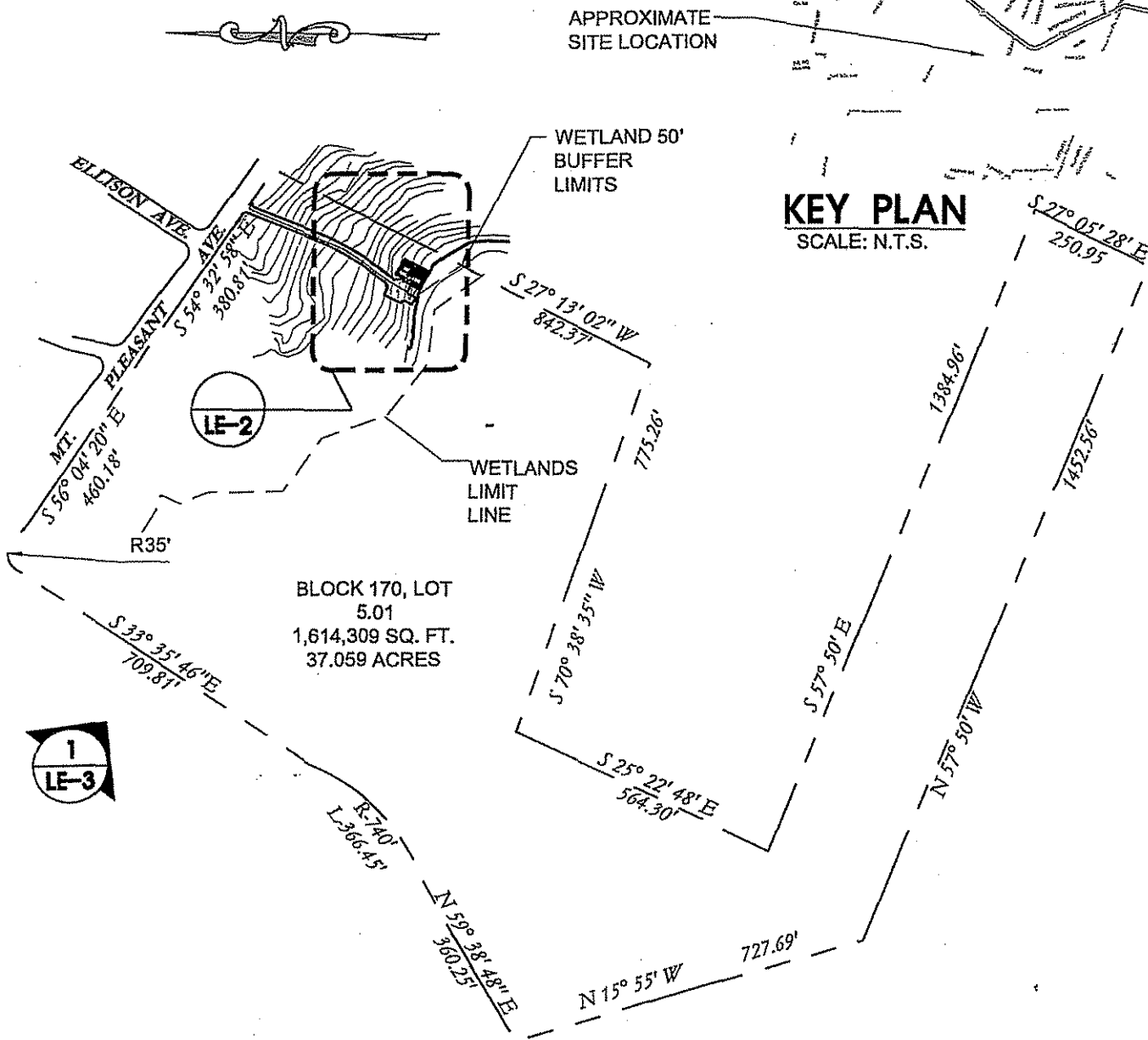
JAN

Omnipoint Communications, Inc.
Bidder Name

Initials

BA

Note: The Township of West Orange and Omnipoint Communications, Inc. may, at Omnipoint Communications, Inc.'s option, replace the Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
3. 24 / 7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
4. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
5. CONSTRUCTION DRAWING SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

SITE PLAN

SCALE: 1"=60'

NOTE:
LOCATION BASED SYSTEM
(E-911 EQUIPMENT) TO BE
INSTALLED (NOT DEPICTED)

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
SUITE 2
RANDOLPH, NEW JERSEY 07069
(973) 442-2222

REV. NO.	DATE	DWG. TITLE:		PROJECT NO:
		SITE PLAN		05113
△	9/22/05	SITE ID:	NJ-06-710	DRAWING NO: LE-1
△	9/20/05	CLIENT:	OMNIPOINT	
DATE:	9/20/05	SITE ADDRESS:	WEST ORANGE MT. PLEASANT AVE. WEST ORANGE, NJ	
DRAWN BY:	CAD			

PROPOSED PANEL
ANTENNAS (TYP. OF
2 PER SECTOR)



PROPOSED
EQUIPMENT
CABINETS ON A
4'X20' CONCRETE
SLAB

PROPOSED POST
MOUNTED PPC
CABINET & METER

PROPOSED 150'
TREE LIKE POLE



PROPOSED 12'
GATE

PROPOSED
UNDERGROUND
POWER AND
TELCO SERVICE
TO EXISTING
UTILITY POLE

EQUIPMENT PLAN

SCALE: 3/32"=1'-0"

NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
3. 24/7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
4. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
5. CONSTRUCTION DRAWING SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

LEASE AREA
10' X 20' = 200 SQUARE FEET

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
59 QUAKER CHURCH ROAD
SUITE 2
RANDOLPH, NEW JERSEY 07049
(973) 442-2222

REV. NO.	DATE
1	9/22/05
2	9/22/05
3	9/20/05
DATE: 9/20/05	
DRAWN BY: CAD	

DWG. TITLE:

EQUIPMENT PLAN

SITE ID:

NJ-06-710

CLIENT:



OMNIPPOINT

SITE ADDRESS:

WEST ORANGE
MT. PLEASANT AVE.
WEST ORANGE, NJ

PROJECT NO:

05113

DRAWING NO:

LE-2

PROPOSED 7'
CHAIN
LINK FENCE



PROPOSED
CINGULAR
WIRELESS
CABINETS ON
A CONCRETE
SLAB

PROPOSED
CRUSHED
STONE SURFACE

PROPOSED
CSC CABINET

PROPOSED
METER STACK

SECTOR
30°
FUTURE CARRIER

SECTOR
270°
15'

FUTURE CARRIER
20' 10'

SECTOR
150°
22'

54'

19'-6"

10'

39'

4'-3"

15'-3"

R5'

TOP OF TREE POLE
150' A.G.L.

147'-6" TO ϕ OF OMNIPOINT ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

137'-6" TO ϕ OF CINGULAR ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

127'-6" TO ϕ OF FUTURE ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

117'-6" TO ϕ OF FUTURE ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

PROPOSED 150 FT. HIGH
TREE-LIKE MONOPOLE

PROPOSED OMNIPOINT
CABLE BRIDGE

PROPOSED OMNIPOINT
EQUIPMENT ON CONCRETE SLAB

PROPOSED CINGULAR
CABLE BRIDGE

PROPOSED CINGULAR
EQUIPMENT ON
CONCRETE SLAB

NEW 7' CHAIN LINK
FENCE

NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
3. 24 / 7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
4. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
5. CONSTRUCTION DRAWING SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

1

LE-3

MONOPOLE ELEVATION

SCALE: 1"=20'

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
99 QUAKER CHURCH ROAD
SUITE 2
RANDOLPH, NEW JERSEY 07119
(973) 442-2222

REV. NO.	DATE
△	9/22/05
△	9/22/05
△	9/20/05
DATE:	9/20/05
DRAWN BY:	CAD

DWG. TITLE:

MONOPOLE ELEVATION

SITE ID:

NJ-06-710

CLIENT:



OMNIPOINT

SITE ADDRESS:

WEST ORANGE
MT. PLEASANT AVE.
WEST ORANGE, NJ

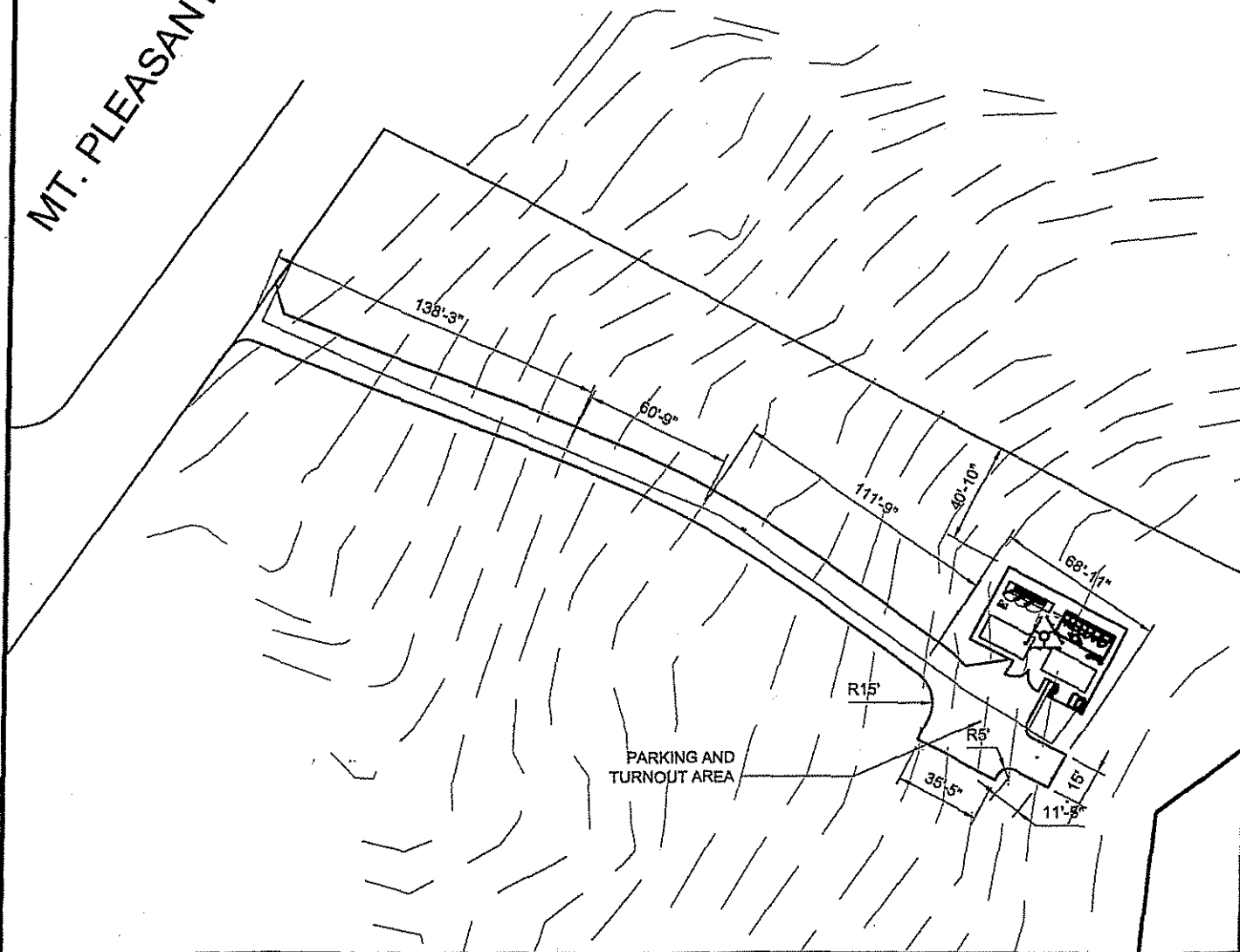
PROJECT NO:

05113

DRAWING NO:

LE-3

MT. PLEASANT AVE.



NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
3. 24 / 7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
4. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
5. CONSTRUCTION DRAWING SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.



ACCESS ROAD PLAN

SCALE: 1"=50'



REV. NO.	DATE	DWG. TITLE:	PROJECT NO:
		ACCESS ROAD PLAN	05113
△	9/22/05	SITE ID: NJ-06-710	DRAWING NO:
△	9/20/05	CLIENT: OMNIPOINT	LE-4
DATE: 9/20/05		SITE ADDRESS: WEST ORANGE MT. PLEASANT AVE. WEST ORANGE, NJ	
DRAWN BY: CAD			

EXHIBIT B

CO-LOCATION AGREEMENT

Ellison Avenue Site

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this _____ day of October, 2005 by New Cingular Wireless PCS, LLC ("New Cingular"), having an address at _____, and Omnipoint Communications, Inc. ("Omnipoint"), having an address at 4 Sylvan Way, Parsippany, New Jersey 07054, 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 Ellison Avenue Site ("Site") and has approved a lease to Omnipoint under a Ground Lease Agreement ("Ground Lease Agreement") for the purpose of constructing, managing and owning an Antenna for wireless communication purposes.

WHEREAS, this Agreement addresses certain obligations among Omnipoint, New Cingular, and the Township under Ground Lease Agreement and this co-location agreement.

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

1. Cellular Tree Monopole ("Monopole").

- (a) New Cingular and Omnipoint shall be responsible 100% of the costs and expenses associated with their equipment or other items used for the exclusive benefit of Omnipoint or New Cingular, respectively.
- (b) Omnipoint shall be responsible for the removal of the Monopole or any associated parts there of and restoration of the Ellison Avenue Site, normal wear and tear exempted. New Cingular is responsible for removing all its equipment at the end of this Agreement, normal wear and tear exempted.
- (c) Notwithstanding the forgoing provisions of this paragraph, if any cost or expense hereunder arises from negligence or intentional misconduct of New Cingular or Omnipoint or their respective employees, agents or representatives, New Cingular or Omnipoint shall be responsible for their share of such costs and expenses in proportion to their comparative responsibility.
- (d) The rent, payable at the initial rate of \$2,657 per month ("Initial Rent"), shall commence no later than the earlier of the following dates: (i) forty-five (45) days

after issuance of a building permit; or (ii) sixty (60) days after zoning and/or planning board approval. Rent is due no later than the first of each month payable to the Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer. The Initial Rent for each year, beginning in the sixth year and continuing in each Renewal Term, will increase by five percent (5%) per annum.

- (e) The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date ("Commencement Date") both Licensee and the Township of West Orange has executed this Agreement. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Licensee provides the Township of West Orange with notice of intention not to renew. This notice must be ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

2. Subsequent Co-Licensees.

- (a) Omnipoint shall have the right to reimbursement for construction costs of the Monopole. However, all rents shall be payable to the Township of West Orange. Township has the sole right to negotiate the rent. For purposes hereof, the effective date of subsequent co-Licensees' obligations hereunder shall commence on the Commencement Date under each subsequent Co-Licensee's Ground Lease Agreement ("Effective Date").
- (b) Prior to utilization by any subsequent Co-Locator of the Monopole for the provision of wireless telecommunications services, such subsequent Co-Locator shall sign an agreement which shall (i) be in form reasonably determined by Omnipoint, (ii) 100% of the rent is to be paid to the Township of West Orange, and (iii) Co-Locators agree to share the site development costs with Omnipoint, as specified in Paragraph 2(c) herein.
- (c) The Co-Locator shall pay, prior to its use of the Monopole or Monopole Site, as reimbursement to Omnipoint, an amount equal to its pro-rata share, based upon the numbers of users (i.e.) the Co-Locators and Omnipoint of the following costs and expenses (Pro Rata Reimbursement Payment):
 - (i) Development, design and construction of the Monopole and Site, 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 Monopole and Monopole Site (collectively "initial costs").
 - (ii) The Co-Locator shall pay annually, at the end of each calendar year, as reimbursement to Omnipoint, an amount equal to its pro rata share of the following costs and expenses: maintenance and repair of the Monopole and Monopole Site, as reasonably determined by Omnipoint; any

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

3. **Division and Sharing of Rent.** All rent shall be payable to the Township of West Orange. Co-Locators shall not pay rent to Omnipoint.

4. **Indemnification.** Omnipoint and New Cingular 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 arising from the installation, use, maintenance, repair or removal of the Communication Facility or resulting from the breach of Omnipoint's or New Cingular's obligations or failure to perform as required thereunder, except to the extent attributable to the gross negligence or intentional act of the Township of West Orange, its employees, agents or the Township of West Orange's independent contractors. Notwithstanding the forgoing, no Co-Locator or Omnipoint 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 paying rent to Omnipoint, the tree pole for municipal use. The Township of West Orange shall be responsible for the cost of its antennas and related equipment. Omnipoint shall place the Township's antennas on the pole, at no cost to the Township of West Orange, so long as such placement is done at the same time Omnipoint is placing its antennas on the monopole.

6. **Interference.**

(a) When New Cingular installs its communications equipment, including antennas, it shall reasonably cooperate with Omnipoint and any other prior existing Co-Locators. Moreover, New Cingular's communications equipment, including antennas, shall be installed in a manner that avoids and/or substantially and materially minimizes or eliminates any interference to Omnipoint and other prior existing Co-Locators. Omnipoint and New Cingular acknowledge that they are subject to the rules, regulations, directives, and policies of the Federal Communications Commission concerning interference and agree to abide by it. In the event any such interference does occur, the interfering party will promptly cease its operations except for intermittent testing. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the

injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference.

7. **Insurance.** Licensee shall file a certificate of liability insurance with the Township of West Orange upon the execution of this Agreement. An insurance certificate shall confirm that cancellation of the subject insurance policy will not occur without at least a thirty (30) day prior written notice to the Township of West Orange. The insurance policy shall be a commercial general liability occurrence type insurance policy issued by a duly licensed company in the State of New Jersey, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. It shall state that the insurance company waives all rights of recovery against the Township of West Orange in connection with any damage covered by such party. All co-locators, upon execution of any agreement to co-locate at this Site, shall procure similar insurance at the same level and limits as the Licensees herein, and provide a certificate of liability insurance to the Municipal Clerk, Purchasing Director, Town Attorney and Township Engineer of West Orange. The Insurance certificate shall be due (5) days before any construction commences. All insurance shall be properly renewed no less than thirty (30) days before each anniversary during term of this agreement. All insurance certificates and coverages shall be subject to approval by the Town Attorney.

8. **Default.** If any party is in default under this Agreement for a period of (a) twenty (20) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within the thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

9. **Counterparts.** This Agreement may be executed in several counterparts, all of which, when 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, 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:

Nancy O'Hara, Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

With Copy To:

Township Attorney
66 Main Street
West Orange, NJ 07052

If to Omnipoint:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With Copy to:

Omnipoint Communications, Inc.
4 Sylvan Way
Parsippany, New Jersey 07054
Attn: Lease Administration Manager

12. Termination. This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default;
- (b) by Omnipoint or New Cingular upon written notice to Township of West Orange, if Omnipoint or New Cingular is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Omnipoint or New Cingular.
- (c) By Omnipoint or New Cingular upon sixty (60) days prior written, for any reason, so long as Omnipoint or New Cingular pays the Township a termination fee equal to twelve (12) months rent.

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

TOWNSHIP OF WEST ORANGE

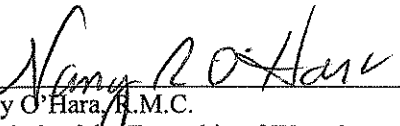
By: 
The Honorable Mayor John F. McKeon
66 Main Street
West Orange, New Jersey 07052

NEW CINGULAR WIRELESS PCS, LLC

By: 2/28/06
Name: _____
Title: _____

ATTEST:

WITNESS:

By: 
Nancy O'Hara, R.M.C.
The Clerk of the Township of West Orange
66 Main Street
West Orange, NJ 07052

By: 2/28/06
Name: _____
Title: _____

Omnipoint Communications, Inc.

ATTEST:

By: 
Name: Bryan J. Fleming
Title: Director of Engineering & Operations

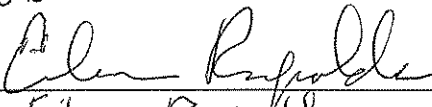
2/17/06
By: 
Name: Eileen Reynolds
Title: Leasing Specialist

Exhibit “B”



3530 Toringdon Way Suite 300
Charlotte, NC 28277

Phone: (704) 405-6552
Fax: (724) 416-6297
www.crowncastle.com

October 1, 2018

VIA email

TOWNSHIP OF WEST ORANGE NJ
66 MAIN ST
ATTN COMPTROLLER
WEST ORANGE, NJ 07052-5404

RE: BU 829142 / WO DPW Mt. Pleasant Ave / Mt. Pleasant Ave West Orange, NJ 07052 ("Site")
Ground Lease Agreement, dated , as amended ("Lease")
Consent for Subleasing

Dear TOWNSHIP OF WEST ORANGE NJ,

Pursuant to an agreement between T-Mobile USA Tower LLC ("TMO") and CCTMO LLC ("CCTMO"), CCTMO subleases and operates the tower site that is subject to the Lease on behalf of TMO. CCTMO is a Crown Castle company. CCTMO and its affiliates and subsidiaries own, manage and operate shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, CCTMO plans to sublease to Sprint Spectrum L.P. The sublease will not alter the character or use of the site nor will it change the nature of TMO's occupancy of the Site as lessee. Pursuant to section 2(b) of Exhibit B, the Township of West Orange receives 100% of the rent for subsequent Co-Locator. Based upon Sprint Spectrum's current application, the rent is expected to be \$1,950 a month.

TMO has authorized CCTMO to contact you and request consent to sublease to Sprint Spectrum L.P. Pursuant to Paragraph 6 of the Lease, TMO is required to obtain your consent. Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Therefore, CCTMO, on behalf of TMO, respectfully requests your consent to this sublease. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease.

Please indicate your consent by executing this letter where indicated below and return via email to Zachary.Plummer@crowncastle.com. Thank you for your continued cooperation with TMO and CCTMO. If you have any questions concerning this issue, please contact Zachary Plummer at (704) 405-6552 or Zachary.Plummer@crowncastle.com.

Sincerely,

Agreed and accepted _____

(Date)

Zachary Plummer

Real Estate Specialist

(Lessor's signature)