

RESOLUTION NO. 2014-501

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COMMUNICATION ANTENNA SITE LEASE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND NEW CINGULAR WIRELESS P.C., ATLANTA, GEORGIA.

WHEREAS, the City of Vineland (City) is the owner of certain property known as Block 108, Lot 4 which is the location of a Communications Antenna owned and operated by New Cingular Wireless, PCS, LLC, Atlanta, Georgia, (Provider) in accordance with an Antenna Site Lease Agreement dated August 5, 2008, and modified August 14, 2008, and March 19, 2009; and

WHEREAS, the Provider intends upon modifying and/or replacing equipment in accordance with an antenna plan dated October 20, 2014, by Master Engineering marked Exhibit "B" to a proposed lease amendment attached hereto and made a part hereof; and

WHEREAS, in consideration for the modification the Provider agrees to increase the rent payments in the amount of \$200.00 per month commencing on the first day of the month following the commencement of construction of said modifications; and

WHEREAS, the City Council of the City of Vineland finds it to be in the best interest of the City to permit said modifications.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Third Amendment to the Communication Antenna Site Lease Agreement in the form and substance as attached hereto and marked Exhibit "A."

Adopted:

President of Council

ATTEST:

City Clerk

Market: EPA/SNJ/DE
Cell Site Number: NJL03212
Cell Site Name: Vineland North
Fixed Asset Number: 10063522

THIRD AMENDMENT TO THE COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Vineland, a municipal corporation of the State of New Jersey, having a mailing address of 640 East Wood Street, Vineland, New Jersey 08362-1508 (“**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of, 575 Morosgo Drive NE, Atlanta, GA. 30324 (“**Carrier**”).

WHEREAS, City and Carrier entered into a Communications Antenna Site Lease, Agreement dated August 5, 2008, whereby City leased to Carrier a certain Site, therein described, that is a portion of the Property located at Block 108, Lot 4 on the tax map of the City of Vineland (“**Lease**”); and

WHEREAS on or about August 14, 2008 The City and the Carrier entered into the First Amendment to Communications Antenna Site Lease Agreement (“**First Amendment**”); and

WHEREAS, on or about March 12, 2009 The City and Carrier entered into the Second Amendment to the Communications Antenna Site Lease Agreement (“**Second Amendment**”) The Lease, First Amendment and Second Amendment are collectively referred to as the (“**Agreement**”); and

WHEREAS, City and Carrier desire to amend the Agreement to permit Carrier to add, modify and/or replace equipment; and

WHEREAS, City and Carrier desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, City and Carrier desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, City and Carrier, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Carrier agree as follows:

1. **Modification.** Carrier shall be permitted to add, modify and or replace equipment in accordance with certain design drawings and specifications dated October 20, 2014 and prepared by Maser which are attached hereto as Exhibit B and made a part hereof (“Designs and Exhibit B”). No changes other than those set forth on the Designs shall be permitted.

2. **Rent.** Commencing on the first day of the month following the date that Carrier commences construction of the modifications set forth herein (the “New Rent Commencement Date”), rent shall be increased by Two Hundred and No/100 Dollars (\$200.00) per month, subject to adjustments as provided in the Agreement.

3. **Limitations of Work; Inspection of Work.** No changes other than those set forth on the Designs shall be permitted. The City shall be permitted to inspect all work to assure compliance with Designs and all costs incurred by the City to assure compliance, including engineering and construction inspections shall be borne by the Carrier.

4. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Carrier: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Vineland North (NJ)
FA No: 10063522
575 Morosgo Dr. NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site Name: Vineland North (NJ)
FA No: 10063522
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: New Cingular Wireless PCS, LLC
Attn: Lease Administration, Mail Drop 370
Re: Cell Site Name: Vineland North (NJ)
FA No: 10063522
200 North Warner Road
King of Prussia, PA 19406

The copy sent to the Legal Department and Lease Administration is an administrative step which alone does not constitute legal notice.

If to the City:

640E Wood Street
PO BOX 1508
Vineland NJ
Attn: Business Admin. Water Utility

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

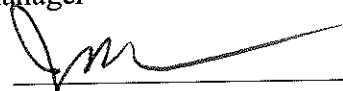
“CITY”

The City of Vineland

By: _____
Name: _____
Title: _____
Date: _____

“CARRIER”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By:  _____
Name: John Green
Title: Area Manager, Construction & Engineering
Date: 11/10/2014

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

CARRIER ACKNOWLEDGEMENT

Witnessed by:

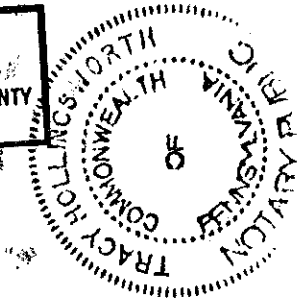
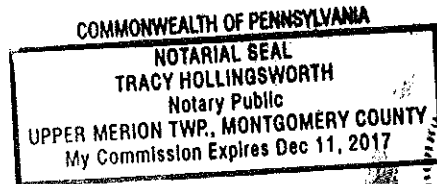
Carolyn VanGuz (Seal)

_____ (Seal)

Commonwealth of Pennsylvania, County of Montgomery ss:

I CERTIFY that on November 10, 2014, John Green, personally came before me and he acknowledged under oath, to my satisfaction, that he is the Area Manager, Construction & Engineering of New Cingular Wireless PCS, LLC, a limited liability company, the entity named in the within instrument, and that he/she signed and delivered this document as the voluntary act and deed of the said limited liability company.

Tracy Hollingsworth
Notary Public
My commission expires: 12/11/2017



CITY ACKNOWLEDGEMENT

1. Individual:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, 20____, _____ and _____ personally came before me and acknowledged under oath to my satisfaction, that this person (or each person):

- a) is named in and personally signed the attached document; and
- b) signed and delivered this document as his/her/their act and deed; and

Notary Public

Print Name: _____

My commission expires: _____

2. Corporation:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ of the corporation named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____.

Notary Public

Print Name: _____

My commission expires: _____

3. Partnership:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, 20____, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is a general partner of the partnership named in this document;
- b) this person personally signed the attached document; and
- c) this person signed and delivered this document as his or her act and deed as said general partner on behalf of said partnership.

Signed and sworn to before me on _____, _____.

Notary Public

Print Name: _____

My commission expires: _____

4. (a) Limited Liability Company – All Members or All Managers:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, 20____, _____ and _____ personally came before me and those persons acknowledged under oath, to my satisfaction, that they are all of the members [and all of the managers] of _____, a limited liability company, the entity named in the within document, and thereupon they acknowledged that they signed, sealed, and delivered the same as the act and deed of said limited liability company for the purposes therein expressed.

Notary Public

Print Name: _____

My commission expires: _____

(b) Limited Liability Company – Individual Manager:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, _____ personally came before me and he/she acknowledged under oath, to my satisfaction, that he/she is a manager of _____, a limited liability company, the entity named in the within instrument, and that he/she signed and delivered this document as the voluntary act and deed of the said limited liability company.

Notary Public

Print Name: _____

My commission expires: _____

5. Individual Acting as Attorney-in-Fact:

Witnessed or Attested by:

_____ (Seal)

_____ (Seal)

State of New Jersey, County of _____, ss:

I CERTIFY that on _____, 20__, _____ and _____ personally came before me and acknowledged under oath to my satisfaction, that this person (or each person):

- a) is the attorney-in-fact for _____ named in the attached document;
- b) personally signed the attached document;
- c) signed, sealed and delivered this document as his or her act and deed as said attorney-in-fact as the act and deed of his or her principal; and
- d) has no actual knowledge that his or her authorization as attorney-in-fact has been revoked or terminated by the death, disability, incompetence or other act of the principal.

Notary Public

Print Name: _____

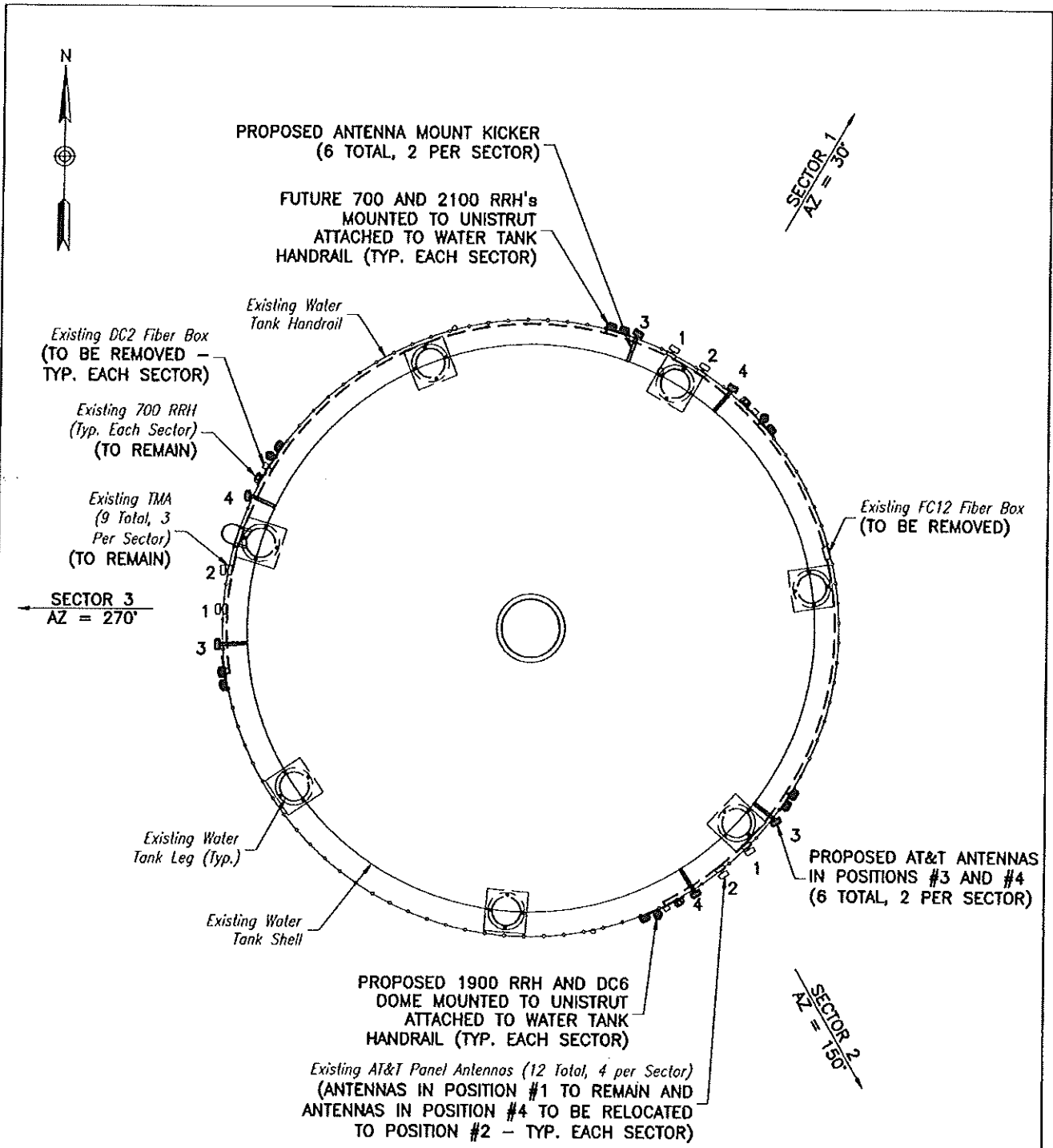
My commission expires: _____

EXHIBIT B
DESIGN

See attached exhibits comprised of 3 pages, last revision date October 20, 2014, prepared by Maser.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY CARRIER.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



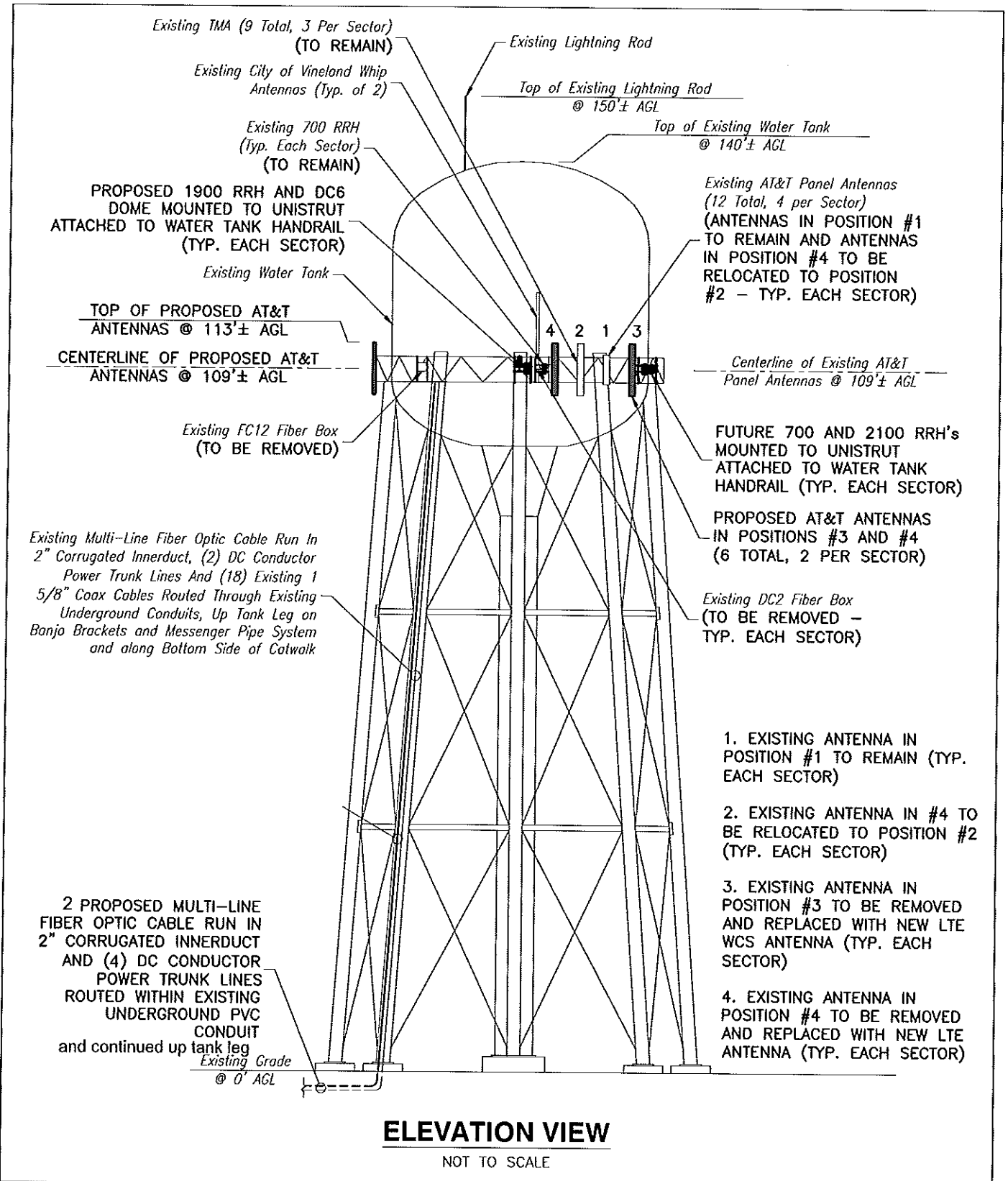
NOTE:
 THE PURPOSE OF THIS DRAWING IS FOR CONCEPT ONLY. ALL DIMENSIONS AND/OR LOCATIONS SHOWN ARE APPROXIMATE AND SUBJECT TO REGULATORY AGENCY REVIEW.

ANTENNA PLAN
 NOT TO SCALE



SITE NUMBER: NJL03212
SITE NAME: VINELAND NORTH
FA NUMBER: 10063522
71 WEST FOREST GROVE ROAD
VINELAND, NJ 08360

REVISION	DATE	
0	03/11/14	2C LEASE EXHIBIT VINELAND NORTH
1	10/20/14	
		DRAWN BY: RCG
		CHECKED BY: MPC
		SHEET NO. 1 OF 3
SCALE: AS NOTED		A/E PROJECT NO.: 12950285A



ELEVATION VIEW

NOT TO SCALE



SITE NUMBER: NJL03212
SITE NAME: VINELAND NORTH
FA NUMBER: 10063522
71 WEST FOREST GROVE ROAD
VINELAND, NJ 08360

REVISION	DATE
0	03/11/14
1	10/20/14

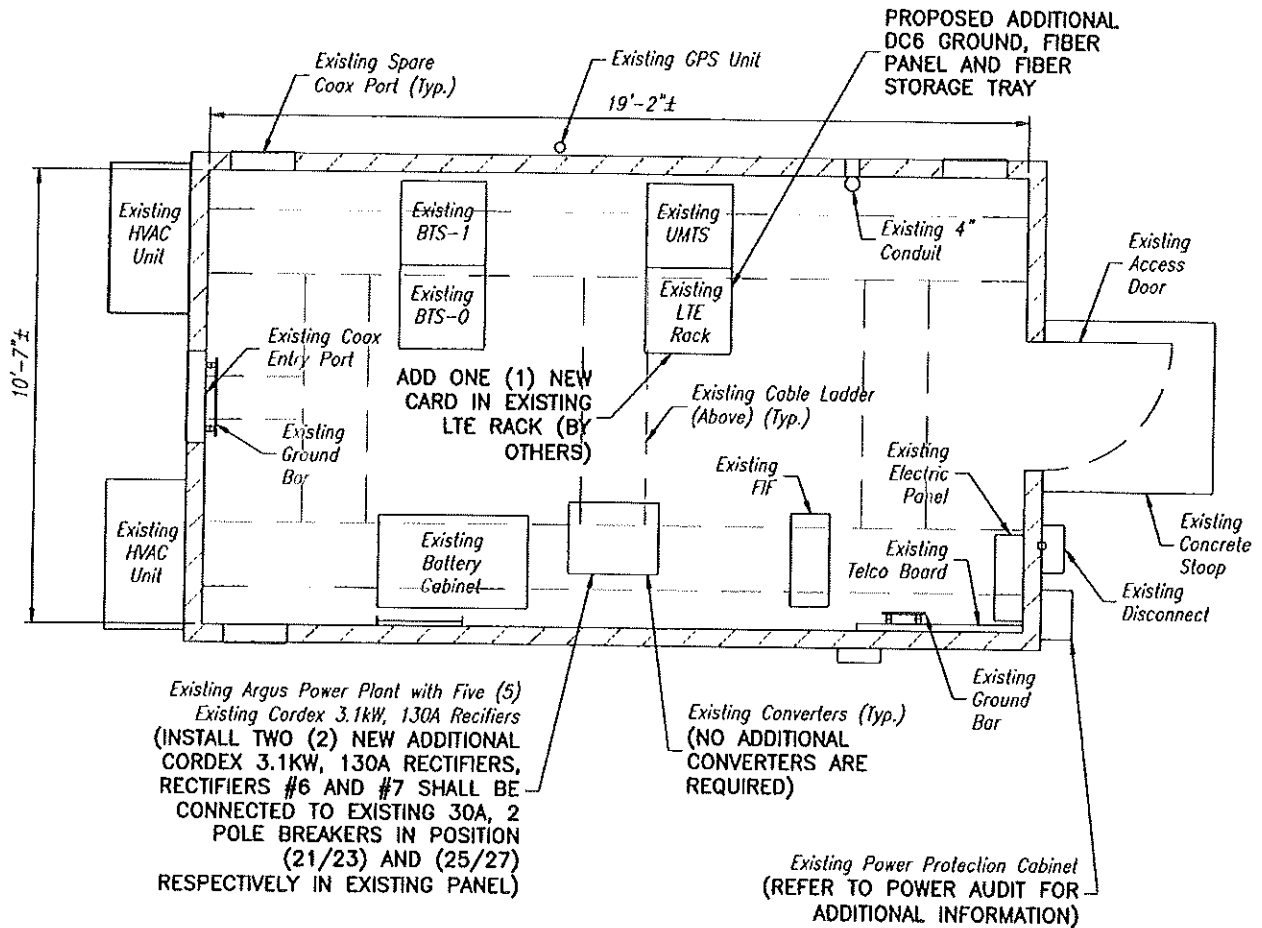
2C LEASE
EXHIBIT
VINELAND
NORTH

DRAWN BY: RCG
 CHECKED BY: MPC

SCALE: AS NOTED SHEET NO. 1 OF 3

A/E PROJECT NO.: 12950285A

**DC6 NOTE:
ADDITIONAL DC6 TO BE INSTALLED**



EQUIPMENT LAYOUT

NOT TO SCALE



SITE NUMBER: NJL03212
SITE NAME: VINELAND NORTH
FA NUMBER: 10063522
71 WEST FOREST GROVE ROAD
VINELAND, NJ 08360

REVISION	DATE
0	03/11/14
1	10/20/14

**2C LEASE
EXHIBIT
VINELAND
NORTH**

DRAWN BY: RCG

CHECKED BY: MPC

SCALE: AS NOTED

SHEET NO. 2 OF 3

A/E PROJECT NO.: 12950285A