

CITY OF VINELAND

RESOLUTION NO. 2015-157

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A COMMUNICATIONS ANTENNA SITE AGREEMENT BETWEEN T-MOBILE NORTHEAST LLC BELLEVUE, WASHINGTON AND THE CITY OF VINELAND

WHEREAS, T-Mobile Northeast LLC (Carrier) and the City of Vineland (City) entered into a Lease Agreement on June 17, 2002, whereby the City leased to Carrier a portion of City property located At 2245 Magnolia Rd., Vineland (Lease); and

WHEREAS, Carrier is desirous of modifying the Lease by the addition of 3 new T-Mobile panel antennas, among other modifications more specifically described in lease exhibit attached hereto; and

WHEREAS, the parties agree to adjust the rent in conjunction with the modifications to the Lease by an increase of \$2400.00 per year; and

WHEREAS, the City Council finds it to be in the best interest of the City to amend the Lease and increase the rent.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a First Amendment to the Lease Agreement in the form and substance as attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

Cell Site Number1CU6320A  
Cell Site Name: 2245 Magnolia Rd

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO THE COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT** ("First 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 T-MOBILE NORTHEAST LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street Bellevue, WA 98006, successor in interest to Omnipoint Communications Enterprises L.P., a Delaware limited partnership ("Carrier").

**WHEREAS**, City and Carrier entered into a Lease Agreement dated June 17, 2002, whereby City leased to Carrier certain Premises, therein described, that are a portion of the Property located at 2245 Magnolia Road in the City of Vineland, New Jersey ("**Agreement**"); and

**WHEREAS**, City and Carrier desire to amend the Agreement to permit Carrier to add, modify and/or replace equipment in order to be in compliance with any present federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, City and Carrier desire to amend the Agreement to permit Carrier to add, modify and/or replace equipment in accordance with certain design drawings attached and made a part of this First Amendment;

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

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

Cell Site Number 1CU6320A  
Cell Site Name: 2245 Magnolia Rd

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**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 to the Facilities.** Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this First Amendment, Carrier is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Carrier's facilities, all as more fully described and contemplated in Exhibit A-1.

**2. Limitations of Work; Inspection of Work.** No changes other than those set forth on the designs shall be permitted as set forth in Exhibit A-1. 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.

**3. Modification to Basic Fee.** As additional consideration for the modification and other rights set forth in this First Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Carrier's facilities, the Basic Fee will be increased by TWO HUNDRED and NO/DOLLARS (\$200.00) per month.

**4. Notices.** Carrier's Notice address(s) shall be deleted and replaced with:

If to Carrier to:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site Number: 1CU6320A

**5. General Terms and Conditions.**

Cell Site Number 1CU6320A  
Cell Site Name: 2245 Magnolia Rd

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(a). All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b). In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c). This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d). Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

The parties have executed this Amendment as of the Effective Date.

CITY:

CARRIER:

By \_\_\_\_\_

By:  \_\_\_\_\_

\_\_\_\_\_

Kerri Strike  
(Print Name)

\_\_\_\_\_  
(Print Title)

Area Director  
(Print Title)

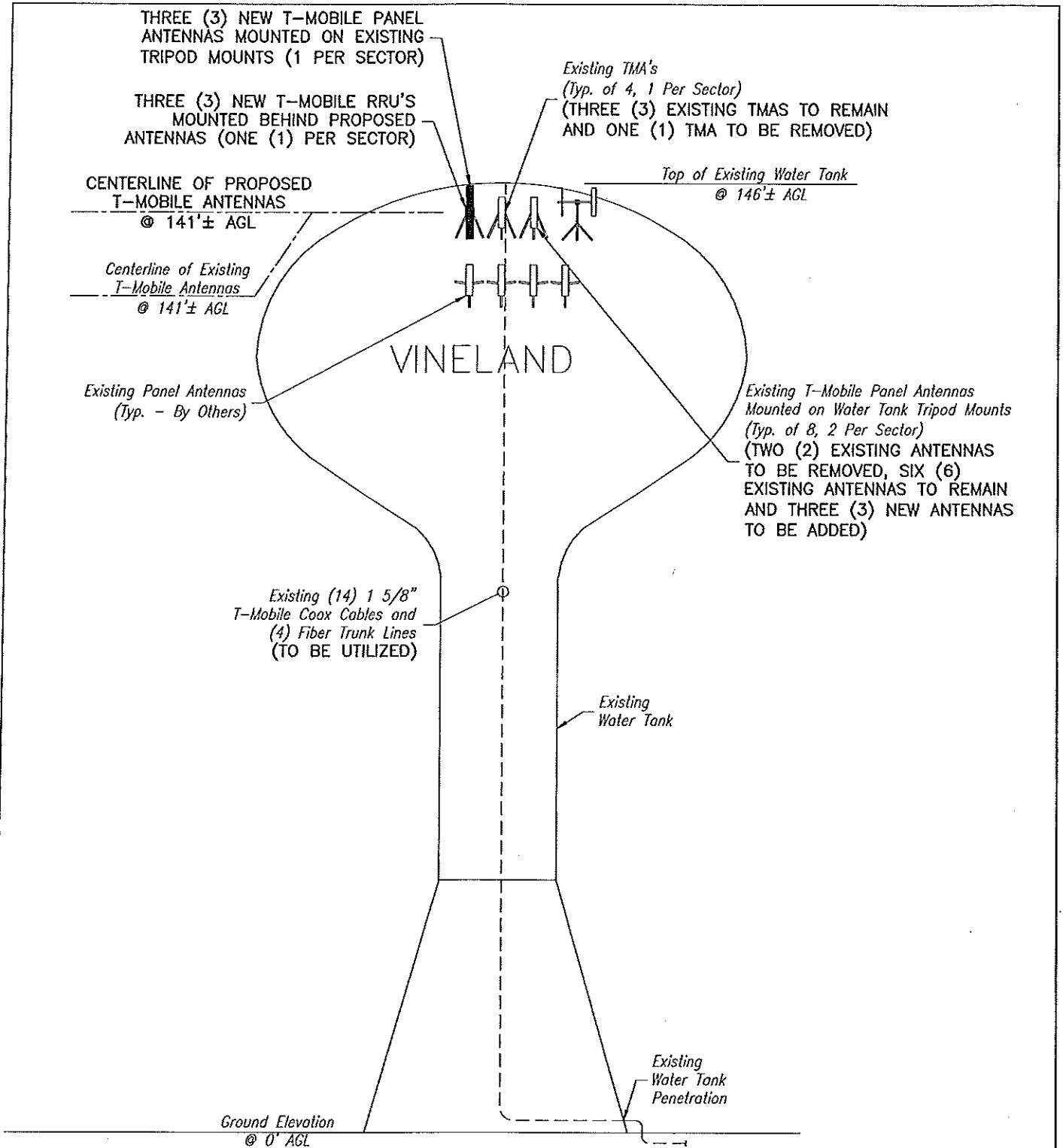
Dated: \_\_\_/\_\_\_/2015

(Date must be completed)

Dated: 3/24/2015

(Date must be completed)





**ELEVATION VIEW**

NOT TO SCALE

NOT FOR CONSTRUCTION

**T-Mobile**

T-MOBILE NORTHEAST LLC  
400 STREET ROAD, BETHLEHEM, PA 19220  
Tel (215) 633-5200 Fax (215) 633-5363

**MASER**  
CONSULTANTS, INC.  
Civil, Mechanical & Environmental Engineers  
Planners & Surveyors & Landscape Architects  
2000 Ardmore Drive, Suite 100  
Mt. Laurel, N.J. 08054  
856-797-0412

**SITE NAME: WATER TANK - NEW ITALY**  
**SITE NUMBER: 1CU6320A**  
**MAGNOLIA ROAD AT PAGLIUGHY PARK**  
**VINELAND, NJ 08361**

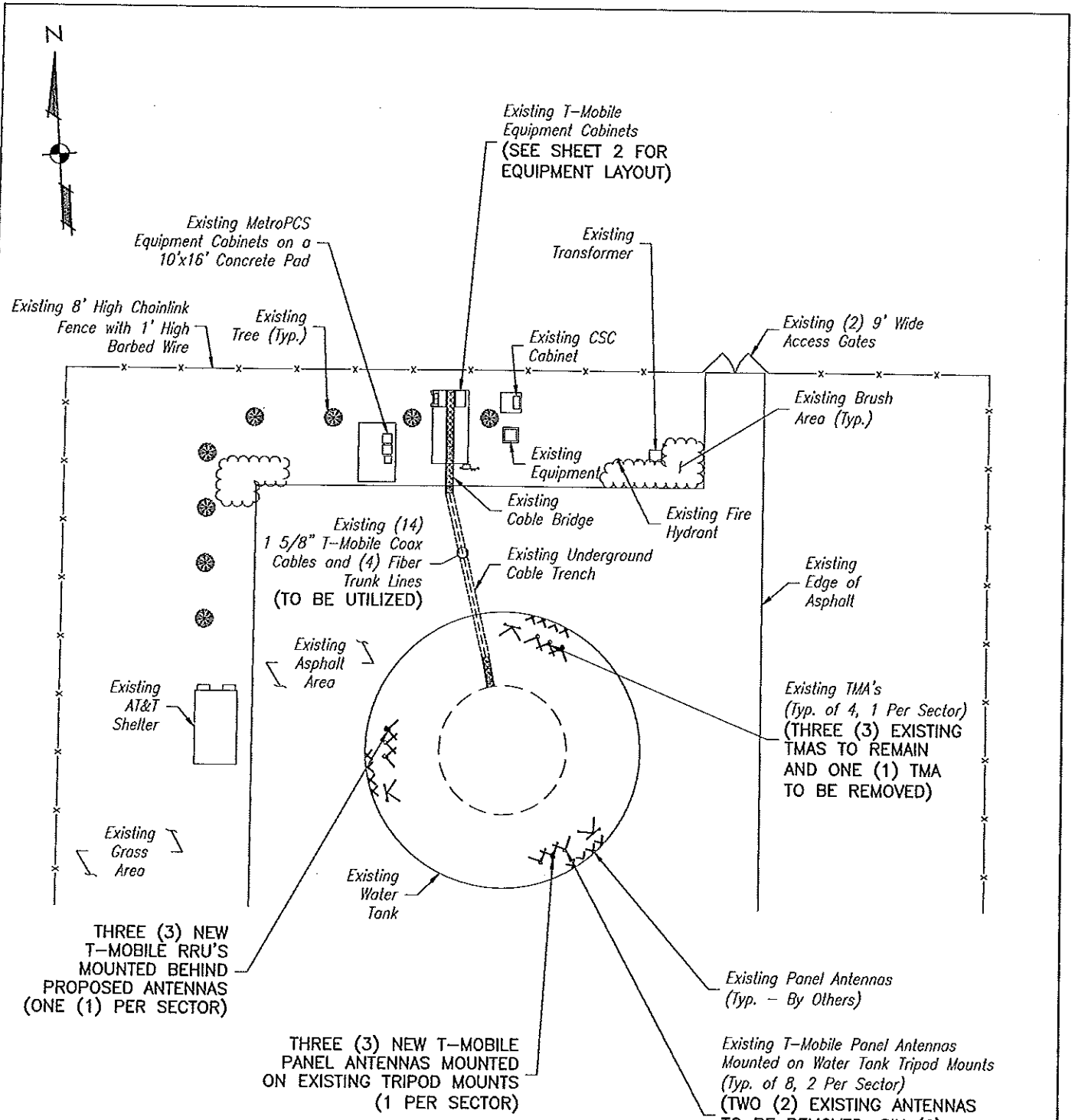
REVISION	DATE	LEASE EXHIBIT
A	03/05/15	
		DRAWN BY: MSG
		CHECKED BY: SMS
SCALE: AS NOTED		SHEET NO. 3 OF 3
A/E PROJECT NO.: 14921035A		

Cell Site Number1CU6320A  
Cell Site Name: 2245 Magnolia Rd

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EXHIBIT A-1

(SEE ATTACHED)



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

**COMPOUND LAYOUT**

NOT TO SCALE

NOT FOR CONSTRUCTION



**SITE NAME: WATER TANK - NEW ITALY**  
**SITE NUMBER: 1CU6320A**  
**MAGNOLIA ROAD AT PAGLIUGHI PARK**  
**VINELAND, NJ 08361**

REVISION	DATE
A	03/05/15

**LEASE EXHIBIT**

DRAWN BY: MSG  
 CHECKED BY: SMS

SCALE: AS NOTED SHEET NO. 1 OF 3

A/E PROJECT NO.: 14921035A

