Market: NY/NJ Cell Site Number: LI-6238 Cell Site Name: Syosset (NY) Fixed Asset Number: 14644731

### RECEIVED

AUG 2 7 2021

INC VILLAGE OF OYSTER BAY COVE

### OPTION & LAND LEASE AGREEMENT

THIS OPTION & LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Incorporated Village of Oyster Bay Cove, an incorporated village, having a mailing address of 68 West Main Street, Oyster Bay, NY 11771 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Oyster Bay Cove Police Station, Northern Boulevard/Berry Hill Road, Oyster Bay Cove, NY, in the County of Nassau, State of New York (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. Option to Lease. (a) In consideration of the payment of Ten Dollars and 00/100 Dollars (\$10.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the Effective Date and ending twelve (12) months from such date (the "Option Period").
- (b) During the Option Period, Tenant may exercise the Option by so notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.
- 2. <u>LEASE OF PREMISES.</u> Landlord hereby leases to Tenant a certain portion of the Property containing approximately nine hundred (900) square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility.
- monopole communications tower facility (with expansion ability to one hundred (100) feet) (the "Tower") using concealment technology in the form of a "faux" evergreen tree native to Long Island with three (3) "faux" branches and foliage per foot to conceal all external antenna, panels, trays, cables, support rods, crossbars, port holes, splitters, couplers and attenuators and any other equipment external to the Tower mast, which shall be painted or have applied material to simulate tree bark indigenous to the area. "Faux" branches shall commence at 40 feet AGL and surround the Tower in a multi-dimensional pyramid shape pattern to the top of the Tower, with branches and foliage material in length, width and depth sufficient to obscure physical view of the Tower, antenna elements and brackets. Tenant and any subtenants, licensees, and customers shall use antenna wraps/socks on all panel antennas Tenant shall provide design sketches to Landlord in advance of construction or any modification for prior approval by Landlord specifically for the concealment technology meeting the above specified parameters, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant may also use the Premises for transmission and reception of communications signals and the installation, construction maintenance, operation,

repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises, subject to the concealment requirements above (collectively, with the Tower, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, subject to the concealment requirements above (collectively, the "Permitted Use"). Exhibit 1 includes drawings of the initial proposed installation of the Communication Facility including the concealment elements of the Tower, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

- (b) Landlord acknowledges that Tenant is constructing an 80 foot concealed monopole that is extendable to 100 feet. In the event Tenant or any other carrier obtain approval from Landlord to extend the Tower, Tenant shall be allowed to relocate its antennas to the top position at 100 feet on the Tower, while modifying/maintaining the previously described concealment technology to be consistent with a 100 foot Tower.
- (c) Any sublessee or licensee of Tenant who installs additional antenna(s) on the Tower must separately lease ground space from the Landlord adjacent to the Premises on terms to be negotiated between the Landlord and such third party. Tenant may NOT collocate any sublessee or licensee ground equipment cabinets, shelters, generators, or other ground mounted equipment anywhere within the Premises.

### 4. TERM.

- (a) The initial lease term will be five (5) years ("Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.
- (b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.
- (c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall

continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to 150% of the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

### 5. RENT.

- (a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, Five Thousand and No/100 Dollars (\$5,000.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
- (b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Two and One Half percent (2.5%) over the Rent paid during the previous year.
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.
- (d) Tenant agrees to pay Landlord a one-time fee in the sum of Five Thousand and No/100 Dollars (\$5,000.00) for Landlord's actual and reasonable legal fees related to the review and negotiation of this Agreement. Payment will be made to Landlord within forty-five (45) days following the Effective Date.

### 6. APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- 7. 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 Section 16 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant 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 or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to nine (9) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 7(d) Termination, 12(d) Environmental, 19 Condemnation or 20 Casualty.

### 8. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the insurance as provided for in Exhibit "8" attached hereto.

### 9. INTERFERENCE; RF EMISSIONS.

- (a) Tenant shall supply to Landlord at the time of execution of this Agreement a list of all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") for use on the Property. Notwithstanding the designation of frequencies per this section, Landlord has advised Tenant that its proposed installation is in the proximity of Landlord's Public Safety Communications Facilities, and therefore, Tenant agrees that it shall notify Landlord of any proposed changes or additions to the frequencies that Tenant will be transmitting at the Premises, and such notification shall include a 3<sup>rd</sup> order harmonic study an intermodulation study showing that the proposed changes or additions to Tenant's frequencies at the Premises shall cause no interference to Landlord's Public Safety Communications Facilities.
- (b) The installation, maintenance and operation of Tenant's Equipment shall not unreasonably interfere in any other manner whatsoever, with the equipment, facilities or operations of Landlord, including but not limited to Landlord's existing public safety facilities and equipment adjacent to the Property. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of Tenant's Equipment shall interfere:
- (i) with Landlord's public safety equipment or other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, Tenant shall upon request from Landlord via telephone to Tenant's Network Operations Center (at 800-638-2822) immediately reduce power or cease operations of the interfering equipment until the interference is cured, (except for intermittent testing), and do whatever Tenant deems necessary to eliminate or remedy such interference. (ii) with any public safety radio communications systems and equipment installed at the Property after the Term Commencement Date of this Agreement, Tenant and Landlord shall cooperate fully with the other to remedy the interference. If Landlord provides reasonable evidence that the interference is being caused by TENANT's communication equipment Tenant take all reasonable steps it deems necessary to cure such interference.
- (c) Landlord agrees that Landlord and other occupants of the Property will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to the then existing equipment of Tenant.

Without limiting any other rights or remedies, if interference occurs to Tenant's communication equipment and continues for a period in excess of 48 hours following notice to Landlord via telephone to Landlord at (516.322.0505 or chiefcronin@oysterbaycove.net), the Landlord shall, or shall require any other user, to reduce power or cease operations of the interfering equipment until the interference is cured.

(d) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore the Parties shall have the right to equitable remedies such as, without

limitation, injunctive relief and specific performance. In no event will Landlord be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue.

- (e) Tenant is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards as well as all applicable rules and/or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near the Premises. Tenant agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Communication Facility and for repairs to its Communication Facility at the Premises and installation of required safety signage. Tenant will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations.
- (f) Upon completion of the installation of Tenant's Communication Facility, and once per Term thereafter upon the anniversary date of this Agreement, Tenant shall cause an independent contractor to conduct a health and safety study to confirm that Tenant's Communications Facility is in conformance with the applicable guidelines of the FCC. A copy of the results from the foregoing study will be provided to Landlord within thirty (30) days after Tenant's receipt of such results. Thereafter, during the Term, Tenant shall be required to comply with all then-applicable radio frequency emission standards adopted by the federal government pertaining to radio frequency emissions.
- (g) Tenant shall not use the Premises in any way that unreasonably interferes with the use of the Property by Landlord; provided however, that Landlord hereby acknowledges that Tenant's permitted use of the Premises under this Agreement shall not constitute impermissible interference by Tenant. Tenant shall resolve any technical interference problems directly arising from Tenant's installation of its telecommunications equipment with any equipment of the Landlord presently located at the Property after receipt of notice of the alleged interference. Tenant and Landlord acknowledge that there may be collocation of equipment from other telecommunication providers on the Tower and on property adjacent to the Premises in the future. In entering into any agreement with a collocator for ground space adjacent to the Tower, Landlord, in conjunction with Tenant will ensure site compatibility with the installation of equipment to ensure that the collocation will not result in technical interference problems. Tenant shall operate the Tenant's Communications Facilities in a manner that will not cause interference to Landlord and other collocators on the Tower and adjacent to the Premises, provided that their installations predate that of the Tenant's Communications Facilities and operate within their permitted frequencies and in accordance with all applicable laws. In the event interference by Tenant occurs, Tenant agrees to take all action necessary to eliminate such interference as provided above. In the event Tenant fails to comply with this section, Landlord may pursue any other remedies available under this Agreement, at law, and/or at equity. All operations by Tenant shall be in compliance with all applicable FCC federal, state and local requirements.

### 10. INDEMNIFICATION.

- (a) Tenant agrees to indemnify, defend and hold Landlord its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions which arise out of or is claimed to arise out of any undertaking, product, work supplied, furnished or performed by the Tenant or its subcontractors and/or agents, liability, damages, loss, claims, reasonable attorneys' fees, demands and actions on account of personal injury, death or property loss to the Landlord, its officers, employees, agents or to any other third parties, or Landlord's property, except to the extent attributable to or resulting from the negligent acts or omissions of Landlord, or Landlord's employees, officers, agents, tenants or independent contractors. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature for tort, under contract, for strict liability or other liability under applicable statute, rule, regulation or order.
- (b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with

such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

### 11. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default beyond any applicable cure or grace period, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

### 12. ENVIRONMENTAL.

- (a) Landlord represents and warrants, except as may be identified in **Exhibit 12** attached to this Agreement, (i) the Property, as of the Effective Date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, 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 ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 12(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnifications of this Section 12 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 Section 12 will survive the expiration or termination of this Agreement.

- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
- ACCESS. (a) At all times throughout the Term of this Agreement, Tenant and its employees, agents, and 13. subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 13; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.
- **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

### 15. MAINTENANCE/UTILITIES/FENCING/LANDSCAPING.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.
- (b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five

- (45) days of receipt of the usage data and required forms. As noted in Section 5(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
- (c) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.
- (d) In the event Tenant desires to install a backup generator on the Premises, such generator at a minimum must be natural gas powered, water cooled unit with noise suppression components that comply with the then-applicable code requirements. Any generator not meeting those requirements shall not be installed without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any air conditioners or generators must be installed within an equipment shelter; ventilation openings should be installed with cowling silencers. All noise generating equipment should be further shielded using the benefit of barrier material on the fence. Low noise blowers must be installed on the HVAC units to reduce their sound behind a sound-baffling fence.
- (e) Tenant shall construct an eight (8) foot high opaque fence around the Premises with a single ingress/egress point which shall be a color and with materials approved by Landlord in advance (which shall not be unreasonably withheld, conditioned or delayed) and contain no signage except as permitted herein or as required by law. The exterior of the fence shall be landscaped with native Long Island shrubbery reasonably approved by Landlord at four (4) foot intervals.

### 16. **DEFAULT AND RIGHT TO CURE.**

- (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 13 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 9 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period,

Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

- ASSIGNMENT/SUBLEASE. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Tenant may assign this Agreement to any entity which acquires all or substantially all of Tenant's assets, which may include wireless licenses, in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Landlord, but with notice to Landlord. . As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Tenant may sublet space on the vertical Tower portion of the Premises in Tenant's sole discretion. Notwithstanding the foregoing or anything stated in this Agreement, Landlord shall only have the right to assign this Agreement if such assignment is in connection with a sale of the entire Property and the assignee assumes all of the obligations hereunder. Landlord may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal and state laws, and other administrative details, without consent of Tenant.
- 18. NOTICES. All notices, requests and demands 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 Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: LI-6238; Cell Site Name: Syosset (NY)

Fixed Asset No.: 14644731

1025 Lenox Park Blvd. NE, 3rd Floor

Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Department

Re: Cell Site #: LI-6238; Cell Site Name: Syosset (NY)

Fixed Asset No.: 14644731

208 S. Akard Street

Dallas, Texas, 75202-4206

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

If to Landlord:

Village Clerk – Joanne A. Casale Village of Oyster Bay Cove 68 W. Main Street, Suite 3

PO Box 66

Oyster Bay, NY 11771

With a copy to:

Village Attorney - Christopher G. Wagner, Esq.

Humes & Wagner, LLP 147 Forest Avenue Locust Valley, NY 11560

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.

- 19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, 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 Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property 20. within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.
- 21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

### 22. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 22. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise,

privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

- (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.
- (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- (d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 22(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 16(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).
- (f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 18 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration -- Taxes Re: Cell Site # LI-6238; Cell Site Name: <u>Syosset (NY)</u> Fixed Asset No: 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor Atlanta, GA 303219

- (g) Notwithstanding anything to the contrary contained in this Section 22, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.
- 23. MAINTENANCE BOND. Tenant shall be required, prior to the Term Commencement Date, to furnish a performance bond or irrevocable letter of credit naming Landlord as beneficiary in the sum of \$50,000.000 ("Landlord's Bond") which shall provide language, inter alia, stating it is for the purpose of assuring the removal of the Tower and Communications Facility in the event of termination of this Agreement for any reason. Landlord's Bond shall be renewed annually during the Term of the Agreement and failure to renew shall constitute a default hereunder. In the event Tenant must provide a bond or irrevocable letter of credit to any federal, state, local government and/or regulatory entities to obtain requisite Governmental Approvals for the same purpose and in the same amount at a minimum, Landlord's Bond requirement shall not apply.
- **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**") which Landlord is prepared to accept, Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

### 25. <u>MISCELLANEOUS.</u>

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 25b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- (g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.
- (I) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
- (n) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

- (o) No Additional Fees/Incidental Fees. Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.
- (p) Further Acts. Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

### "LANDLORD"

The Incorporated Village of Oyster Bay Cove

Print Name: Charles Goulding

Its: Mayor

4 Date:

### "TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Debot A Monro

Print Name: Robert A. Manzo

Its: Director-Construction and Engineering

Date: 10/1/2021

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

### TENANT ACKNOWLEDGMENT



| State of New York )  | Modified in Mod 228 Pool 28 Pool 20 Pool 28 Pool 20 Pool 28 Pool 20 Po |
|--|--|
| ) ss.:   | COMMISSION E   |
| County of Nassau )   |  |
| On the day of Odd in the year 2021 Robert A. Manzo, personally known to me or proved to me individual(s) whose name(s) is (are) subscribed to the within ins executed the same in his/her/their capacity(ies), and that by individual(s), or the person upon behalf of which the individual(s) Notary Public | on the basis of satisfactory evidence to be the trument and acknowledged to me that he/she/they his/her/their signature(s) on the instrument, the  |
| Printed Name:  |  |
| My Commission Expires:   |  |
|  |  |
|  |  |
| LANDLORD ACKNOWL   | EDGMENT  |
| State of New York)   |  |
| County of NUSSAU)  |  |
| On the $24$ day of $Nov$ . in the year 2021  | before me, the undersigned, personally appeared  |

Notary Public

Printed Name: Lisa Schoen

My Commission Expires: 05/09/2012

LISA SCHOEN

Notary Public, State of New York No. 01SC5025467

Qualified in Nassau County
Commission Expires May 09 2022

Mayor Charles Goulding personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the

individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

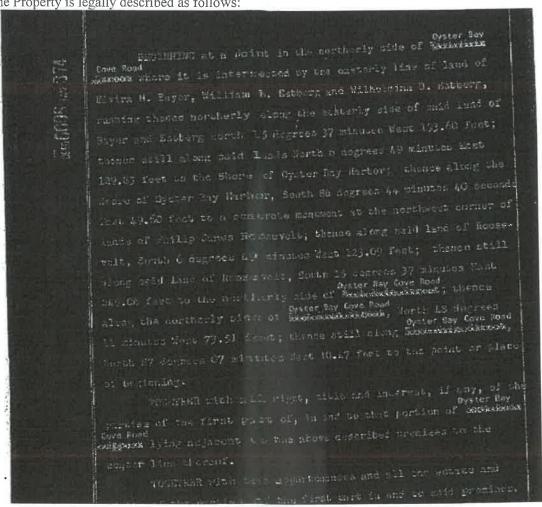
### **EXHIBIT 1**

### **DESCRIPTION OF PREMISES**

| Page of |
|---------|
|---------|

\_\_\_\_, 2021 by and between The Incorporated to the Land Lease Agreement dated Village of Oyster Bay Cove an incorporated village, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant,

The Property is legally described as follows:

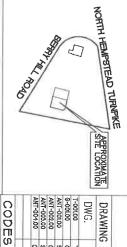


### The Premises are described and/or depicted as follows: Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 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



# ADDRESS: 258 ROUTE 25A, OYSTER BAY, NY 11771 SITE ID#: LI-6238A



PLOT PLAN

SHE ROOMATIN

| OYSTER BAY, NY 31771         |                             |            |                                 |           |
|------------------------------|-----------------------------|------------|---------------------------------|-----------|
| 258 ROUTE 25A,               | GROUNDING DETAILS AND NOTES | 6-001.00   |                                 |           |
| SITE ADDRESS:                | ELECTRICAL ONE LINE DIAGRAM | E-001.00   | CONCRETE PAD LAYOUT AND DETAILS | NT-004.00 |
| PROJECT INFORM               | GENERATOR SPECS,            |            | SITE ELEVATION                  | NT-003.00 |
| מססורסד ואורססו              | GENERATOR SPECS.            |            | COMPOUND PLAN                   | NT-002.00 |
| NATIONAL CODES AS APPLICABLE | RF CHART                    |            | SITE PLAN                       | N1-001.00 |
| BE IN CONFORMANCE WITH LOCAL | EQUIPMENT AND ANTENNA SPECS | ANT-006,00 | GENERAL NOTES                   | -001.00   |
| AT GRADE.                    | DETAILS                     | ANT-005.00 | TITLE SHEET                     | -001,00   |
| INSTALLATION OF A BOYOF TALL | DWG. TITLE                  | DWG.       | DWG. TITLE                      | DWG.      |
| SCOPE OF WORK                |                             |            | DRAWING TITLES                  | DRAWING   |
|                              |                             |            |                                 |           |

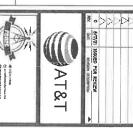
| CONSTRUCTION DRAWINGS           | TION D     | RAWINGS                     |  |
|---------------------------------|------------|-----------------------------|--|
| AG TITLES                       |            |                             | SCOPE OF WORK:   |
| DWG. TITLE                      | DWG.       | DWG. TITLE                  | INSTALLATION OF A 80-0" TALL MONOPINE. INSTALLATION OF A FENCEO IN EQUIPMENT COMPOUN |
| TITLE SHEET                     | ANT-005.00 | DETAILS                     | AT GRADE   |
| GENERAL NOTES                   | ANT-006,00 | EQUIPMENT AND ANTENNA SPECS | BE IN CONFORMANCE WITH LOCAL STATE AND   |
| SITE PLAN                       | ANT-007,00 | RF CHART                    | NATIONAL CODES AS APPLICABLE   |
| COMPOUND PLAN                   | ANT-008.00 | GENERATOR SPECS,            |  |
| SITE ELEVATION                  | ANT-008.00 | GENERATOR SPECS.            | TROSECT INTORMATION:   |
| CONCRETE PAD LAYOUT AND DETAILS | E-001.00   | ELECTRICAL ONE LINE DIAGRAM | SITE ADDRESS.  |
|                                 | 6-001,00   | GROUNDING DETAILS AND NOTES | 258 ROUTE 25A,   |
|                                 |            |                             | OYSTER BAY, NY 11771   |
| S & STANDARDS.                  |            |                             | SECTION  |



APPLICANT:
NEW CINGULAR WIRELESS PC5, LLC (d/b/g AT&T)
1 ARX TWAY
| BEDMINSTER, NJ 07821 PROJECT MANAGER: CENTERLINE COMMUNICATIONS VICTORIA BRENNAN (516) 557-2388 PROJECT COORDINATOR: FORCE INDUSTRIES JOHN HONSBERGER (873) 278-8620 UTILITY COMPANY: PSE&G OF LONG ISLAND PROPERTY CONTACT: T.B.D. PROPERTY OWNER:

LOCATION MAP

SHE COCK HON











DRAWINGS
SITE INFORMATION:
258 ROUTE 26A
OYSTER BAY, NY 11771

| 18SSNB009 | No.   |       |
|-----------|-------|-------|
| 5/17/21   | 1     |       |
|           | SHEET | TITLE |

T-001.00

AERIAL MAP

BOR

# GENERAL CONSTRUCTION NOTES:

- 1. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILLARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPARCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT COORDINATOR AND ENGINEER OF RECORD.
- 2. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMETY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- 4. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLIDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- F THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE THE PROJECT COORDINATOR AND ENGINEER OF RECORD.
- 7. THE CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND TI CABLES, GROUNDING GABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY, CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR, ROUTING OF TRENCHING SHALL BE APPROVED BY CONTRACTOR
- 8. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO THE SATISFACTION OF OWNER.
- 9. THE CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNERS DESIGNATED LOCATION.
- 10. THE CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE [ACI] 301.
- 12. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS UNLESS OTHERWISE SPECIFIED. ALL CONCRETING WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
- 3. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS
- CONSTRUCTION SHALL COMPLY WITH SCOPE OF WORK 25736-000-3P5-A00Z-00001, "GENEI CONSTRUCTION SERVICES.
- 15. THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK, ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED, THE CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- 16. NOT ALL NOTES LISTED ABOVE APPLY TO ALL SITES

## SITE WORK GENERAL NOTES:

- 1. SUBSURFACE UTILITIES WERE NOT LOCATED OR SURVEYED, PERSONS DEPENDING ON THIS DOCUMENT SHOULD CONTACT THE LOCAL UNDERGROUND UTILITY LOCATING AGENCY PRIOR TO COMMENCING ANY EARTH MOYING OPERATIONS OR OTHER NEW CONSTRUCTION ACTIVITIES, CALL THE FOLLOWING FOR ALL PRE-CONSTRUCTION UNDERGROUND UTILITY LOCATING; DIG SAFELY NEW YORK, 1-800-862-7962 OR BII.
- 2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR, EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING FIERS AROUND OR NEAR UTILITIES. THE SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A! FALL PROTECTION B! CONFINED SPACE C! ELECTRICAL SAFETY D! TRENCHING & EXCAVATION.
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- 4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REPUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 6. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTEGRERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
- THE SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION
- THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE CARRIER MOBILITY SPECIFICATION FOR SITE SIGNAGE.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM EQUIPMENT, SHELTER AND TOWER AREAS.
- 8. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 10. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 11. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION
- 12. THE SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. ERROSION CONTROL MAGNIERS, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL JURISDICTION'S GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- THE SUBCONTRACTOR SHALL NOT USE OR INSTALL ANY MATERIAL CONTAINING ASBESTOS OR LEAD PAINT CONTENT, THE USE OF SUCH MATERIAL IS STRICTLY PROHIBITED







| ALLAN I.COHEN                |
|------------------------------|
| NY LICENSE #24GE04703000     |
| COHEN ENTERPRISES OF NJ LLC. |
|                              |
| OAKLAND, NJ 07436            |
| 973 362-7916                 |
| MORCE INDUSTRIES PROJECT NO: |
| 1855NB009                    |
| CLIENT ID NO:                |
| LI-6238A                     |
| DESIGN TYPE:                 |
| CONSTRUCTION                 |
| DRAWINGS                     |

258 ROUTE 25A OYSTER BAY, NY

11771

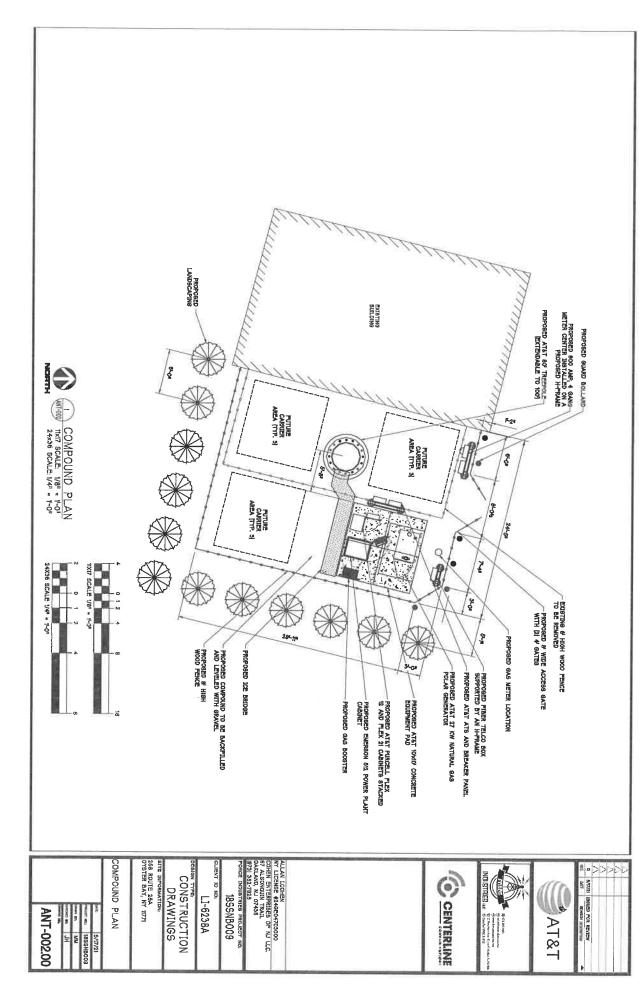
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|           | NOTES       | GENERAL NOTES |



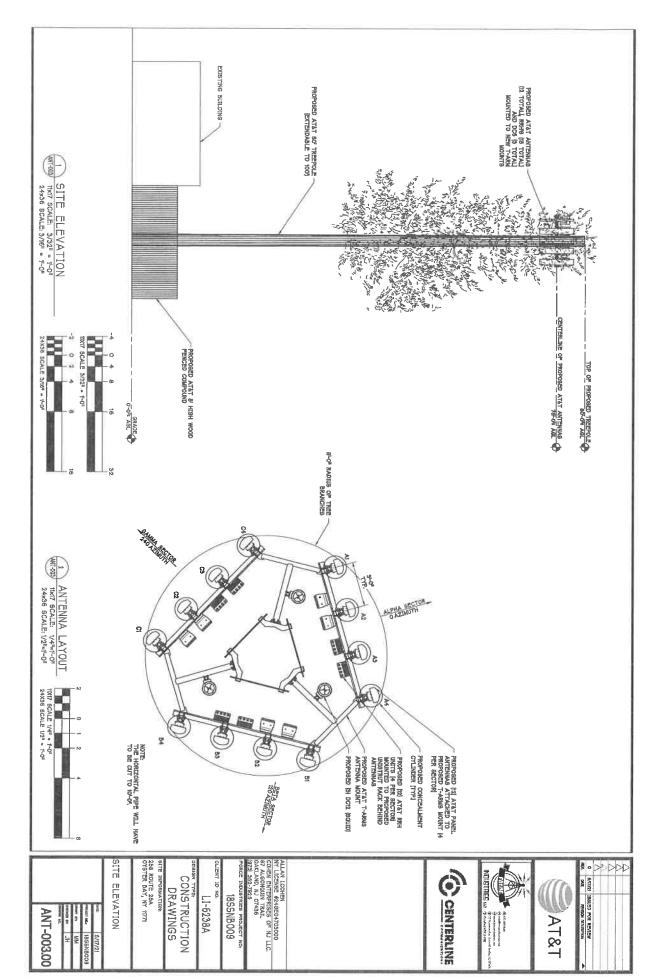
EXISTING PARKING PROPOSED AT&T 80' TREEPOLE-(EXTENDABLE TO 100) PROPOSED LANDSCAPING EXISTING NORTH HEMPSTEAD TURNPIKE SITE PLAN

1 SITE PLAN
1 SCALE: 11:30'-0"
24x36 SCALE: 11:45'-0" PROPOSED ATAT UNDERGROUND
NATURAL GAB. LINE TO BE FED FROM
EXISTING GAB SERVICE LOCATED
BENEATH NORTH HEMPSTEAD TURNPIKE Real Property of the Property XISTING PROPERTY LINE EXISTING PARKING EXISTING UTILITY POLE#368 — (a) BUILDING \*\*\* 55 \* \* 90 0 11X17 9CALE: 14-30-01 24X36 SCALE: 1%-181-0" (3) \* \* PROPOSED ATAT ELECTRIC AND TELOO TO BE TRENCHED FROM THE PROPOSED UTILITY POLE TO THE PROPOSED EQUIPMENT COMPOUND, SAW CUT ALL ASPHALT AUD REPAIR TO MATCH PREVIOUS CONDITIONS. EXISTING STORM ORAIN AND UNDERGROUND DETENTION BASIN - EXISTING UNDERGROUND PIPE (TYP.) EXISTING ROCK WALL PENCE TO BE REMOVED PROPOSED ATAT & TALL WOOD FENCE PROPOSED AT&T ELECTRIC AND FIBER LINES TO BE INSTALLED OVER NORTH HEMPSTEAD TURNPIKE PROPOSED UTILITY POLE ALLAN ICOHEN
NY LICENSE \$240E04703000
COHEN ENTERFRISES OF NJ LLC.
87 ALBONQUIN TRATL
OAKLAND, NJ 07456
87) 582-1826 0 6/1/22 Jasues Pon Review SITE PLAN 258 ROUTE 25A OYSTER BAY, NY 11771 MULISTINES 16 (Standards and Standards and S CONSTRUCTION SITE INFORMATION: FORCE INDUSTRIES PROJECT NO CENTERLINE AT&T DRAWINGS LI-6238A 1855NB009 ANT-001.00









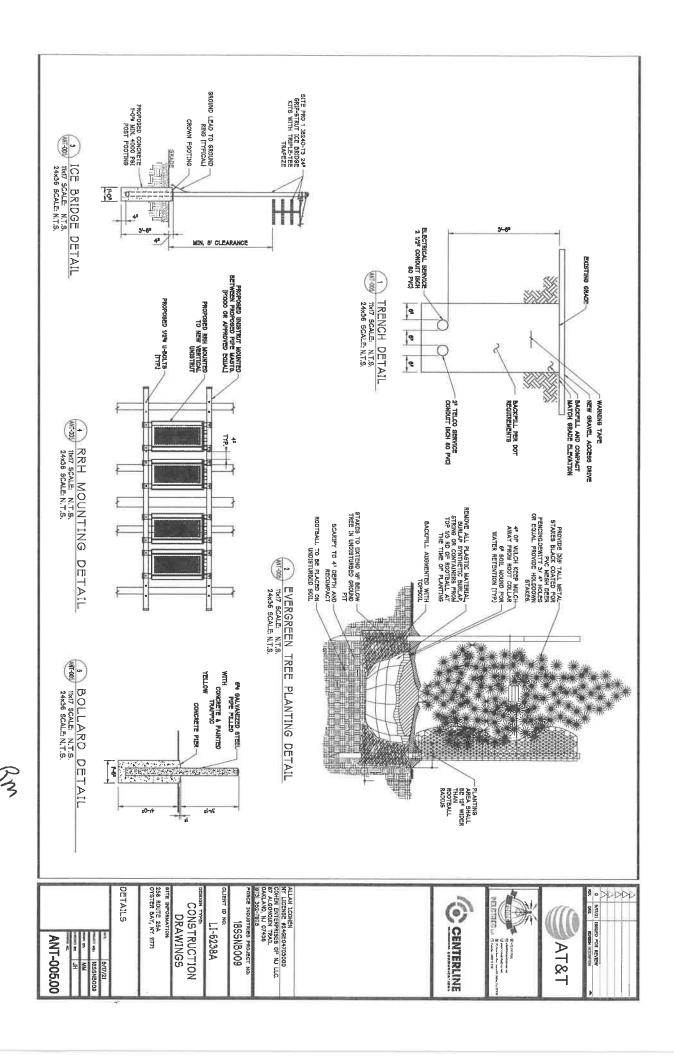


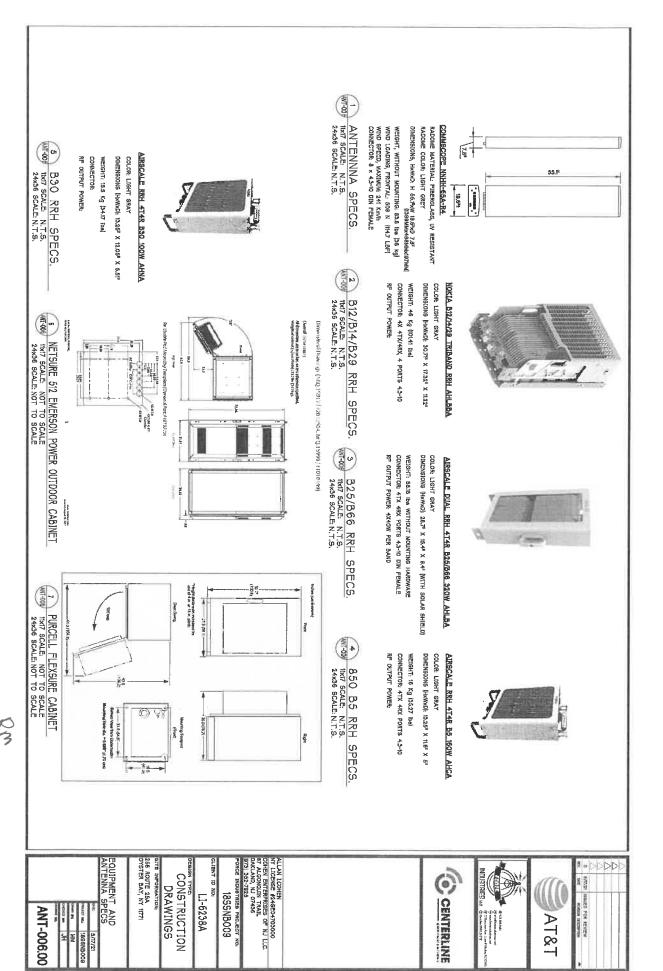
i como PROPOSED AT&T
ATS AND
BREAKER PANEL EXISTING 6'
HIGH WOOD
FENCE TO BE
REMOVED 1 CONCRETE PAD LAYOUT
1167 SCALE: 3/8" = 1'-0"
2488, SQALE: 3/4" = 1'-0" ELECTRIC/TELCO SUPPORT RACK DETAIL
1147 SCALE: N.T.S.
24x36 SCALE: N.T.S. CONCRETE SLAB --GALVANIZED -UNISTRUT PIOOI 4 7 PIPE [GALV] BLYCKEN LOUIS LOUIS LOUIS 8 ₽≡≐ \$ 4 0 g PLANT PROMISE \$ 0== ريقي 200 量 NOTE: CONTRACTOR TO FIELD LOCATE UNISTRUTS AS REQUIRED TOMO CONCRETE 540 PROPOSED ICE BRIDGE PROPOSED GAS BOOSTER EXPANSION JOINT 6" CONCRETE PAD WITH W.W.F. 6"6"-5"B, 3000 PSI CONCRETE CHANFER, TYPICAL AT ALL SIDES LOWE'S NATIONAL—
HARDWARE POST MOUNT
BY BLACK GATE LATCH
PARTY N'89-158 COMPACTED SUB-BABE LOWE'S 4/5" BLACK GATE DROP ROD PARTS ULSON 7-7/8" LOWE'S BLACK— BATE HANDLE PART# 75014520 [TYP. FOR 2] 12.49 LOWEN-NATIONAL HARDWARE STEEL PAINTED GATE HINGE PARTS NIOS-OG7 ITTP. FOR 43 4" CRUSHED STONE 81-Q1 S CONCRETE PAD DETAIL

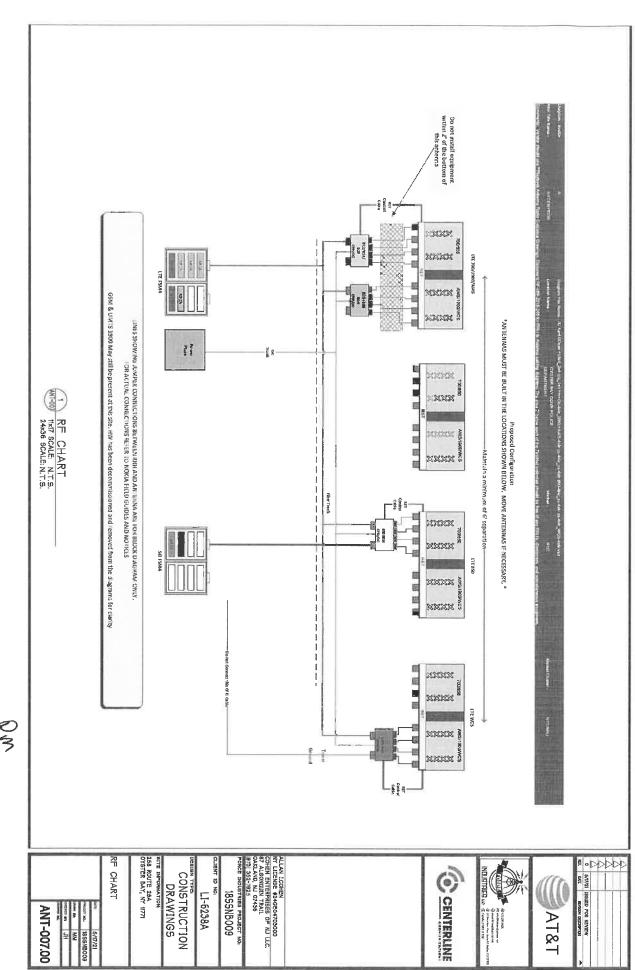
11x17 SCALE: 1/4" = 1'-0"

24x36 SCALE: 1/2" = 1'-0" WOOD FENCE DETAIL
WT-00) 11x17 SCALE: N.T.S.
24x36 SCALE: N.T.S. ţ ç ģ EXPANSION JOINT 1/2" EXPANSION JOINT \$0505C ģ Ę 8 PROPOSED 4X4
WEATHER TREAD
WOOD FENCE
POST STANDARD WOOD STOCKADE FENCING CRUSHED STONE ONDESSINATION PAD
LODE TO BE PROVIDED
AND CODED BY THE
GENERAL CONTRACTOR
OR ATAT PROPOSED WEED BARRIER PROPOSED WEED BARRIER ALLAN ICOHEN
NY LICENSE #24-0E-04703000
COHEN ENTERPRISES OF NJ LLC.
87 ALFONOUIN TRAIL
OAKLAND, NJ 07456
[973] 352-7825 CONCRETE PAD LAYOUT 258 ROUTE 25A OYSTER BAY, NY 11771 NO. OTHER DAY CONSTRUCTION PORCE INDUSTRIES PROJECT NO.
1855NB009 © CENTERLINE DATE REVIEW SAT&T DRAWINGS LI-6238A 5/17/21 1855NB008 MM ANT-004.00

CPX







(P)



PRELIMINARY

## SPECIFICATIONS: VERT27K500AG001



27 kW - 500Amp -48 Vdc GENERATOR BUILD NUMBER: VERT27K500AG001

| Yes                        | Pressore Transducer        |
|----------------------------|----------------------------|
| Ho                         | Pressure Switch (standard) |
| 13                         | Chriy(L)                   |
| Full flow spinson canistar | 8 FRyar                    |

| Temperature Deradion | 1% derate for every5.5.*0(30 °F)<br>*Bowe 95% 77°F) |
|----------------------|---|
| Mitchade Derahlan    | 30 durate for yeary 30 in (100th                    |

| Cidno                   | Mad unlogg          | Depriture   | Maserin t                 | Type               | Blodet     |
|-------------------------|---------------------|---|---------------------------|--------------------|------------|
| L Sth. # 85 35 4 1 55 4 | Secure Mounting Tab | Thirtie Politie With Padiock Hasp,<br>and Removable Sole Sweets | Pawder coated eight lower | Wasthar Protective | 84-25-0603 |

Weight

1025/493

| Nodel .      | 88-25-0603  |
|--------------|---|
| 1756         | Wagehar Protective  |
| Kirrecht     | Powder coated distribution                                    |
| DoorHardware | Three Police with Padiock Hasp,<br>and Bernewable Scie Panels |
| Modern Page  | Secure Mounting Table   |
| Cións        | L S0" x 89 32 ° 4 10 72 °                                     |

| Continued   Cont | Chelypolican Brown |
|--|--------------------|
|--|--------------------|

| CSASTD C222   | Standards   |
|---------------|-------------|
| 215 2 0 2 7 C | Cal Listing |

| Standards  | CALLIERS    |
|------------|-------------|
| CSASTD CZ2 | DOLL GIS US |

Engine cooling

CENTERLINE

|                              |                           | Marine Branch Branch             |  |
|------------------------------|---------------------------|----------------------------------|--|
|                              | Grouk Brankay             | Disconnect Means                 |  |
| Service Ufe (year)           | 600                       | Dvertureest Protection (A) - 600 |  |
| Operation Temperature ("C/T) |                           |                                  |  |
| Wright (B/6g)                | Warshie angies speed      | Regulation Type                  |  |
| Volkings (VDC)               | 56/26                     | West they                        |  |
| Storage Rating (Ah)          | Previanent Magnett, ReFeB | Type                             |  |
| Mpdal                        | E-942                     | Atternator Model                 |  |
| - AAA                        |                           |                                  |  |
| new transday and series      |                           | The control of                   |  |

Operating Hunday # 100

| Buchward Stone Scott S (Profesion)  |
|-------------------------------------|
| Revaulable trace those & VOC (min I |
| Day of Bullet                       |
| DOM of myn, and a                   |
| Mociel                              |
| 15                                  |

| 1,002     | gri int/ug                   |
|-----------|------------------------------|
| 2         | Startes from 8 VDC [mbr]     |
| 10        | Narge tiese them & VOC (min) |
| 150014.4  | of State (200)               |
| 32 45 62  | at Wolfingto (WDC)           |
| chibblish | Diff.                        |

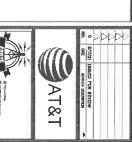
| Standard) CSASTD CZ2,2 No. 100 | Optibation boat                  | Standards | Weight (st/hg) | Reduce vene from 8 VDC (min) |
|--------------------------------|----------------------------------|-----------|----------------|------------------------------|
|                                | bourtask 406 176<br>sn S10 2 700 |           | 1/10.1         | P.                           |

| Cartification | 515 parting 400 376 |
|---------------|---------------------|
| Cal Chicago   | 2017 015 103        |
| Standards     | CSASTD CZ22 No      |

ANT-008.00

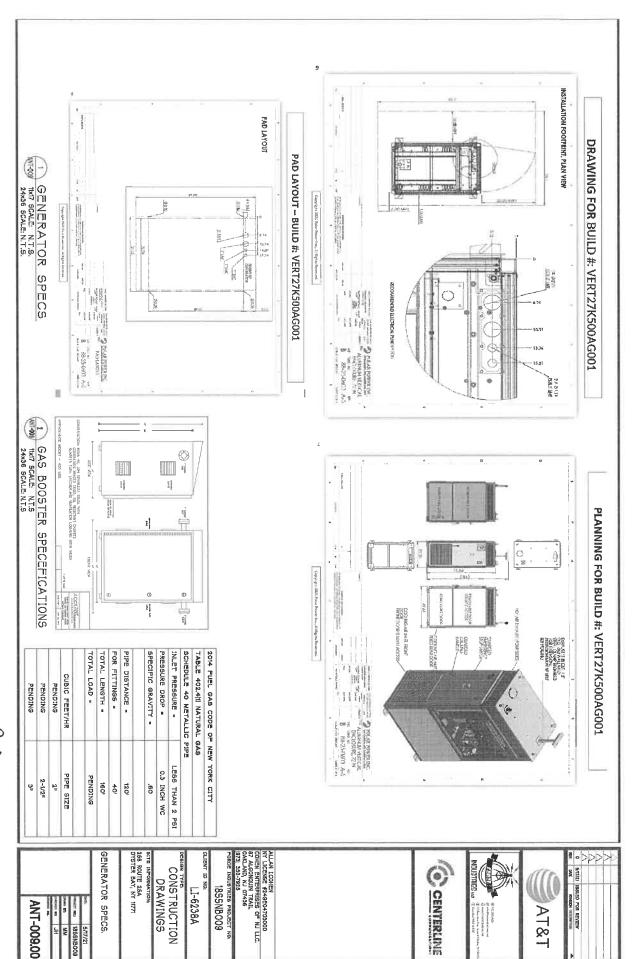
GENERATOR SPECS 11x17 SCALE: N.T.S. 24x36 SCALE: N.T.S.

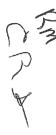
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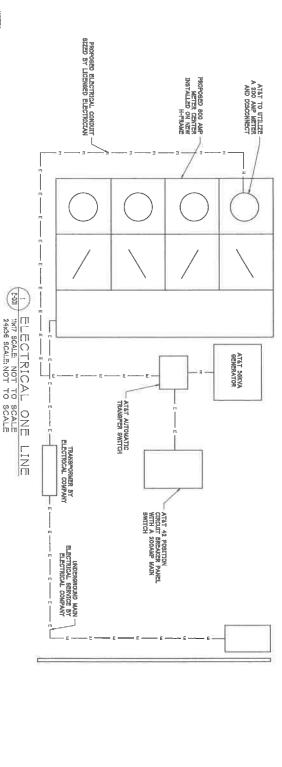


ALLAN LICOHEN SHEEN-1700000
COHEN ENTERPRISES OF NJ. LLC.
87 ALCONNUM TRAIL
OAKLAND, NJ. 07456
1873, 367-7873
FORCE HRUSTRIES FROJECT NG.
1855, NB.O. LI-6238A

| _ |       |           |         |                  |                                       |                   | _        |              |         |
|---|-------|-----------|---------|------------------|---------------------------------------|-------------------|----------|--------------|---------|
| 5 | MM Wa | 1855NB000 | 5/17/21 | GENERATOR SPECS. | 258 ROUTE 25A<br>OYSTER BAY, NY 11771 | SITE INFORMATION: | DRAWINGS | CONSTRUCTION | 20 0000 |







- I WIRING RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AUD TILLOPORY.

  2. SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY EXISTEM AS REQUIRED TO SUPPORT RE AND TRANSPORT, 2. SUBCONTRACTOR SHALL SUBCONTRACTOR SHALL SH
- POWER HASE COMDUCTORS ILE, HOTS! SHALL BE LABELED WITH COLOR-CODED INSULATION, OR ELECTRICAL "TARE ISM BRAND, X INCH PLASTIC ELECTRICAL "TARE WITH UV PROTECTION, OR EQUAL! PHASE CONDUCTOR COLOR CODES SHALL COMPONE WITT: THE NEC & OSHA AND MATCH EXISTING INSTALLATION
- REQUIREMENTS.
  ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACDID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WREE CONFIGURATION, PROPER OR APPLACTY TANTING, AND BRANCH CIRCUIT DI NUMBERS (I.E., PANELDOARD AND POPER OR APPLACTY TANTING, AND BRANCH CIRCUIT DI NUMBERS (I.E., PANELDOARD AND

- PARELBOARDS ID MUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOTO PLASTIC LASELS.

  WITH SHORAVED LAMACOTO PLASTIC LASELS.

  POWER, CONTROL, AND EQUIPMENT RORUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (IZ AWG OR LABGER), SOO W, OIL RESISTANT THHM OR THWH-Z, CLASS & STAMPED COPPER, CABLE RATED FOR 80 C (WET AND DRY) DEPENTION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.

  DRY) DEPENTION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.

  UNLESS OTHERWISE SPECIFIED.

  WET AND DRY) DEPENTION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OF MANUAL PROPERTY CABLE RATED FOR 80 C WET AND DRY) DEPENTION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- 2. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS, OR BELOW GRADE, SHALL BE SINGLE CONDUCTOR 2
  ANG SOLID TINKED COPPER CABLE, WILESS OTHERWISE SPECIFIED.

  POWER WIRING, NOT IN TUBING OR CONDUIT, SHALL BE WILIT-CONDUCTOR, TYPE TC CABLE (2 AWG OR LARGER), GOD

  V, OIL RESISTANT THIN OR THAN-2, CLASS B STRANDED COPPER CABLE RATED FOR 80 C (WET AND DRY) OPERATION,
  WITH OUTER ALXCER, LISTED BY CLASELED FOR THE LOCATION USED, NUMESS

  OTHERWISE SPECIFIED.

  ALL POWER AND REQUIPMEN CONNECTIONS SHALL BE CRIME-STYLE, COMPRESSION WIRE LUGS AND WIREMUTS BY

  THOMAS AND DETTS OF EQUAL). LUGS AND WIREMUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75C

  RACEMENT AND CABLE TRAY SHALL BE LISTED OF A PARMENT.
- 53
- 57
- ANSIZEE, AND NEC.

  NEW RACEWAY OR CASALE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.

  ELECTRICAL METALLIC TUDING IEWTI OR NIGID NONMETALLIC CONDUIT (LE, RIGID PVG SCHEDULE 40, OR RIGID PVG
  SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGES SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

  ELECTRICAL NETALLIC TUBING INTIT, ELECTRICAL DAMAGES HALL BE USED FOR RIGID NONMETALLIC CONDUIT INIGID

  EVG, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.

- 17. ALUMINUM RISID CONDUIT (RNC) SHALL BE USED POR OUTDOOR LOCATIONS ABOVE GRADE.

  RISID NONMETALLIC CONDUIT (E., RISID POV SCHEDULE 40 OR RISID POV SCHEDULE 80) SHALL BE USED

  UNDERRISIOUND, PIECT UNIERD, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR RICKASED IN REINFORCED

  CONCETTE IN AREAS OF HEAVY VEHICLE TRAFFIC.

  18. LIQUID-TIGHT HEAVIBLE METHALLIC CONDUIT ILQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE

  VIBRATION OCCURS OF FLEXIBLITY IS NEEDED.

  20. CONDUIT AND TURBUNE FITTINGS SHALL BE THEFADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION

  USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
- CABINETS, BOXES, AND WIREWAYS SHALL DE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEWA, UL, ANSIZIERE, AND NEC.

- 12

- 21. CABINETS, BOXES, AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.

  23. WIREWAYS SHALL SE ENDAY-COATED (SEAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD;
  SHALL SE PANDUIT TYPE E OR ECUALL; AND ARTED REMA I (OR BETTER) INDOORS, OR WEAK AS

  24. CEMPRHY CADMETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR

  25. PORTER OUTDOORS.

  26. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE CALVANIZED, EPDXY-COATED, OR NON-CORRODING; SHALL

  MEET OF REXCEPD UL SHA AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER REDICTED (WP

  OR DETTER) INDOORS,

  26. NOWET-ALL OR EXCEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEPD NEMA OS 2; AND RATED NEMA 1 (OR

  BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) INDOORS, OR WEATHER REDICTED (WP)

  26. NOWET-ALL OR EXCEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEPD NEMA OS 2; AND RATED NEMA 1 (OR

  BETTER) INDOORS, OR WEATHER PROTECTED (WP) OR BETTER) OUTDOORS,

  27. THE SUBCONTRACTOR SHALL PROTUPE NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE

  28. THE SUBCONTRACTOR SHALL PROTUPE NECESSARY AUTHORIZATION FROM THE ORDWING SHALL SHALL SHALL CONDUIT WAS DESIRED.

  29. LOUID-TIGHT PLEXADE ROM-LE SHALL CONDUIT WAS DEVICE BOXES OF THE BREAKERS, CABLES AND DISTRIBUTION PARKES.

  29. LOUID-TIGHT PLEXADE ROM-LET CONTROLL OR SHOULD SHALL BE PRESSURE TYPE, NOT OLUED,

  30. CABLES SHALL SE BUNDLED ANDOORS AND OTTOORS

  31. NOT OLUBED.

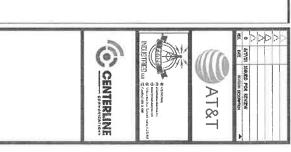
  32. NOT ON THE SALL SHALL SHALL CONDUIT WAS DEVICE BOXES DEVINED THE NOT ALLATION. PERMANENT USE

  33. NOT OLUBED.

  34. NOT ONE SHALL SHALL SHALL SHALL SOON THE CABLES DURING THE NOT ALLATION. PERMANENT USE

  35. NOT OLUBED.

  36. NOT ONE SHALL SHALL
- 3 WYLON CABLE TIES SHALL BE DE AN ADECUNTE SIZE, TYPE, STRENGTH, UV RESISTANT ETC FOR THE PARTICULAR APPLICATION, TAILS SHALL BE TRIMMED TO WITHIN 1/32 INCH USING A TOOL SPECIFICALLY DESIGN FOR TENSIONING AND CUTTING WILDIN CABLE TIES.



ALLAN ICOHEN
NY LICENSE \$24604703000
COHEN ENTERPRISES OF NJ LLC.
B7 ALGONQUIN TRAIL
OAKLAND, NJ 07436

1855NB009 LI-6238A STRIES PROJECT

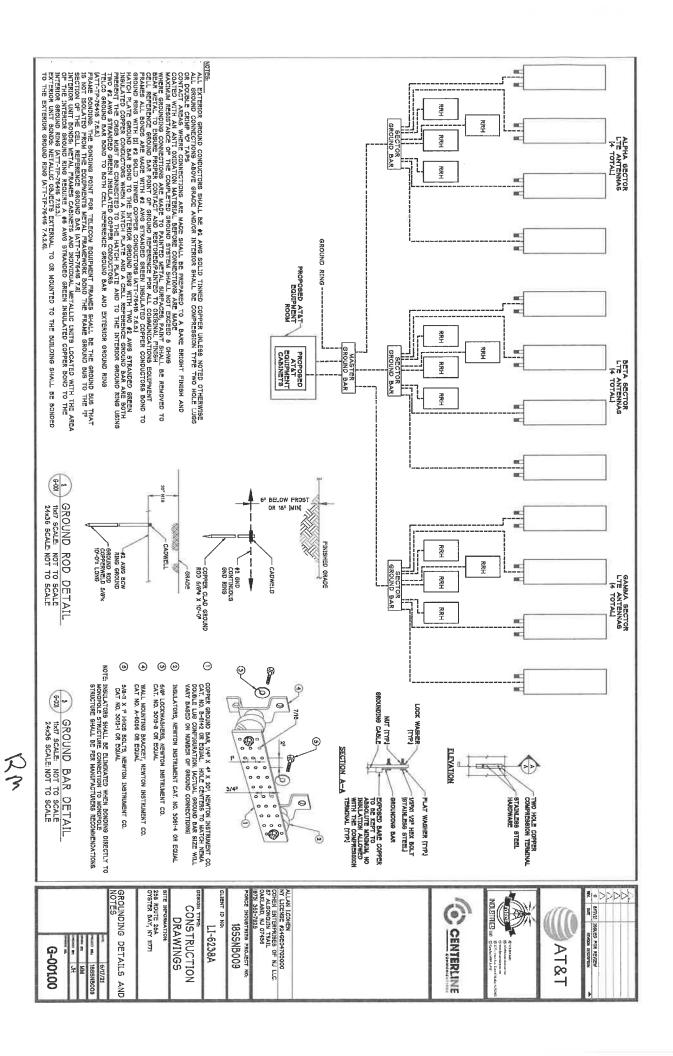
CONSTRUCTION

DRAWINGS

258 ROUTE 25A OYSTER BAY, NY 11771

PIAGRAM

| 낏      | W IDOS | US MANAGE | FOR ATTEMPT | #       |   |
|--------|--------|-----------|-------------|---------|---|
| 001.00 | ᆉ      | MM        | 1855NB008   | 5/17/21 |   |
| _      | -      |           |             |         | ı |



### EXHIBIT 8 INSURANCE REQUIREMENTS

Tenant shall obtain the following insurance giving evidence of same to Incorporated Village of Oyster Bay Cove on the form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Oyster Bay Cove's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

### I. Workers Compensation and NYS Disability

Coverage

Statutory

Extensions

Voluntary Compensation; All States Coverage

Employers Liability - Unlimited

Waiver of Subrogation in favor of Incorporated Village of Oyster Bay Cove

### II. Commercial General Liability

Coverage and Limits Occurrence - 1988 ISO or equivalent

| General Aggregate               | \$2,000,000 |
|---------------------------------|-------------|
| Products & Completed Operations | \$2,000,000 |
| Personal & Advertising Injury   | \$1,000,000 |
| Per Occurrence Limit            | \$1,000,000 |
| Fire Damage                     | \$ 50,000   |

Additional Insured

Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations coverage on a primary and noncontributory basis.

Full Contractual Liability extending to Hold Harmless. Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract".

### **EXHIBIT 8 CONTINUED**

### II. Commercial General Liability - continued

The general liability is to be primary and non-contributory.

The general liability must not include any exclusion, limitation or restriction pertaining to exterior work height or "action over" type claims or "injury to employee or subcontractor" exclusions.

Waiver of Subrogation is the favor of the additional insured.

III. Automobile Insurance

Limit \$1,000,000. Combined Single Limit

Additional Insured Incorporated Village of Oyster Bay Cove, all elected

and appointed officials, employees and volunteers

IV. <u>Umbrella Liability</u>

Coverage Umbrella Form or Excess Follow Form of primary general

liability and auto liability

Limit \$5,000,000.

Additional Insured Incorporated Village of Oyster Bay Cove, all elected

and appointed officials, employees and volunteers

### EXHIBIT 12

### ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

### EXHIBIT 13 STANDARD ACCESS LETTER [FOLLOWS ON NEXT PAGE]

### Incorporated Village of Oyster Bay Cove 68 West Main Street, Oyster Bay, NY 11771

May 11, 2021

Building Staff / Security Staff Landlord, Lessee, Licensee Street Address City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

### EXHIBIT 25b MEMORANDUM OF LEASE [FOLLOWS ON NEXT PAGE]

## MEMORANDUM OF LEASE

Prepared by: Victoria Brennan Shore 2 Shore Wireless, Inc. 5550 Merrick Road – Suite 302 Massapegua, NY 11758

## Return to:

Centerline Communications 5550 Merrick Road Suite 302 Massapequa, NY 11758

Re: Cell Site #: LI-6238; Cell Site Name: Syosset

Fixed Asset Number: 14644731

State: New York County: Nassau

## MEMORANDUM OF LEASE

| This Memorandum of Lease is entered into on this day of, 2021, by and between                               | n The  |
|---|--------|
| Incorporated Village of Oyster Bay Cove, an incorporated village, having a mailing address of 68 West       | Main   |
| Street, Oyster Bay, NY 11771 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, L       | LC, a  |
| Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE 3rd Floor, Atlant | ta, GA |
| 30319 (hereinafter referred to as "Tenant").  | •      |

- 1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("Agreement") on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on the Term Commencement Date of the Agreement, with five (5) successive five (5) year options to renew.
- 3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

## "LANDLORD"

The Incorporated Village of Oyster Bay Cove, an incorporated village

Print Name: Charles Goulding

Its: Mayor

Date:

## "TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

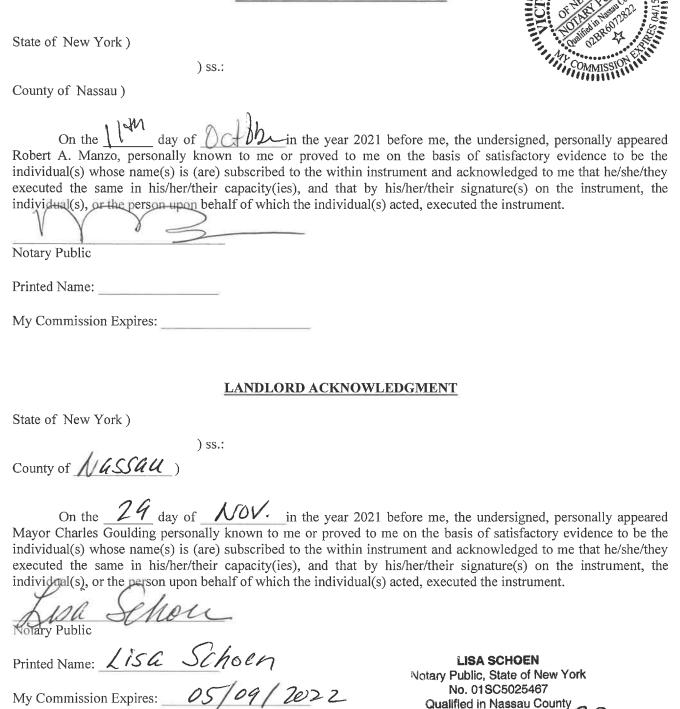
Its: Manager

Print Name: Robert A. Manzo

Its: Director - Construction and Engineering Date: 10 11 2021

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

## TENANT ACKNOWLEDGMENT



Qualified in Nassau County
Commission Expires May 09 20 2 2

## **EXHIBIT 1**

## **DESCRIPTION OF PREMISES**

| Page   | 01  |
|--|---|
| to the Memorandum of Lease dated  Oyster Bay Cove, an incorporated village, as Landlord, liability company, as Tenant. | , 2021, by and between The Incorporated Village of and New Cingular Wireless PCS, LLC, a Delaware limited |
| The Property is legally described as follows:  |   |
|  |   |
| The Premises are described and/or depicted as follows:   |   |



# ADDRESS: 258 ROUTE 25A, OYSTER BAY, NY 11771 SITE ID#: LI-6238A



PLOT PLAN

SHE ROXIMATE

# CONSTRUCTION DRAWINGS

|       |                             | ANT-004.0                         | ANT-003.0        | ANT-002.0        | ANT-001.0  | 6-001.00                    | T-001.00   | DWG.       | DRAV           |
|-------|-----------------------------|-----------------------------------|------------------|------------------|------------|-----------------------------|------------|------------|----------------|
|       |                             | O CONCRETE PAD LAYOUT AND DETAILS | L                |                  |            | GENERAL NOTES               |            | DWG. TITLE | DRAWING TITLES |
|       | 6-001.00                    | E-001.00                          | ANT-009.00       | ANT-008.00       | ANT-007.00 | ANT-006.00                  | ANT-005.00 | DWG.       |                |
|       | GROUNDING DETAILS AND NOTES | ELECTRICAL ONE LINE DIAGRAM       | GENERATOR SPECS. | GENERATOR SPECS. | RF CHART   | EQUIPMENT AND ANTENNA SPECS | DETAILS    | DWG. TITLE |                |
| OTSTE | 258 RC                      | SITE A                            | T A              | 00/              | NATION     | DE IN                       | AT GR.     | INSTAL     | SC             |

## SCOPE OF WORK:

ALLATION OF A 80-0" TALL MONDPINE.
ALLATION OF A FENCED IN EQUIPMENT COMPOUND
RADE.
ALLATION OF UTILITY CONDUITS. ALL WORK WILL
OF CONFORMANCE WITH LOCAL, STATE AND
DNAL CODES AS APPLICABLE

## **COJECT INFORMATION:**

SECTION:
LOT:
BLOCK:
LATITUDE: N 40° 50° 48.46" NAD63
LONGITUDE: W 75° 50° 14.84" NAD63
ELEVATION: 234.5° AMSL NAVO68 E ADDRESS: ROUTE 25A, STER BAY, NY 11771

## PROJECT DIRECTORY:

PROPERTY OWNER:

PROPERTY CONTACT: T.B.O.

UTILITY COMPANY: PSE&G OF LONG ISLAND

APPLICANT: NEW CINGULAR WIRELESS PCS, LLC (d/b/a AT&T) 1 AT&T WAY BEDMINSTER, NJ 07821

LOCATION MAP

APPROXIMATE LOCATION

PROJECT MANAGER: CENTERLINE COMMUNICATIONS VICTORIA BRENNAN [516] 657-2398

PROJECT COORDINATOR: FORCE INDUSTRIES JOHN HONSBERGER (873) 278-8620

CENTERUNE

5/17/21 ISSUED FOR REVIEW

SAT&T





FORCE INDUSTRIES PROJECT NO. 1855NB009

LIENT ID NO. LI-6238A

CONSTRUCTION
CONSTRUCTION
DRAWINGS
SITE INFORMATION
256 NOUTE 26A
OYSTER BAY, NY 11771

TITLE SHEET

1855NB00 T-001.00 ž

AERIAL MAP

## GENERAL CONSTRUCTION NOTES:

- I. PRIOR TO THE SUBMISSION OF BURS THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS, ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT COORDINATOR AND ENGINEER OF RECORD.
- 2. ALL MATERIALS TURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAYS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JUNISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWINGS. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPIRTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- 6. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE THE PROJECT COORDINATOR AND ENGINEER OF RECORD.
- 7. THE CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND TI CABLES, GROUNDING CABLES AS SHOWN ON THE FOWER, GROUNDING AND TELCO PLAN DRAWING. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD. NEW TRAYS AS NECESSARY. CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR. ROUTING OF TRENCHING SHALL BE APPROVED BY CONTRACTOR.
- 8. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- 9. THE CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED PROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNERS DESIGNATED LOCATION.
- THE CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION
- ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
- 12. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 UNLESS OTHERWISE SPECIFIED. ALL CONCRETING WORK SHALL BE DONE IN ACCORDANCE WITH ACI DAYS 318
- ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS
- CONSTRUCTION SHALL COMPLY WITH SCOPE OF WORK 25736-000-3PS-A00Z-00001, "GENERAL CONSTRUCTION SERVICES.
- 15. THE CONTRACTOR SHALL VERITY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. THE CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ONDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- 16. NOT ALL NOTES LISTED ABOVE APPLY TO ALL SITES

## WORK GENERAL NOTES:

- 1. SUBSURFACE UTILITIES WERE NOT LOCATED OR SURVEYED. PERSONS DEPENDING ON THIS DOCUMENT SHOULD CONTACT THE LOCAL UNDERGROUND UTILITY LOCATING AGENCY PRIOR TO COMMENCING ANY EARTH MOVING OPERATIONS ON OTHER NEW CONSTRUCTION ACTIVITIES, CALL THE POLLOWING FOR ALL PRE-CONSTRUCTION UNDERGROUND UTILITY LOCATING: DIG SAFELY NEW YORK, 1-800-962-7862 OR 81.
- 2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR, EXYREMS CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATION OF THE MOREON THE WORKING FOR THE WORKING REW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROYIDE SAFETY TRAINING FOR THE WORKING REW. THIS WILL INCLUDE BUT NOT EXCAVATION.
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- I≡ NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINT'S WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
- THE SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION.
- THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE CARRIER MOBILITY SPECIFICATION FOR SITE SIGNAGE.
- AND THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM EQUIPMENT, SHELTER TOWER AREAS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, V OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 10. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION,
- THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
- 12. THE SUBCONTRACTOR SHALL MINMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL JURISDICTION'S GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- THE SUBCONTRACTOR SHALL NOT USE OR INSTALL ANY MATERIAL CONTAINING ASBESTOS OR LEAD PAINT CONTENT. THE USE OF SUCH MATERIAL IS STRICTLY PROHIBITED









ALLAN ICOHEN
NY LICENSE \$249E04703000
COHEN ENTERPRISES OF NJ LLC.
87 ALSONOUIN TRAIL
0AKLAND, NJ 07436 ORCE INDUSTRIES PROJECT NO 1855NB009 LI-6238A

CONSTRUCTION DRAWINGS

258 ROUTE 25A OYSTER BAY, NY 11771

GENERAL NOTES

5/17/21 1855NB009 MM

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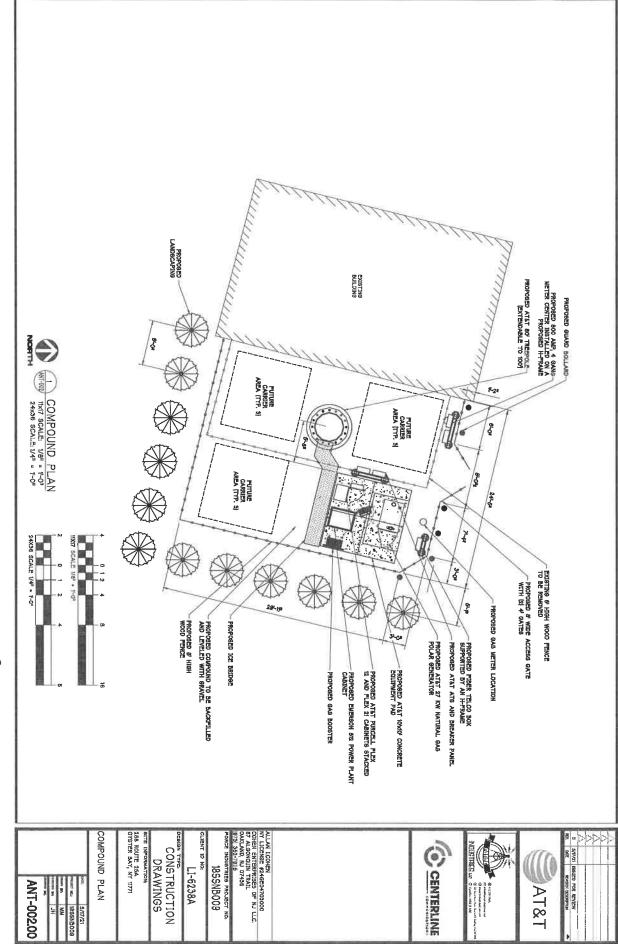
PARKING PARKING PROPOSED AT&T SO! TREEPOLE (EXTENDABLE TO 100) PROPOSED LANDSCAPING BUILDING NORTH HEMPSTEAD TURNPIKE 1 SITE PLAN
11x17 9CALE: 11=30'-01
24x36 9CALE: 12=15'-01 PROPOSED ATAT UNDERGROUND-NATURAL GAS, LINE TO BE FED FROM EXISTING GAS SERVICE LOCATED BENEATH NORTH HEMPSTEAD TURNPIKE XISTING PROPERTY LIVE PARKING EXISTING UTILITY POLE#368 -(e) EXISTING \*\*\* 55 \* 24X36 5CALE: 9\*15"-0" (3) \* PROPOSED ATAT ELECTRIC AND TELEO TO BE TRENCHED FROM THE PROPOSED INTLITY POLE TO THE PROPOSED EQUIPMENT COMPOUND. SAW CIT ALL ASPHALT AND REPAIR TO MATCH PREVIOUS CONDITIONS. EXISTING STORM DRAIN AND UNDERGROUND DETENTION BASIN EXISTING ROCK WALL PIPE (TYP.) EXCETTO BE REMOVED WOOD FENCE PROPOSED AT&T ELECTRIC AND FIBER LINES TO BE INSTALLED OVER NORTH HEMPSTEAD TURNPIKE PROPOSED UTILITY POLE PORCE INDUSTRIES PROJECT NO. 1855NB009 INDIUSTRIES W. 8 4 ALLAN ICOHEN

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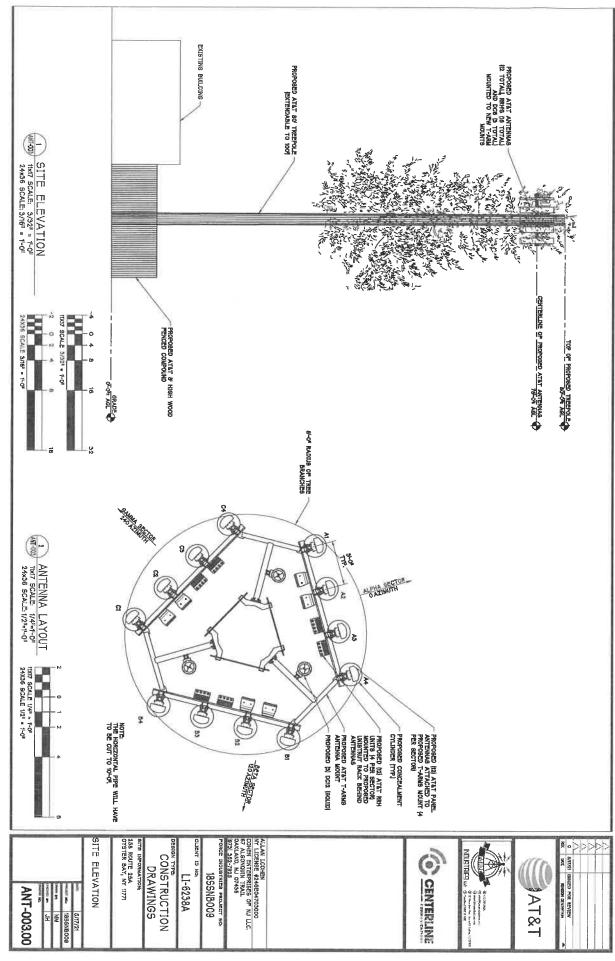
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87 ALGONQUIN TRAIL
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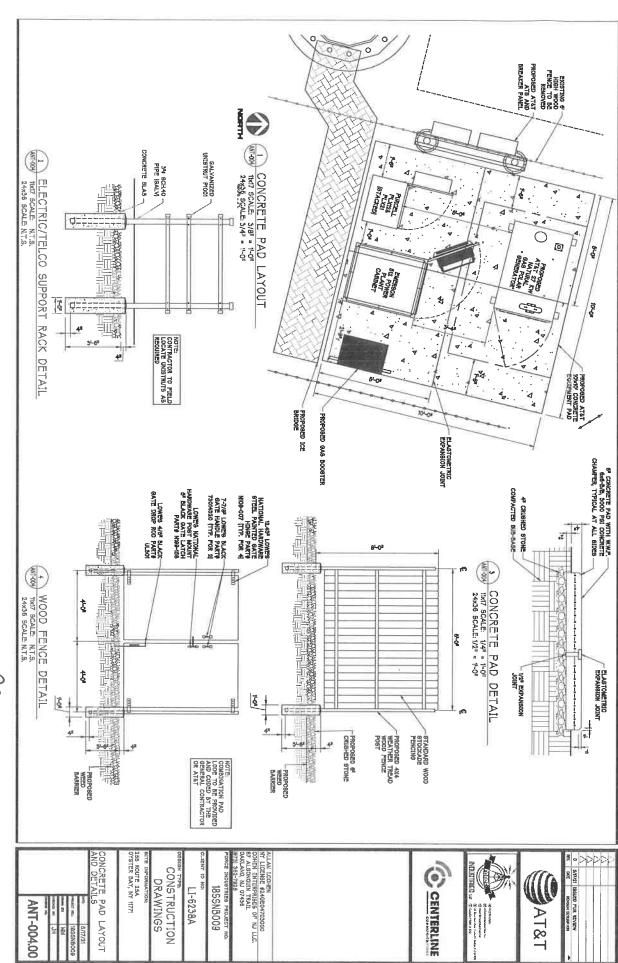
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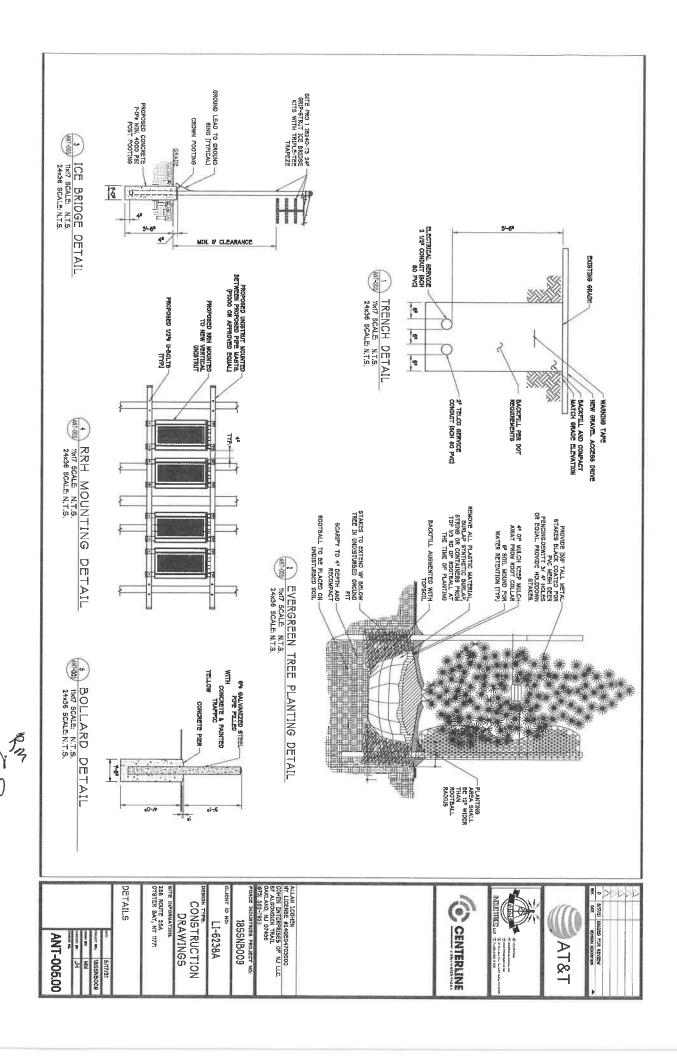


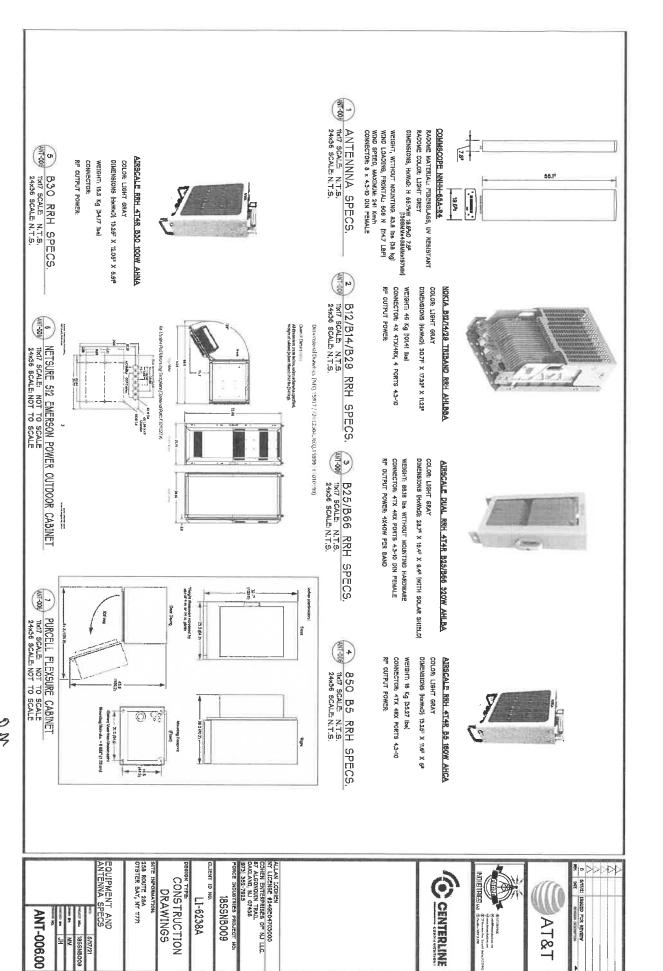
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OYSTER BAY, NY 11777 RF CHART No Contract D S/17/21 IBSUED FOR REVIEW
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(P)



PRELIMINARY

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27 kW - 500Amp -48 Vdc GENERATOR BUILD NUMBER: VERT27K500AG001

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Alternator

Starter Supercapacitor

SPECIFICATIONS: VERT27K500AG001

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87 ALCONDUM TRAIL
OAKLAND, MJ 07456
872) 552-7925
PORCE INDUSTRIES PROJECT NO.
1855\NB009

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CONSTRUCTION
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DRAWINGS
SITE INFORMATION
258 ROUTE 26A
OTSTER BAY, NY 11771

GENERATOR SPECS.

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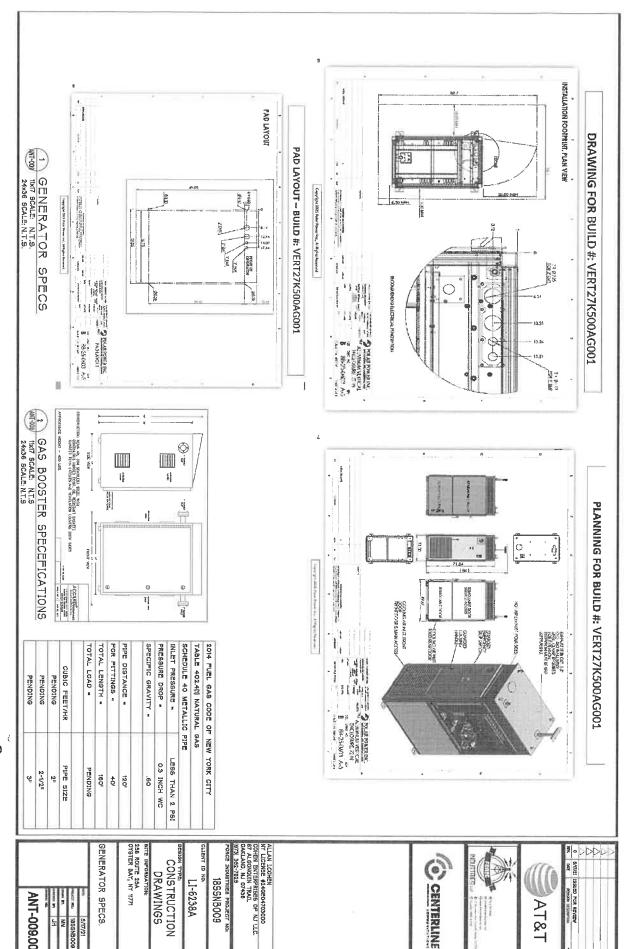
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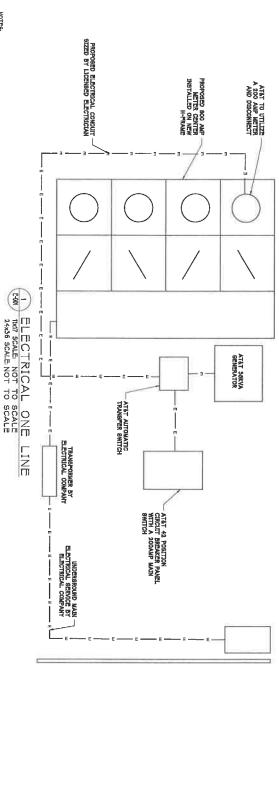
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DATE MENTED FOR REVIEW

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CENTERLINE

NOTES:

- WIRING, RACEMAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
   SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLING TO THE NEW LITE EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT MODIFICATIONS TO CONTRACTOR FOR APPROVAL.
   ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND
- TELCORDIA.

  A. EACH END OF EVERY POWER, GROUNDING AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (SM BRAND, 1/2 INCH PLASTIC ELECTRICAL).

  THE IDENTIFICATION METHOD SHALL COPPORN WITH NEC & 0.894A, AND MATCH EXISTING INSTALLATION REQUIREMENTS.

  EXISTING INSTALLATION REQUIREMENTS.

  EXISTING INSTALLATION RECUIREMENTS.

  EXISTING INSTALLATION RECUIREMENTS.

  PRAND \$ INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL, PHASE CONDUCTOR COLOR CODES SHALL CONTROLLED THE NEC & OSHA AND MATCH EXISTING INSTALLATION.
- REQUIREMENTS.
  ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL REQUIREMENT SHALL BE LABELED WITH THEIR VOLTAGE BATTIG PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY BATTING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND

- 7. PANELLOANDS ID NUMBERS) AND INTERNAL CIRCUIT BRAKKERS (CIRCUIT TO NUMBERS) SHALL BE CLEARLY LABELED WITTH BROKANDED LAMPICOLD PLATTIC LABEL.

  A POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR IS AND OR ACCENT HAND OR THAN A CHARGER (ASO. Y. OLI RESISTANT THAN OR THAN A CLEARLY SYSTEM USED, UNLESS CHEMEN OR THAN A CLEARLE POR THE LOCATION AND SACEHAY SYSTEM USED, UNLESS CHEMEN OR THAN A CHARGER, SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (6 AND OR LABELE) FOR THE LOCATION AND RACEHAY SYSTEM USED, UNLESS OTHERWISE SECURITY THAN OR CABLE, UNLESS OTHERWISE SECURITY CABLE BY A CONDUCTOR TO THE LOCATED OFFICE AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR AND PROPER CABLE HALL BE SINGLE CONDUCTOR TO STRENGE CONDUCTOR TO STRENG

- 7. ALUMININ REDD CONDUTT (RAM) SHALL BE USED FOR OUTDOOR, LOCATIONS ADVOCREDALE ON THE MACHINE GRADE.

  18. REGD PONNETALLIC CONDUTT (I.E., RESID PVC SCHEDULE 40 OR REGID PVC SCHEDULE 80 SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT TERICLE TRAFFIC OR ENCASED IN REINFERCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.

  18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUTT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE YIBRATION OCCURS OF FLEXIBLITY IS NEEDED.

  20. CONDUTT AND TERIBNE FITTINGS SHALL BE TIREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ANE NOT ACCEPTABLE.

- CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABBLED FOR ELECTRICAL USE IN ACCORDANCE WITH NEWA UL ANSUTEEE, AND NEC.

걸

- 22. CABINETS, BOXES, AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.

  23. WIREWAYS SHALL BE ENOYT-COATED (SAKT) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE ENOYT-COATED (SAKT) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE ENOYT-COATED (SAKT) AND INCLUDE AND INCLUD
- ROOMS. NYLON CABLE TIES SHALL BE OF AN ADEQUATE SIZE, TYPE, STRENGTH, UV RESISTANT ETC. FOR THE PARTICULAR APPLICATION TAILS SHALL BE TRIMMED TO WITHIN 1928 INCH USING A TOOL SPECIFICALLY DESIGN FOR TENSIONIN AND CUTTING NYLON CASLE TIES.

32

ALLAN LCGHEN

NY LICENSE \$246E04703000

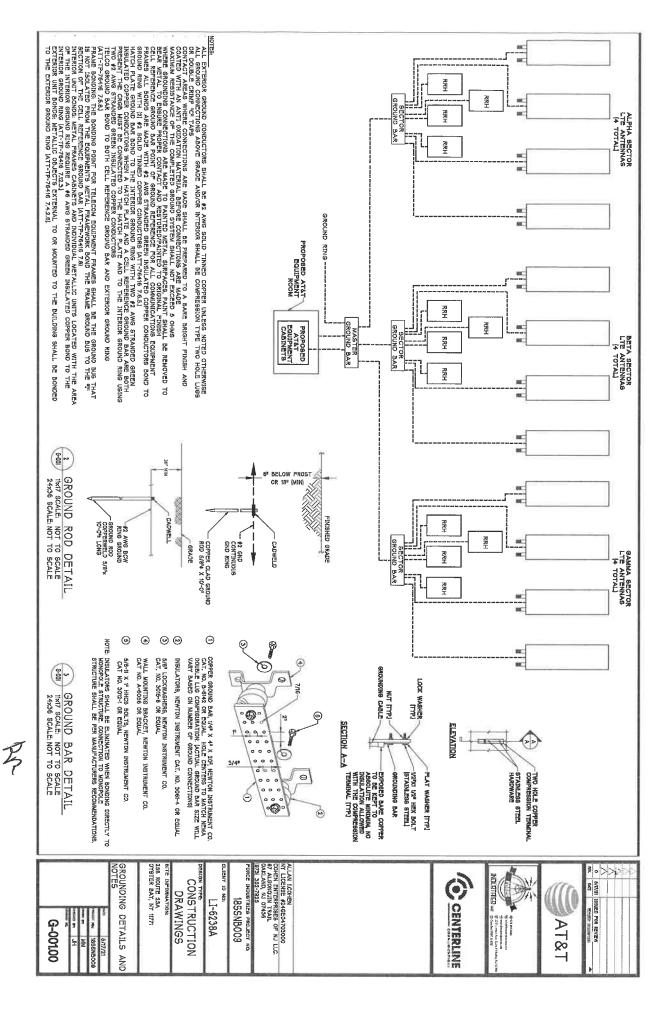
COHEN ENTERPRISES OF NJ LLC.

87 ALGONOUM TRAIL

OAKLAND, NJ 07436 258 ROUTE 25A OYSTER BAY, NY 11771 ORCE INDUSTRIES PROJECT NO LECTRICAL ONE LINE AGRAM CONSTRUCTION DRAWINGS LI-6238A 1855NB009 1855NB006



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