AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
Tuesday, January 17, 2012

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence – Supervisor Carmen Battavio
4. Ask if Anyone is Recording the Meeting?
5. Public Comment – Hearing of Residents (Optional)
6. Chairman's Report
   a. Announce the Board met in executive session on January 10, 2012 to discuss a personnel matter.
7. Public Hearing
   a. The Board will conduct a public hearing to consider an Ordinance repealing Park and Recreation Board
   b. The Board will conduct a public hearing to consider an Ordinance Amending Chapter 225 ("Vehicles and Traffic").
8. Police/EMS Report – 3rd Tuesday
   a. Chief Dumond – Monthly Activity Report – Dec. 2011 – will carry to meeting
   b. Jerry Fokas, Sr. – President Goshen Fire Co. – EMS Report – Dec. 2011
9. Financial Report – 4th Tuesday
10. Old Business
    a. Consider Sewer Operating Fund – I&I Expenses for 2011
11. New Business
    a. Consider executing final Lease Agreement with Liberty Towers to erect and operate Wireless Communications Tower on 1572 Paoli Pike
    b. Consider Township's position on AT&T Mobility Zoning Variance Request for 1606 E. Strasburg Rd
    c. Consider Pension Committee's recommendations regarding the Defined Benefit Plan
    d. Consider Pension Committee's recommendations regarding the Post Employment Benefit Trust Plan
    e. Consider removing the pay phone at the Township Building
    f. Consider Apartment Height Ordinance
    g. Consider scheduling date for ABC interviews
    h. Consider Vision Partnership Program Grant
12. Any Other Matter
13. Approval of Minutes
    a. January 10, 2012
14. Treasurer's Report
    a. Report – Jan. 12, 2012
15. Review Action List
16. Correspondence, Reports of Interest
    a. Acknowledge Mark Miller's memo regarding Pond Treatment
    b. Acknowledge Mark Miller's request for a snow blower for the skid steer loader

c. Acknowledge letters between PADOT and Sheila Shannon, 1410 Boot Rd.

17. Meetings & Dates of Importance

Jan. 18, 2012	Friends 501c3	7:00 PM
Jan. 19, 2012	Police Commission	8:00 AM
Jan. 19, 2012	Neighborhood University	7:00 PM
Jan. 26, 2012	Winter Market	3-5:00 PM
Jan. 26, 2012	Neighborhood University	7:00 PM
Jan. 26, 2012	Zoning Hearing Board - AT&T Variance	7:30 PM

Spring Newsletter 2012: Article Submission Due Date is Feb. 1, 2012

18. Public Comment – Hearing of Residents
19. Adjournment

The Chairperson, in his or her sole discretion, shall have the authority to rearrange the agenda in order to accommodate the needs of other board members, the public or an applicant.

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO.

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, ENACTED TO REPEAL ORDINANCE NO. 125 ENACTED BY THE BOARD OF SUPERVISORS ON MARCH 17, 1998 AND CHAPTER 51 OF THE EAST GOSHEN TOWNSHIP CODE TO ABOLISH THE EAST GOSHEN TOWNSHIP PARK AND RECREATION BOARD.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Goshen Township as follows.

SECTION 1. Repeal of Ordinance No. 125. Ordinance No. 125 enacted by the Board of Supervisors on March 17, 1998 which established the East Goshen Township Park and Recreation Board is hereby repealed. Upon the effective date of this Ordinance, the East Goshen Township Park and Recreation Board shall be abolished.

SECTION 2. Repeal of Chapter 51 of the East Goshen Township Code. Chapter 51 of the East Goshen Township Code, titled, "Park and Recreation Board" shall be repealed and the Chapter number reserved for future use.

SECTION 3. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. **Repealer**. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. **Effective Date**. This Ordinance shall become effective five days after its enactment as law provides.

ENACTED AND ORDAINED this _____ day of _____, 2012.

ATTEST:

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

_____
Secretary

_____
Senya D. Isayeff, Chairman

_____
Thom Clapper Ph.D, Vice-Chairman

_____
E. Martin Shane, Member

_____
Carmen Battavio, Member

_____
Charles W. Proctor, III, Esquire, Member

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO.

AN ORDINANCE OF EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 225 OF THE EAST GOSHEN TOWNSHIP CODE, TITLED, "VEHICLES AND TRAFFIC" SPECIFICALLY SECTIONS 225-6 TO AUTHORIZE THE ENFORCEMENT OF SPEED LIMITS ON PRIVATE STREETS IN THE TOWNSHIP SUBJECT TO CERTAIN CRITERIA STATED IN THE ORDINANCE; 225-44 TO ESTABLISH SPEED LIMITS ON CERTAIN STREETS IN THE TOWNSHIP; 225-45 TO AUTHORIZE THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AT CERTAIN INTERSECTIONS IN THE TOWNSHIP; 225-52 TO AUTHORIZE THE INSTALLATION OF STOP SIGNS AT CERTAIN INTERSECTIONS IN THE TOWNSHIP; 225-63 TO AUTHORIZE THE INSTALLATION OF TRAFFIC CALMING DEVICES ON CERTAIN STREETS IN THE TOWNSHIP; AND BY ADDING A NEW SECTION 225-64 AND SCHEDULE XVV TO ESTABLISH PRIVATE ROADS IN THE TOWNSHIP WHERE THE SPEED LIMIT MAY BE ENFORCED BY T HE TOWNSHIP.

BE IT ENACTED AND ORDAINED, by the Board of Supervisors of East Goshen Township, that Chapter 225 of the Code of the Township of East Goshen, titled, "Vehicles and Traffic", shall be amended as follows:

SECTION 1. Section 225-6 shall be amended as follows:

"§ 225-6. Authority of police officers.

A. The police shall have authority to direct traffic on streets in the Township, at intersections in public and in other places where the Vehicle Code or this chapter applies.

B. Pursuant to the Pennsylvania Motor Vehicle Code, 75 Pa.C.S.A. § 6113(b), the police shall have the authority to enforce the observance of speed limits and traffic-control devices on private property described in Section 225-64, Schedule XVV provided the following conditions are met:

(1) The property is ten contiguous acres or more in size;

(2) The property owner has requested such enforcement in writing and the Township has approved the same; and

(3) Speed limit signs and traffic-control devices are erected and maintained in accordance with the regulations established by the Pennsylvania Department of Transportation."

SECTION 2. Schedule I titled, "Speed Limits" which is codified in Section 225-44 of the Code shall be amended by adding the following streets and speed limits:

Name of Street	Speed Limit	Location
Adams Street (Old West Chester Pike)	25	Entire length
Alcott Circle	25	Entire length
Blanford Lane	25	Entire length
Broad Street	25	Entire length
Brian Drive	25	Entire length
Center Street	25	Entire length
Cherry Street	25	Entire length
Cheshire Road	25	Entire length
Chelsea Circle	25	Entire length
Cricket Lane	25	Entire length
Culbertson Circle	25	Entire length
Continental Drive	25	Entire length
Dickens Drive	25	Entire length
Eastwick Circle	25	Entire length
Edgewood Street	25	Entire length
East Glenmont Lane	25	Entire length
Glenmont Lane	25	Entire length
Grist Mill Lane	25	Entire length
Hibberd Lane	25	Entire length
Hill Street	25	Entire length
Hilloch Drive	25	Entire length
Jamestown Way	25	Entire length
King George Court	25	Entire length
Locust Street	25	Entire length
Nathaniel Drive	25	Entire length
Parry Circle	25	Entire length
Rossmore Drive	25	Entire length
Ridley Creek Lane	25	Entire length
Saratoga Drive	25	Entire length
Saddlebrook Drive	25	Entire length
Schuyler Drive	25	Entire length
School Lane	25	Entire length
Shandon Place	25	Entire length
Tallmadge Drive	25	Entire length

Towne Drive	25	Entire length
Tramore Circle	25	Entire length
VonStuben Drive	25	Entire length
Westtown Road	25	Entire length
White Chimney Road	25	Entire length
Wyllpen Place	25	Entire length
Yarmouth Drive	25	Entire length

SECTION 3. Schedule II titled, "Traffic Control Signals" which is codified in Section 225-45 of the Code shall be amended by adding the following intersections:

Intersection

North Chester Road and Greenhill Road
Line Road and Paoli Pike

SECTION 4. Schedule IX titled, "Stop Intersections" which is codified in Section 225-52 of the Code shall be amended by adding the following stop intersections:

Stop Street	**Direction of Travel**	**Through Street**
Sherman Drive	South	Forest Lane
Ruth Circle	North	Meadow Creek Lane
Rossmore Drive	North	Forest Lane
Shandon Place	East	Rossmore Drive
Tramore Circle	North	Forest Lane
King George Court	East	Cornwallis Drive
Pond View Lane	East	Willow Pond Drive
Continental Drive	South	Generals Way
Nathanial Drive	South	Generals Way
Schuyler Drive	South	Generals Way
Gates Drive	North	Generals Way
Generals Way	East	Saratoga Drive
Von Stuben Drive	East	Saratoga Drive
Hollyberry Lane	East	Meadow Drive
Meadow Drive	East	Meadow Drive
Jamestown Way	East	Clocktower Drive
Jamestown Way	East	Yarmouth Drive
Yarmouth Drive	East	Clocktower Drive
Clocktower Drive	East	Peach Tree Drive
Cricket Lane	East	Yarmouth Drive
Chelsea Circle	North	Towne Drive (East Intersection)
Chelsea Circle	North	Towne Drive (West Intersection)
Peachtree Drive	South	Towne Drive

Towne Drive	East	Line Road
Ardleigh Circle	West	Bramble Lane
Parry Circle	North	Park Avenue
Grist Mill Lane	North	Hibberd Lane
Grist Mill Lane	South	Hibberd Lane
Hibberd Lane	South	East Boot Road
Hibberd Lane	East	Maintenance Driveway
Hibberd Lane	West	Maintenance Driveway

SECTION 5. Schedule XVIV titled, "Traffic-calming Devices" which is codified in Section 225-63 of the Code shall be amended by adding the following streets and traffic calming devices:

Name of Street	**Device**	**Location**
Baldwin Drive	Speed humps (4)	Between Mark Drive and Margaret Lane

SECTION 6. A new Schedule XVV, titled, "Private Property Subject to Enforcement of Speed Limits and Traffic-Control Devises", which shall be codified in a new Section 225-64 shall be added which shall provide as follows:

"§ 225-64. Schedule XVV: Private Property Subject to the Enforcement of Speed Limits and Traffic-Control Devices.

Name of Street	**Property Location**
Hibberd Lane	The Preserve at Applebrook
Grist Mill Lane	The Preserve at Applebrook
Hibberd Lane	Applebrook Park

SECTION 7. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 8. **Repealer**. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 9. **Effective Date**. This Ordinance shall become effective five days after its enactment as law provides.

ENACTED AND ORDAINED this _____ day of _____, 2012.

ATTEST:

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

_____
Secretary

_____
Senya D. Isayeff, Chairman

_____
Thom Clapper Ph.D, Vice-Chairman

_____
E. Martin Shane, Member

_____
Carmen Battavio, Member

_____
Charles W. Proctor, III, Esquire, Member

SEWER OPERATING FUND - I&I EXPENSES FOR 2011

CHESTER CREEK		
Collection Wages - I&I	4,121	
Collection Vehicle Operation I&I	378	
Collection Maint. & Repair - I&I	42,293	
Total for Chester Creek		46,792
RIDLEY CREEK		
Collection Wages - I&I	1,673	
Collection Vehicle Operation I&I	333	
Collection Maint. & Repair - I&I	13,510	
Total for Ridley Creek		15,516
LOCHWOOD CHASE		
Collection Wages - I&I	79	
Collection Vehicle Operation I&I	0	
Collection Maint. & Repair - I&I	766	
Total for Lochwood Chase		845
GRAND TOTAL		63,153

610-692-7171
www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 5, 2012

Board of Supervisors
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Dear Mr. Isayeff:

At their meeting on Wednesday, January 4, 2012, the Pension Committee voted unanimously to recommend that the Board of Supervisors appoint the Pension Committee as Trustee of the current Defined Benefit Plan managed by Key Financial and INR.

Sincerely,

Giulio P

Giulio Perillo
Chairman
Pension Committee

610-692-7171
www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 5, 2012

Board of Supervisors
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Dear Mr. Isayeff:

At their meeting on Wednesday, January 4, 2012, the Pension Committee voted unanimously to recommend that the Board of Supervisors do the following regarding the Post Employment Benefit Trust Plan (Plan):

1. Appoint Victor Cozzone, Financial Advisor with Raymond James as the Fund Manager
2. Appoint the Pension Committee as Trustee of the Plan
3. For 2012, authorize transfer of the funds to the Fund Manager upon execution of the contract
4. Going forward authorize transfer of funds to the Fund Manager each year at the first meeting of the Board of Supervisors.

Sincerely,

Giulio R S

Giulio Perillo
Chairman
Pension Committee

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice (610) 692-7171
Fax (610) 425-8950
E-mail rsmith@eastgoshen.org

Date: January 11, 2012
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: Township Building Pay Phone

Background - When the Township Building was initially constructed provisions where made to have a pay phone by the front door so that a person could contact the emergency services in the event of emergency. At that time the police had a substation in the Township Building. We also installed a pay phone at the Township Park for the same reason.

Discussion - About two years ago we removed the pay phone from the Park to reduce costs, but kept the pay phone at the Township Building.

Verizon sold their pay phone business to Pacific Telemanagement Systems (PTS) and the question was raised about the need to continue to have a pay phone at the Township Building. The current charge is $89.06 per month ($1,068.72) per year. I contacted PTS and I was advised that outgoing calls ranged between 5-10 calls per month from January thru May 2011. No other usage info is available.

There is no pay phone at the WAWA and WEGO has an emergency button at the police station that connects the person to a call taker at the 911 center.

Question – Do you want to remove the pay phone at the Township Building?

F:\Data\Shared Data\Public Works Dept\Buildings\Twp. Bldg. 1580 Paoli Pike\Memo re Pay Phone 011112.doc

610-692-7171
www.eastgoshen.org

NB

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 12, 2012

East Goshen Township
Board of Supervisors
1580 Paoli Pike
West Chester, Pa. 19380

Re: Apartment Height Ordinance

Dear Board Members:

The Planning Commission has been discussing the Apartment Height standard outlined in the Zoning Ordinance, §240-29. This matter came up during some conversations about the height of apartments being proposed in a concept plan for the Smith property adjacent to Goshen Meadows Apartments. The Ordinance as it reads today is a little misleading and the Planning Commission believes a text amendment is necessary to clarify the standard.

At their meeting on January 4, 2012 the Planning Commission unanimously passed a motion recommending the Board of Supervisors consider amending the text to clarify the height standard. I then conferred with the solicitor and the recommended text amendment is as follows:

(6) Maximum height. Maximum height of all buildings shall not exceed 45 feet. ~~three stories or 30 feet.~~ Buildings shall not exceed three stories. No dwelling unit shall be more than two stories above ~~its~~ the ground entrance to the building without the use of an ~~elevators~~elevator to access all floors of the building.

If there is no abjection I'll forward this text amendment to the Chester County Planning Commission for review and comment.

Sincerely,

Mark A. Gordon
Township Zoning Officer

MEMO
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Date: January 13, 2012
To: Board of Supervisors
From: Rick Smith, Township Manager
Re: ABC Interviews

We have received 9 resumes for the ABC openings. When would the Board like to conduct interviews for these positions?

Nns

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 1/13/2012
To: Board of Supervisors
From: Mark Gordon, Township Zoning Officer MG
Re: Vision Partnership Program Grant (VPP)

Board Members,

I contacted the CCPC and spoke with Carol Stauffer to discuss the Vision Partnership Program Grant process. Here are a few of the highlights:

- CC Commissioners have allotted $125K for this application period.
- The County PC Staff is booked for approximately the next 1.5 years.
- Comp. Plan Updates are taking approximately 2 years to complete.
- In the County's experience Comp Plan Updates are costing more than $50K.
- The Grant requires a municipal funding match of at least 25%.
- Funds are awarded to a municipality to hire outside planning consultants for a specific project.
- It's recommended that the consultant you plan to use be involved in the application process and identified in the application.
- The overall cost for a Comp Plan Update should be determined by the consultant you plan to use during the application process.

Recommendation:

I recommend we contact a couple of Land Planners to submit proposals to the Township for the following:

- Provide a cost estimate to complete the VPP Grant Application for a Comp. Plan Update.
- Provide a cost estimate to complete a Comp. Plan Update in order to align the EGT Comp. Plan with Chester County Landscapes 2.

Once that information is know the staff will provide all the information required in the Grant Submission Resolution for the Board to consider in February.

EAST GOSHEN TOWNSHIP
ACTION LIST

New additions are in **bold**

#	Item	17-Jan-12 Action Due Date
ADM 09-04	Cell Tower	7-Feb-12
ADM 11-13	Electronic Newsletter	7-Feb-12
ADM 11-15	Sign Ordinance	7-Feb-12
ADM 11-16	Hershey's Mill Dam	7-Feb-12
ADM 11-23	IT Committee Implementation	7-Feb-12
DPW 08-02	TAG Action List	7-Feb-12
PCZ 11-6	Post Retirement Medical Benefits	7-Feb-12
ADM 11-22	Quarterly Financial Reports - 2011	21-Feb-12
FIN 11-05	Cloud Computing	21-Feb-12
ADMI 10-22	Comp Plan	21-Feb-12
DPW 07-02	Telecom Registration and Reporting	21-Feb-12
ADM 11-24	Municipal Authority Projects (qtrly)	17-Apr-12
PCZ 09-01	Quarterly Report on I&I	17-Apr-12
PCZ 12-01	Quarterly Review of Right to Know Requests	17-Apr-12

C+R

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Date: January 12, 2012
To: Board of Supervisors
From: Mark Miller, Director of Public Works
Re: Pond Treatment

The Township has seven ponds and/or wet retention basins:

- Pin Oaks farm pond
- Marydell wet basin
- Bowtree 1 wet basin
- Bowtree 2 & 3 farm pond
- Bowtree 2 & 3 wet basin
- Hershey Mill Estates wet basin
- Hershey Mill Estates mill pond

The Hershey Mill Estate mill pond has been drained/

The Pin Oaks Pond and Bowtree 2 & 3 wet basin have aerators in them. We have turned off the aerators in order to allow the water to freeze over during the winter in an attempt to discourage the geese.

I will be submitting required applications to PA DEP to chemically treat the ponds in 2102.

We will not chemically treat the Bowtree I wet basin or the Hershey Mill Estates wet basin. I have obtained a supply of barley straw and we will be treating these ponds with barley straw in accordance with the guidance obtained from the Penn State Extension. The guidance recommends that the barley straw be applied in the winter prior to the growing season. Accordingly, we will apply the straw within the next ten days.

I would add that we will not be doing any other type of treatment at the Bowtree I or Hershey Mill Estates wet basins. This will enable us to determine the effectiveness of the barley straw in controlling algae.

610-692-7171
www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 13, 2012

To: Board of Supervisors

From: Mark Miller

Re: Snow Blower

I would like your approval to purchase a snow blower for the skid steer loader. There are several roads where we have problems with drifting and it's very time consuming when using the loaders as you have to keep cutting in every four to six feet to pile snow. With the snow blower we can make two passes in a matter of minutes. This will also eliminate any damage to private property. We would also use the snow blower to clear the township owned parking lots.

I have contacted various dealers to get pricing and found a dealer in Minnesota who has several in stock, the cost for the snow blower will be $6980.00 and will offer a municipal discount of $1105.00 for a total of $5875.00.

OS-2 (10-08)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

January 3, 2012

JAN 5 2012

Ms. Sheila Shannon
1410 Boot Road
West Chester, Pennsylvania 19380

Dear Ms. Shannon:

This is in response to your December 12, 2011 letter concerning the storm water generated at your property at 1410 Boot Road, (SR 2020), West Chester Borough, Pennsylvania, 19380, East Goshen Township, Chester County.

In August 2008 the above section of roadway received a "mill and overlay", which would not change the reflection or height of the roadway.

Chester County Maintenance at your request, repaired the "blacktop curbing" at your residence, at which time Mr. Kennedy, Chester County Maintenance Manager, informed you that PennDOT does not install blacktop curbing across driveways.

Although driveways are the property owner's responsibility, Department Representatives, Bob Kennedy (Chester County Maintenance) and Joe Shuick (Chester County Permits), would be interested in meeting with you to discuss your options.

Should you require any additional information please contact Bob Kennedy, Chester County Maintenance Manager, at (484) 340-3201.

Sincerely,

Lester C. Toaso

Lester C. Toaso
District Executive 6-0

CC: Honorable Dan Truitt
Rick Smith, East Goshen Township Manager

Sheila Shannon
1410 Boot Road
West Chester, Pa 19380
610 696 9106

January 6, 2012

JAN 9 2012

Mr. Lester Toaso
District Executive
Penn DOT
7000 Geerdes Blvd.
King of Prussia, Pa 19406

Re: Hazardous road condition at the intersection of Boot Road and Heather Lane

Dear Mr. Toaso,

Thank you for your letter of January 3, 2012 the repaving that I am referring to took place on or about 2002 and the not the mill and overlay which occurred in 2008 referred to in your letter. Contacting Mr. Kennedy about the 2008 repair would, therefore, have no relationship to the hazard created in 2002 to which I am referring. The date of 2002 was clearly indicated in my letter of December 12, 2011. Since you are the senior executive in this District, your personal attention to the public's safety concerns is essential in initiating the directives to remedy this improper repaving.

I believe a review of the chronology of events might be helpful in your decision making process. After 40 years of experience in a dry house I awaken to flooding in my recreation room and garage in 2002. I determined that the grade on Boot Road had been changed by the East Goshen Township after they installed a sewer line extension. I contacted your District and asked for help. I believe it was Mr. Martino, who apologized and said there was nothing your District could do. I waited for the next rain event and took pictures of the torrents of water cascading crossing Boot Road.

The picture showed the water was so deep that ripples could be easily seen and even small white caps where visible. Mr. Martino then relented and decided to install a curb along the front of the property. In retrospect that was good news and bad news. The good news the curb prevented the water from entering my property near the junction of Heather Lane and Boot Road. The bad news the curb only moved the water further down Boot Road and overwhelmed what I believe is the proper grade for my drive way. The normal elevation of my driveway entrance that I had for forty years was now no match for the volume of water cascading across Boot Road. The repaving raised the road bed at least two inches. Mr. Smith points out that putting a curb across the driveway entrance would be unsafe. I want to make it clear that I never asked for curbing this was a Penn-Dot and/or the Township's idea. I have only asked that Penn-Dot toremedy the problem.

What surprises me, and with some alarm, is the picture clearly showed a volume of water at a depth that is an ideal recipe for hydroplaning. As you know hydroplaning for an unsuspecting motorist can create a critical situation, the consequences of which can be fatal. This is a clear and

present danger to the motoring public. In my opinion the first reaction of your District should have been to eliminate the hazard. The repaving has caused a hazardous condition to exist for the motoring public. The water that is coming into my house is only a by- product of the District's failure to be involved with the engineering of the repaving project. Furthermore, after I had given notice of the hazard, with demonstrable evidence the District failed to take action, with the Township to correct their improper repaving. Causing the Township to correct this problem is well within your scope of authority, but ultimately Penn Dot and the Township have joint liability. I would recommend that you determine if the Township specified in their contract "any cross-slope requirement" I am sure you are aware that not given a cross slope requirement the contractor will generally lay 2 inches of asphalt without any regard for existing conditions. Furthermore do the District's records show that the repaving was checked to confirm it was done properly considering notice was given as to its defect and the resulting absolute cause of the damage to my property?

The dialog we have had over the years must move away from curbing and the damage to my property and address the root cause of the problem. This project that was poorly engineered and supervised. No validation of conformity to the required highway design standards was done after the contractor had finished his work. But most importantly no District engineering investigation was done after a notice of a hazard was given. In order to encourage a clearer focus on this hazardous condition please make these letters a matter of Public Record.

I strongly recommend that you and Mr. Martino visit the site so you can witness first hand that the water is not just coming from the roadway, but under certain ground and weather conditions, from acres of adjoining lands. It will also allow you to confirm conformity to design standards. In my experience of forty years the water from those lands never crossed Boot Road. In my opinion your District has the equipment, manpower and budget resources to remedy the problem without building more curbs or altering my driveway.

I have had substantial damages to my house and have invested over $11,000 to try to prevent the assault of the water generated by the improper paving. I have exhausted my efforts, and I am tired of putting a Band- Aid on a sore not of my making or responsibility. I am committed to resolving these defectives and the hazardous condition.

I request a response from you in writing as to Penn Dot intentions in this matter.

Sincerely yours,

Sheila Shannon

Sheila Shannon

cc: Mr. Nick Martino
Mr. Dan Truitt
Mr. Senya D. Isayeff
Mr. Rick Smith ✓

610-692-7171
www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 12, 2012

Dear Property Owner:

The purpose of this letter is to inform you that the Township has received the final lease agreement and plan for the Wireless Communications Tower to be built on the Township property at 1572 Paoli Pike. The Board of Supervisors is going to discuss and consider executing the agreement with Liberty Towers, LLC to erect and operate the tower during their regularly scheduled meeting on **January 17, 2012 beginning at 7 PM**

Copies of the lease agreement and the site plan are posted on the Township website, www.eastgoshen.org.

All meetings of the Board of Supervisors are held at the Township Building, located at 1580 Paoli Pike, West Chester, PA 19380. If any person who wishes to attend the meeting has a disability and/or requires an auxiliary aid service or other accommodation to observe or participate in the meeting, he or she should contact the Township at 610-692-7171 to discuss how those needs may be accommodated.

Sincerely,

Mark A. Gordon
Township Zoning Officer

CRITICAL TERM SHEET

Land Lease Agreement between East Goshen Township and Liberty Towers, LLC

Lease Dated: _____

Effective Date: _____(date of execution by last party to sign the lease)

Leased Premises: 75 foot by 90 foot portion of the Township property which is depicted on Exhibit B attached to the Lease.

Term of Lease: 10 years commencing on the Commencement Date which is the earlier of the date that: i) Liberty begins construction of the Communications Facility; or (ii) 6-months after the date that Liberty receives all approvals.

Liberty must provide to the Township written notice of the Commencement Date.

The term will automatically be extended for one additional 10 year term identified as the First Renewal Term and one additional 9 year and 11 month term identified as the Second Renewal Term unless Liberty sends the Township notice in writing at least 30 days prior to expiration of the then current term.

Lease Fee: Spelled out in paragraph 3 of the Lease.

Initial Term: Monthly fee payments of $4,012.36

First Renewal Term: Monthly fee payments of $5,392.26

Second Renewal Term: Monthly fee payments of $7,246.76

Fee payments commence on the Commencement Date and then are paid on the first day of each month.

Upon execution of the Lease, Liberty shall pay an initial fee payment of $72,000.00 which shall be placed in escrow by counsel for Liberty until Liberty commences construction of the Communications Facility. Upon execution of the Lease, Liberty provides to the Township attorneys fees in an amount not to exceed $3,000.00. The Township must hold the attorneys fees in escrow until Liberty commences construction of the Communications Facility.

Upon commencement of the first year of the First Renewal Term, a fee payment of $75,000.00 is paid.

Upon commencement of the first year of the Second Renewal Term, a fee payment of $74,375.00 is paid.

If sixth service provider adds an additional antenna array between 151 and 160 feet, the current monthly fee payment to the Township shall be increased by $500.00. If a seventh service provider installs an antenna array between 161 and 170 feet, then the current monthly fee payment to the Township is increased by $750.00. If an eighth service provider installs antenna array between 171 and 180 feet, the amount of the monthly fee payment to the Township shall be increased by $1,000.00.

If an antenna array is installed below a height of 99 feet, the current monthly fee payment to the Township shall be increased by an amount equal to 15% of gross monthly rent paid to Liberty for the right to install an antenna below a height of 99 feet.

Description of Communications Facility: One antenna support structure with an initial height of 150 feet. The tower shall be capable of being extended to a height of 180 feet. It can only be increased by increments of 10 feet above 150 feet.

Feasibility Period: 6 months from the Effective Date of the Lease. Liberty must pay the Township $500.00 within 30-days after effective date (payment for feasibility period). Liberty has the right to extend the feasibility period for an additional 6-month period by providing written notice to the Township at least 10-days prior to expiration of the feasibility period or the extended feasibility period. Liberty must pay a $750.00 fee to extend the feasibility period. If Liberty determines during the feasibility period that the property is not suitable for its intended use, Liberty has the right prior to the Commencement Date to terminate the Lease by providing written notice to the Township.

Utilities: Liberty is responsible for all utilities used by Liberty at the Premises.

Access: Liberty was granted an easement across the Township's property for ingress, egress and access to the Premises and to the Communications Facility. The easement is specifically depicted on the plans attached to the Lease as Exhibit B.

Subleasing: Liberty has the right to sublease or license all or any portion of the Premises.

Assignment: Liberty has the right to assign its rights under the Lease to any entity provided the assignee has a net worth of not less than $5 million dollars. Approved assignee is required to replace the bond or form a financial guarantee which is posted to guarantee the removal of the Communications Facility.

Taxes: Liberty must pay any increase in real estate taxes assessed against the Township which are attributable to the Communications Facility. The tax must be paid by Liberty within 30-days after the Township sends written demand to Liberty to pay the taxes.

Removal of Communications Facility: Upon termination or expiration of Lease, Liberty has 60 days to remove the Communication Facility. Liberty must post a bond or other form of financial security acceptable to the Township to guarantee cost of removal of Communications Facility.

Right of First Refusal: If the Township receives a bona fide offer to acquire the lease, Township must first give Liberty the right to match the offer.

Insurance: Liberty must maintain commercial general liability insurance with single limits of $5 million dollars. Township must be a certificate holder and additional insured. Insurance policy must provide that the policy cannot be terminated without 30-days advance notice to the Township. Contractors and subcontractors that perform construction of Communications Facility must maintain the same amount of insurance.

Termination of Lease: See paragraph 13 for Liberty's rights to terminate. If Liberty exercises the right to terminate per this paragraph, must pay a termination fee equal to six months of current monthly rent

Mark Gordon

From: Rebecca Greenhow [rebeccagreenhow@gmail.com]
Sent: Thursday, December 15, 2011 3:09 PM
To: mgordon@eastgoshen.org
Subject: Re: Cell tower

Correct. When we were building our pool, we used West Chester landscape architect Tom Committa who I understand is well known to East Goshen Township. One of the disasters he saved us from was our proposal of a white fence. He explained how white draws the eye whereas a dark color recedes into the background. You can see it on a small scale during the warm weather with hanging baskets. When the plant is in a bright, white pot, you see the pot first. When the plant is in a green or moss-lined black basket, you see the plant. I definitely think this is worth a consult with a knowledgeable landscape architect.

Thanks so much for your quick response, Mark. Have a very happy holiday!

On Thu, Dec 15, 2011 at 2:53 PM, Mark Gordon <mgordon@eastgoshen.org> wrote:

Ms. Greenhow,

Proposed color of the tower is white. We have requested a paint sample of the proposed color. One request was for an off white color. Is your suggestion that the tower be a dark color?

-Mark

From: Rebecca Greenhow [mailto:rebeccagreenhow@gmail.com]
Sent: Thursday, December 15, 2011 2:45 PM
To: mgordon@eastgoshen.org
Subject: Cell tower

Dear Mr. Gordon,

I've read the documents posted on the website but am unable to find an answer to my question. What color will it be? I think part of the problem with the ill-fated flagpole/tower at the church some years back was its glaring white color. While the pine tree towers don't look like real pine trees, they blend in better with the surroundings as would a dark pole.

Thank you.

--
Rebecca Craven Greenhow

West Chester, PA 19380

Mark Gordon

From: lisa [redacted]
Sent: Thursday, December 22, 2011 10:52 AM
To: mgordon@eastgoshen.org
Subject: Cell Tower in East Goshen

Hi Mark, as a friend of Becky Greenhow's, I wanted to add my opinion as well that the tower should be as

Dark as possible, so as not to interrupt the eye…to see right thru it basically. Thank you!

Lisa DiLullo, [redacted]

Bloom where you are planted
Lisa DiLullo

[redacted]

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (referenced herein as the "Agreement" and as the "Lease") is made and entered into as of the Effective Date (as such term is hereinafter defined), by and between the Township of East Goshen ("Owner"), and **Liberty Towers, LLC**, a Delaware limited liability company ("Liberty").

WITNESSETH

WHEREAS, Liberty desires to lease from Owner a portion of the parcel of real property located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, and more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property") for the purposes of constructing, operating, and maintaining the communications facility described herein on the portion of the Property described in **Exhibit B** hereto, and Owner is amenable to leasing such portion of the Property to Liberty for such purpose; and

WHEREAS, the parties desire to set forth herein the terms and provisions pursuant to which Owner shall lease the portion of the Property described herein to Liberty, and Liberty shall lease such portion of the Property from Owner and utilize the same for the purposes set forth herein;

NOW, THEREFORE, In consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **LEASE OF PREMISES.** Owner hereby demises and leases to Liberty, and Liberty hereby leases from Owner, for the purposes described herein, that approximately 75 ft. x 90 ft. portion of the Property centered on coordinates Latitude 39°-59'-27.53"N, Longitude 75°-32'-50.77" W (the "Premises"), together with the Easements (as such term is hereinafter defined), all as described and depicted in **Exhibit B**, attached hereto and by this reference made a part hereof, TO HAVE AND TO HOLD the Premises and the Easements, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Liberty. This Lease is made upon the covenants and agreements hereinafter set forth with which the parties hereto respectively agree to observe and comply during the Term (as such term is hereinafter defined).

2. **TERM.** The initial term of this Agreement (the "Initial Term") shall be ten (10) years, commencing on the earlier of the date (the "Commencement Date") that: (i) Liberty begins construction of the Communications Facility (as such term is hereinafter defined) at the Premises, or (ii) is six (6) months after the date that Liberty receives all Approvals (as such term is hereinafter defined) necessary for the construction of the Communications Facility, and expiring on the 10th anniversary of the Commencement Date, unless otherwise terminated at an earlier date in accordance with the terms of this Agreement. Liberty shall provide to Owner written notice of the Commencement Date. This Agreement shall automatically be extended for one (1) additional ten (10) year term (the "First Renewal Term"), and one (1) additional nine (9) year and eleven (11) month term (the "Second Renewal Term") (collectively, the "Renewal Terms"; individually, a "Renewal Term") pursuant to the same terms and conditions as set forth herein, unless Liberty notifies Owner, in writing, at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term then in effect, of Liberty's election not to extend the term of this Lease. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term".

3. **LEASE FEE.**

(a) Liberty shall pay Lease rental fees to Owner(each a "Fee Payment"; collectively, the "Fee Payments") according to the following schedule:

i. During the Initial Term, monthly Fee Payments of $4,012.36;
ii. During the First Renewal Term, monthly Fee Payments of $5,392.26;
iii. During the Second Renewal Term, monthly Fee Payments of $7,246.76;
iv. Upon execution of the Lease, a Fee Payment of $75,000.00 (the "Initial Fee Payment");
v. Upon commencement of the first year of the First Renewal Term, a Fee Payment of $75,000.00; and,
vi. Upon commencement of the first year of the Second Renewal Term, a Fee Payment of $74,375.00.

(b) The Communications Facility shall include, as fully described and depicted in **Exhibit B**, one antenna support structure with an initial height of 150'. The antenna support structure is capable of being extended to a height of 180'. The antenna support structure is capable of accommodating multiple antenna array. The height of the antenna support structure may be increased above a height of 150' to accommodate additional antenna array. The height of the antenna support structure shall be increased above 150' in increments of no more than 10' for each additional antenna array. Fee Payments made by Liberty to Owner shall be increased according to the following schedule for additional antenna array installed on the antenna support structure above a height of 150':

i. If a sixth service provider installs an antenna array on the antenna support structure at an elevation between 151' and 160', then the amount of the current monthly Fee Payment to the Owner shall be increased by $500.00;

ii. If a seventh service provider installs an antenna array on the antenna support structure at an elevation between 161' and 170', then the amount of the current monthly Fee Payment to the Owner shall be increased by $750.00; and,

iii. If an eighth service provider installs an antenna array on the antenna support structure at an elevation between 171' and 180', then the amount of the current monthly Fee Payment to the Owner shall be increased by $1000.00.

iv. For each antenna array installed on the antenna support structure below a height of 99', the amount of the current monthly Fee Payment to the Owner shall be increased by an amount equal to 15% of the gross monthly rent paid to Liberty for the right to install an antenna array below a height of 99' on the antenna support structure.

(c) Such Fee Payments shall commence on the Commencement Date, and thereafter shall be made on the first day of each month during the Term. All such Fee Payments shall be made to Owner at the address for Owner set forth in Section 23(h) hereof. If the Lease expires or is terminated on a date other than the last day of the month, then the Fee Payment due for such month shall be prorated as of the date of such termination or expiration and the prepaid portion of such Fee Payment shall be refunded to Liberty within thirty (30) days of the Lease expiring or terminating.

(d) The Initial Fee Payment, less attorney fees in an amount not to exceed $3,000.00, shall be held in escrow by counsel for Liberty until Liberty commences construction of the Communications Facility. Counsel for Liberty shall provide Owner with a record reflecting the deposit of the Initial Fee Payment in a financial institution. Liberty shall provide Owner with attorney fees in an amount not to exceed $3,000.00. Owner shall hold the attorney fees in escrow until Liberty commences construction of the Communications Facility. In the event that Liberty does not obtain any Approvals, as the term is defined in Section 13 of the Lease,

required for the Communications Facility, or any Approval required for the Communications Facility is cancelled, terminated or expires, counsel for Liberty shall return the Initial Fee Payment to Liberty, and Owner may retain attorney fees previously held in escrow. Within five (5) days of commencement of construction of the Communications Facility, counsel for Liberty shall transmit the Initial Fee Payment, less attorney fees not to exceed $3,000.00, to Owner, and Owner may retain the attorney fees previously held in escrow. Counsel for Liberty Towers is designated as Richard J. Lemanowicz, 1012 North Bethlehem Pike, Suite 200 B-3, Lower Gwynedd, PA 19002.

4. **FEASIBILITY PERIOD.**

(a) During the period commencing on the Effective Date and terminating six (6) months thereafter (as the same may be extended pursuant to Section 4(c) hereof)(the "Feasibility Period"), Liberty, and its agents and contractors, are hereby granted the right, at Liberty's sole cost and expense, to enter upon the Property and conduct such analyses, tests, reviews, inspections and studies (collectively, the "Tests") as Liberty deems necessary to determine the Property's suitability for Liberty's intended use thereof. Such Tests may include, but are not limited to, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and such other Tests as Liberty deems necessary or desirable. In addition, Liberty may obtain an abstract or preliminary title report regarding the Property from a title insurance company of its choice (the "Title Report"). The parties hereto covenant and agree that notwithstanding anything to the contrary set forth herein, Liberty shall not be liable to Owner or any third party on account of or otherwise with regard to any pre-existing defect, condition or encumbrance on or with respect to the Property, title to the Property and/or any improvements located on the Property, regardless of whether or such defect, condition or encumbrance is disclosed by the Tests or the Title Report.

(b) During the Feasibility Period and throughout the Term, Owner shall cooperate with Liberty and shall execute all documents required to permit Liberty's intended use of the Premises and the Easements in compliance with zoning, land use, utility service and building laws, rules, ordinances, permits, approvals, variances and regulations. Owner shall not take any action that would adversely affect Liberty's ability to obtain or maintain any governmental approval. Owner hereby appoints Liberty as its agent and attorney–in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning and land use approvals and/or building permits regarding the Communications Facility (as such term is hereinafter defined) and the Premises and the Easements.

(c) In consideration of Owner granting Liberty the right to conduct the Tests and obtain the Title Report during the Feasibility Period, Liberty agrees to pay to Owner the sum of Five Hundred Dollars ($500.00) within thirty (30) days after the Effective Date. Liberty shall have the right to extend the Feasibility Period for additional six (6) month periods (each a "Feasibility Extension Period"; collectively the "Feasibility Extension Periods") by providing written notice thereof to Owner at least ten (10) days prior to expiration of the Feasibility Period or the Feasibility Extension Period then in effect, as applicable, provided that: (i) Liberty is diligently and in good faith seeking to obtain the Approvals (as such term is hereinafter defined); (ii) a required Approval has not been rejected without an opportunity to appeal; and (iii) Liberty pays to Owner the sum of Seven Hundred Fifty Dollars ($750.00) for each Feasibility Extension Period that Liberty extends in accordance with the terms hereof, each such payment to be made prior to the commencement of the Feasibility Extension Period to which such payment relates.

(d) If, in the sole and absolute discretion of Liberty, the Property is not suitable for Liberty's intended use thereof, or Liberty determines that the construction and operation of the Communication Facility on the Property would not be in Liberty's best interest, Liberty shall have the right at any time prior to the Commencement Date to terminate this Agreement by providing written notice thereof to Owner. Upon and after such termination, neither Owner nor Liberty shall have any further obligation or liability under this Agreement except as otherwise expressly provided herein.

(e) If the state of title to the Property as set forth in the Title Report indicates any liens, claims or encumbrances which may interfere with Liberty's use and operation of the Premises and/or the Easements, Liberty shall have the right to either (i) discharge such liens, claims and/or encumbrances with the consent of Owner, if possible, and deduct the cost thereof from the Fee Payments to become due hereunder, or (ii) terminate this Lease by providing written notice thereof to Owner. Upon and after such termination, neither Owner nor Liberty shall have any further obligation or liability under this Agreement except as otherwise expressly provided herein.

(f) Liberty shall pay for all costs incurred by it in connection with the Tests and the Title Report and its permitting and approval activities with regard to the Premises and the Easements and its general due diligence review of the Property.

(g) Liberty agrees to promptly, to the extent reasonably practicable under the circumstances, repair any damage to the Property that is caused by the Tests and restore the Property to the condition it was in immediately prior to such Tests.

(h) The provisions of this Section 4(f) – (h) shall survive the termination of this Lease for a period of one (1) year, notwithstanding anything in this Lease to the contrary.

5. **USE.**

(a) Liberty is hereby granted the right to use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a wireless communications tower and base, transmitting and receiving antennas, cables, wires, utility lines, equipment shelters and buildings, electronics equipment, generators and other equipment, improvements and personal property, fencing and landscaping around the perimeter of the Premises or the portion thereof within which such communications tower shall be located (the "Tower Compound"), a gate to the Tower Compound, and a location based system (including, without limitation, antenna(s), coaxial cable, base units and other associated equipment) as such location based system may be required by any county, state or federal agency/department with jurisdiction over the construction and operation of the Communications Facility, all as described and depicted in Exhibit C attached hereto (collectively, the "Communications Facility"). Liberty shall have the right to alter, replace, expand, enhance and upgrade the Communications Facility within the Premises at any time during the term of this Lease. Liberty shall cause the construction of and all modifications to the Communications Facility to occur in material compliance with all applicable laws, rules, regulations, ordinances, permits, approvals and variances.

(b) Liberty shall keep and maintain the Communications Facility now or hereafter located on the Premises in good condition and repair, and shall maintain and operate the Communications Facility in material compliance with all applicable federal, state and local laws, rules, regulations, ordinances, permits, approvals and variances, normal wear and tear and casualty not caused by Liberty or any employee, agent, contractor or representative thereof excepted.

(c) Liberty shall have the right to fence the Premises or the Tower Compound. Any fence to be constructed shall be approved by Owner. Liberty shall have the right to clear and thereafter to keep clear the Premises, and the Easements of all trees, bushes, rocks, crops and other vegetation. If the construction or maintenance of the Communications Facility results in damage to the Property or to any adjacent lands of Owner (other than as permitted or otherwise contemplated herein) Liberty shall pay to Owner the sum required to effect the repair of such damage.

(d) Liberty will pay for all utilities services used by Liberty at the Premises. If the Premises do not have utilities services thereat, Liberty shall have the right to cause utilities services to be installed at the Premises, at Liberty's sole expense, and to improve, at Liberty's sole expense, the present utilities services to the Premises

(including, but not limited to, the installation of emergency power generators, power lines and utility poles). Owner agrees to use reasonable efforts to assist Liberty in acquiring the necessary utilities services to the Premises.

(e) As partial consideration for the Fee Payments paid pursuant to this Lease, Owner hereby grants to Liberty, and to Liberty's sublessees, licensees and assigns, during the Initial Term of this Lease and all Renewal Terms, easements in, under and across the Property: (i) for ingress, egress and access to the Premises, by foot and motor vehicles (including trucks), (ii) to install utilities services at the Premises, and (iii) for the installation and maintenance of communications equipment, utility wires, poles, cables, conduits, and pipes to accommodate Liberty's permitted use of the Premises hereunder extending from the nearest public right-of-way, over and across any property of Owner to the Premises (collectively, the "Easements"). The Easements shall be located on the Property in the areas described and depicted in **Exhibit B** hereto. The Easements granted hereunder shall have the same term as this Lease. In the event that any utility company requires an easement not otherwise located with the area of the Easements to provide utilities services to Liberty, Owner agrees to grant such necessary easement to said utility company. Such additional easements in favor of the utility companies shall be located within the Property in an area(s) that is/are mutually approved by and acceptable to Owner, Liberty and such utility companies.

(f) The Easements are non-exclusive easements to and for the benefit of Liberty and its agents, employees, sublessees, licensees, assigns and business visitors. Subject to Owner approval, which shall not be unreasonably withheld, Liberty shall have the right to construct, maintain and repair a roadway over the aforementioned Easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Liberty's business at the Premises and for electricity, water, telephone and gas services. If Owner or other tenants of Owner damage or disturb the Easements, then Owner or Owner's other tenants shall share in the reasonable and proportionate costs incurred to repair such Easements. Owner represents and warrants that Liberty's intended use of the Premises and the Easements does not conflict with any agreements, restrictions, covenants, conditions, easements or licenses, whether or not of record, that affect the Premises and/or the Easements.

(g) Liberty shall have 24-hours-a-day, 7-days-a-week access to the Premises and the Easements (the "Access") at all times during the Initial Term of this Lease and any Renewal Term. Liberty shall have the right to park its vehicles on Owner's Property when Liberty is constructing, removing, replacing and/or servicing its Communications Facility. Parking areas allocated for use during construction and maintenance of the communications facility shall be identified on **Exhibit C.**

6. **SUBLEASING.** Liberty has the right to sublease or license all or any portion of the Premises and the Easements during the Term of this Agreement, without Owner's consent, subject to the following conditions: (a) the term of each such sublease or license may not extend beyond the Term of this Agreement, and (b) all such subleases and licenses shall be subject to all the restrictions and limitations set forth in this Agreement, provided that no term or provision contained herein: (i) shall create or be construed to create privity of estate or of contract between the sublessees or licensees who are a party to such subleases or licenses, respectively, and Owner under this Lease, or (ii) shall grant or otherwise afford any such sublessees or licensees any rights, title or interests in, to or under this Lease or subject such sublessees or licensees to any obligations under this Lease (other than the obligation to comply with all restrictions and limitations set forth herein).

7. **ASSIGNMENT.**

(a) Upon written notice to Owner, Liberty shall have the right to assign its rights under this Agreement, in whole or in part, to any person or any business entity at any time, provided that such assignee has a net worth of not less than $5,000,000 as determined in accordance with generally accepted accounting principles, and further provided that the assignee assumes all of Liberty's obligations hereunder. After delivery by Liberty to Owner of an instrument of assumption by an assignee wherein such assignee assumes all of the liabilities and obligations of Liberty under the Agreement and a document reasonably acceptable to Owner verifying the then net worth of the assignee to be not less than $5,000,000, Liberty will thereafter be relieved of all liabilities and obligations pursuant to this Agreement.

Any assignee shall be required to replace any bond, or other acceptable form of financial guarantee, posted for guaranteeing the removal of the Communications Facility.

(b) Subject to the terms of Section 11 hereof, Owner may assign its rights and obligations under this Agreement to its successor in interest in and to the Property without the prior consent of Liberty. The parties hereto covenant and agree that notwithstanding any sale, conveyance, transfer or other disposition of the Property or any part thereof or interest therein or this Lease or any part thereof or interest therein to any party other than Liberty, by transfer of fee title to the Property or a part thereof, by the granting of leasehold interest in and to or an easement over the Property or any part thereof, or by any encumbrance of the Property or any part thereof, by any sale, assignment or other disposition of this Lease or any part thereof or any right and/or interest therein, or otherwise, the Property, the Premises and the Easements shall remain subject to the Lease and the terms and provisions hereof and Liberty's rights, title, interests and remedies hereunder for the entire Term of this Lease.

8. **TRANSFER WARRANTY.** The parties hereto covenant and agree that all sales, leases and transfers of the Property or any part thereof, and the granting of any easement encumbering an interest in and to the Property or any part thereof, shall during the Term be subject to this Lease and Liberty's rights hereunder and shall not adversely affect Liberty's use of the Premises and the Easements as contemplated hereby.

9. **TAXES.**

(a) Liberty acknowledges that the Property is currently exempt from assessment of real estate taxes. Should the tax exempt status of the Property change, Owner agrees to pay when due all outstanding taxes, judgments, liens, claims, assessments and/or other charges which are levied upon Owner or the Property and which are or in the future could become liens upon the Property, in whole or with regard to any part thereof (individually, a "Lien"; collectively, the "Liens"). Upon failure of the Owner to pay the any Lien when due as provided above, Liberty, at its sole option but without any obligation to do so, may pay said Lien. Liberty shall have the right to setoff and offset any sum so paid by Liberty, and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payments, against the Fee Payments and/or against any other charges payable by Liberty to Owner under the terms of this Agreement. In the event that Liberty elects not to setoff or offset the amounts so paid by Liberty against the Fee Payments, or in the event that such amounts paid by Liberty exceed the Fee Payments payable to Owner for the term of the Agreement then in effect, Owner shall reimburse Liberty for all amounts so paid by Liberty (and not offset against the Fee Payments) immediately upon demand. Any forbearance by Liberty in exercising any right or remedy provided for in this Section 9 or otherwise afforded by law or in equity shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(b) Liberty shall pay when due: (i) all personal property taxes which are directly attributable to the presence or installation of the Communications Facility at the Premises and (ii) any increase in real estate taxes assessed against Owner and the Property directly attributable to the Communications Facility and relating to periods from and after the Commencement Date exclusively. Liberty shall pay to Owner such tax increase due from Liberty to Owner pursuant to this Section 9(b) within thirty (30) days after Owner sends written demand to Liberty for payment thereof, provided that as a condition precedent to Liberty's obligation to pay such taxes: (x) Owner shall provide to Liberty documentation from that applicable taxing authority, reasonably acceptable to Liberty, indicating that such increased taxes are directly attributable to the Communications Facility; and (y) Owner shall, at Liberty's request, file a timely protest to such tax increase with the appropriate taxing authority, and hereby consents to Liberty's intervention in and prosecution of the same. Liberty and Owner shall cooperate with each other in the protest of any such tax assessment by providing each other with information regarding the relative valuation of their respective properties, and allowing each other to participate in any proceeding related to such tax protest. Nothing in this Section 9(b) shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment. Liberty shall be responsible for the fees and costs associated with any tax assessment protest initiated pursuant to this Section 9(b).

10. **REMOVAL OF COMMUNICATIONS FACILITY.** Upon written request of Owner given to Liberty within ten (10) days of the expiration or earlier termination of this Agreement, or at Liberty's option, all personal property and trade fixtures of Liberty, specifically including, but not limited to, the Communications Facility, shall be removed by Liberty from the Premises within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary set forth herein, upon the expiration or earlier termination of this Agreement, Liberty shall not be required to remove any slab or foundation installed at the

Premises by Liberty more than two (2) feet below grade level. Liberty shall have the right at any time during the Term of this Lease to remove the Communications Facility from the Premises without the consent of Owner. Liberty shall post a bond, or other form of financial security acceptable to Owner, to guarantee the cost of removal of the Communications Facility. The amount of the bond, or other acceptable security, shall be increased by an amount equal to adjustments to the Consumer Price Index for the Chester County Pennsylvania area.

11. **RIGHT OF FIRST REFUSAL.**

(a) If at any time during the Term Owner receives a bona fide offer (each an "Offer") from a third party to acquire the Lease, (the "Offered Interest"), which Offer Owner is prepared to accept, Owner shall promptly transmit to Liberty Owner's written offer (each a "First Refusal Notice") to sell or otherwise transfer the Offered Interest contemplated by such Offer to Liberty on the same terms and conditions specified in the Offer. The First Refusal Notice shall set forth in detail: (i) the prospective third party purchaser's name, (ii) the purchase price for the Offered Interest, (iii) the other terms and conditions of the Offer, and (iv) the proposed closing date for the transaction contemplated by the Offer. Liberty shall have thirty (30) days within which to accept such Offer. If Liberty accepts such Offer by written notice (the "Acceptance Notice") to Owner within said 30 day period (such Acceptance Notice shall specify a closing date which is the later of sixty (60) days from the date thereof or the closing date specified in the Offer), such offer and acceptance shall constitute a contract between them for the sale by Owner and the purchase by Liberty of the Offered Interest described in the First Refusal Notice, and shall not thereafter be subject to rejection by either party unless Liberty's due diligence review of the Offered Interest described in the First Refusal Notice, which due diligence review must be conducted within the above-referenced 60 day period, is unacceptable to Liberty, in its reasonable discretion, whereupon Liberty may terminate its Acceptance Notice and the conveyance of Offered Interest described in the First Refusal Notice to Liberty without further liability or obligation of either of the parties hereto specifically with regard to such conveyance.

(b) At the closing of such transaction Owner shall convey to Liberty the Lease, by an assignment and assumption agreement, for no consideration (other than the purchase price paid for the Offered Interest pursuant to the First Refusal Notice and the Acceptance Notice, which purchase price shall constitute the consideration for the Lease) and all rights, privileges, easements and appurtenances thereunto belonging and attaching, and Owner shall, at its sole expense, take all actions and make all filings that are required to so convey the Lease to Liberty.

(c) If the Offer is not so accepted by Liberty, Owner may sell or otherwise transfer the Offered Interest described in the First Refusal Notice to such bona fide third party purchaser pursuant to the terms contained in the Offer. Any such sale or transfer must be consummated within one hundred eighty (180) days following the expiration of the time herein above provided for the acceptance of the Offer by Liberty. If such sale or transfer to such third party purchaser is not consummated within said 180 day period, the terms of this Section 11 shall remain in effect and be applicable to any subsequent transfer or other disposition of this Lease to any party, including, without limitation, such third party purchaser. The parties hereto covenant and agree that notwithstanding any sale, transfer or other disposition of this Lease to any party other than Liberty, this Lease shall continue in full force and effect, the Property, the Premises and the Easements shall remain subject to this Lease and Liberty's rights, title, interests and remedies hereunder, and Liberty's right of first refusal contained in this Section 11 shall survive any such sale, transfer or other disposition and shall remain effective with respect to any subsequent offers to purchase or otherwise acquire this Lease.

12. **INSURANCE.** Liberty shall maintain commercial general liability insurance insuring Liberty against liability for personal injury, death or damage to personal property arising out of Liberty's use of the Premises and the Easements, with combined single limits of Five Million Dollars ($5,000,000). Owner shall be a certificate holder and an additional insured on the required commercial general liability policy. Liberty, and/or the issuer of the required commercial general liability insurance policy, shall provide the Owner with at least 30 days prior written notice of the termination of the required commercial general liability policy. All contractors and subcontractors that perform the construction of the Communications Facility shall be required to maintain commercial general liability insurance that meets the requirements of this Lease.

13. **TERMINATION.** Liberty may terminate this Agreement at any time, in its sole discretion, by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. Further, this Agreement may be terminated by Liberty immediately, at any time, upon giving written notice to Owner, if: (a) Liberty cannot obtain all governmental certificates, permits, variances or other approvals (each an "Approval"; collectively, the "Approvals") and/or any subleases, licenses or easements required or needed by Liberty for the installation and operation of the Communications Facility at the Premises as contemplated hereunder, or (b) any Approval or other licensee or sublease is canceled, terminated, or expires or lapses, or (c) Owner fails to deliver to Liberty any non-disturbance agreement or subordination agreement required hereunder, or (d) Owner fails to have proper ownership of the Property and/or authority to enter into this Agreement, or (e) Liberty determines that the Property contains Hazardous Substances (as such term is defined in Section 15 hereof) and such Hazardous Substances were not introduced to the Property by Liberty, or (f) after the Initial Term, Liberty determines that the Property is not appropriate for its operations for economic, environmental or technological reasons, or (g) Owner is in default hereunder and fails to cure such default within the periods specified in and otherwise in accordance with the terms of Section 18 hereof. Any termination of this Agreement pursuant to this Section 13 shall not constitute a waiver of Liberty's rights under Section 14 of this Agreement. In the event that Liberty terminates this Agreement pursuant to this Section 13, Liberty shall pay Owner a termination fee equal to six (6) months of the current monthly Fee Payment.

14. **INDEMNITY.** Owner and Liberty each agree to indemnify and hold harmless the other party from and against any and all claims, losses, liabilities, obligations, damages, cost and expenses, including reasonable attorney fees (collectively, the "Losses"), to the extent caused by or arising out of (a) the acts or omissions in the operations or activities on the Property, the Premises and/or the Easements by the indemnifying party or the employees, agents, contractors, licensees, tenants (other than Liberty if Owner is the indemnifying party) and/or subtenants of the indemnifying party, or (b) a breach of or default by the indemnifying party under this Lease that has not been cured in accordance with the terms hereof. Notwithstanding the foregoing, this indemnification shall not extend to Losses exclusively arising from the negligence or intentional misconduct of the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party hereto, and (ii) the indemnified party's granting such indemnifying party the right to control the defense and settlement of the matter for which indemnification is being given, provided that no such settlement shall be agreed to or otherwise be effective unless the same has been approved in advance by the indemnified party, such approval not be unreasonably withheld, and the indemnified party shall have the right to participate in such defense with counsel selected by the indemnified party, and all costs and expenses of such counsel selected by the indemnified party shall be borne exclusively by the indemnified party.

15. **HAZARDOUS SUBSTANCES.**

(a) Owner hereby represents warrants that it has no knowledge of any substance, chemical or waste (collectively, the "Hazardous Substances") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner has not introduced or used and shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance caused solely by Owner, or any employee, agent, contractor, representative or affiliate thereof, that have occurred or may occur on the Property during the Term of this Lease.

(b) Liberty hereby represents and warrants that it shall not: (i) bury underground or discharge into the sewage system at the Premises any Hazardous Substances, or (ii) use the Premises as a storage site for Hazardous Substances, except minimal quantities used in the ordinary course of Liberty's business and its sublessees' and licensees' business in accordance with all applicable environmental laws.

(c) Liberty and Owner each hereby agrees to defend, indemnify and hold harmless the other party hereto from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities (collectively, the "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, the "Actions"), that arise from the indemnifying party's activities on or at the Property. The

indemnification obligations set forth in this Section 15(c) specifically include, without limitation, costs incurred in connection with any investigation of site conditions and/or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 15(c) shall survive the termination or expiration of this Lease.

16. **CASUALTY/CONDEMNATION.**

(a) If there is a condemnation of the Premises, the Easements and/or the Property (or a portion thereof which is sufficient to render the Premises and/or the Easements unsuitable for Liberty's purposes), including, without limitation, a transfer of the Premises, the Easements and/or the Property or a part thereof by consensual deed in lieu of condemnation, then this Lease shall, at the option of Liberty, terminate upon transfer of title to the condemning authority, without further liability to either party hereunder (except as otherwise expressly provided herein). The Fee Payments due hereunder shall be prorated to the date of taking, and Owner shall reimburse to Liberty the portion of the then current Fee Payment attributable to the period subsequent to such taking. Liberty and Owner shall be entitled to pursue their own separate condemnation awards with respect to any such taking (which award to Liberty may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Fee Payments to the extent not reimbursed to Liberty by Owner, and business dislocation expenses).

(b) If the Premises, the Easements and/or the Property are damaged or destroyed to an extent sufficient to render the Premises and/or the Easements unsuitable for Liberty's purposes, and such damage or destruction was not caused by Liberty or any of Liberty's agents, contractors or employees, then Liberty shall have the right to terminate this Lease as of the date that such damage or destruction occurred, without prejudice to or otherwise affecting any rights or remedies that Liberty may have hereunder or at law or in equity, and the Fee Payments due hereunder shall be prorated to such date of termination, unless Owner notifies Liberty in writing that Owner will repair, at its sole cost, such damage or destruction and thereafter Owner repairs such damage or destruction within forty-five (45) days after the date upon which such damage or destruction occurred. During the period in which Owner effects such repairs, the Fee Payments due hereunder shall be abated. If Liberty terminates this Lease pursuant to the terms of this Section 16(b), Owner shall reimburse to Liberty the portion of the then current Fee Payment attributable to the period subsequent to the date upon which such damage or destruction occurred.

(c) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Property or any portion thereof during such time as any Security Instrument (as such term is hereinafter defined) shall remain unsatisfied, the Financing Entity in whose favor such Security Instrument has been granted shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by such Security Instrument) otherwise payable to Liberty and apply such proceeds in accordance with the terms of the Security Instrument, and shall further have the right, but not the obligation, to restore the Property in the event that the same is damaged or destroyed.

17. **QUIET ENJOYMENT.**

(a) Owner covenants that Liberty, upon paying the Fee Payments and performing the covenants hereof on the part of Liberty to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises and the Easements and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Owner and any person claiming by, through or under Owner. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Liberty personnel.

(b) The Communications Facility shall be the exclusive property of and owned by Liberty. Owner covenants and agrees that neither the Communications Facility nor any part of the improvements constructed, erected or placed by Liberty on the Premises or the Easements shall become or be considered as being affixed to or a part of the Premises or the Easements, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Owner that the Communications Facility and all improvements of every kind and nature constructed, erected or place by Liberty on the Premises and the Easements shall be and remain the property of Liberty. Owner agrees and acknowledges that none of Liberty's assets and properties, including, without limitation, the Communications Facility and Liberty's trade fixtures, shall become the property of Owner upon termination or expiration of the Lease. Owner hereby waives any

and all lien rights and/or security interests it may have, statutory or otherwise, in or otherwise with regard to the Communications Facility or any portion thereof.

(c) If Owner owns or otherwise controls land adjacent to the Premises, the Easements or the Property, Owner agrees for itself and all future holders of the Property and/or such adjacent land that no use shall be made of the Property and/or such adjacent land during the Term hereof that would interfere with Liberty's use of the Premises and the Easements as described herein, including, without limitation, the operation of any wireless communications tower and/or facilities by any party other than Liberty (provided that Liberty's sublessees and licensees may use portions of the Premises and the Easements during the Term pursuant to subleases or licenses between Liberty and such sublessees and licenses).

(d) Owner hereby represents and warrants to Liberty that: (i) Owner is the fee owner of the Premises and the Easements and the lands immediately adjacent thereto which comprise the easements, rights of way and, if applicable, the guy anchor locations granted to Liberty hereunder; (ii) such ownership is free and clear of all liens, claims and encumbrances other than those which do not interfere with Liberty's use of and operations at the Premises and the Easements; (iii) Owner has the lawful right and authority to execute this Lease and to grant the leasehold interests, easements, rights of way and other rights described herein; (iv) the Property (including the Premises and the Easements), and all improvements located thereon (other than improvements constructed by Liberty or any sublessee or licensee thereof), are in substantial compliance with all laws, rules, regulations and ordinances, including, but not limited to, building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities; and (v) Owner has obtained and delivered to Liberty the consents of all parties other than Owner that hold any encumbrance upon or interest in the Premises and/or the Easements to the existence, execution and delivery of this Lease, the granting of a leasehold interest in the Premises and the granting of the Easements to Liberty in accordance with the terms hereof, and Liberty's and its licensees' and sublessees' utilization of the Premises and the Easements for the purposes described herein.

18. **DEFAULT.** Notwithstanding anything contained herein to the contrary (other than the terms of Section 21 below), and without waiving any other rights granted at law or in equity, if either party is in default under this Lease for a period of (i) 10 days following receipt of notice of default from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) 60 days following receipt of notice of default from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law or in equity, subject to the terms of Section 17(b) hereof. If a non-monetary default may not reasonably be cured within such 60 day period, the Lease may not be terminated if the defaulting party commences action to cure the default within such 60 day period and proceeds with due diligence to fully cure the default as soon as reasonably practicable thereafter.

19. **COLLATERAL ASSIGNMENT.**

(a) Liberty may collaterally assign, pledge, mortgage and/or grant a security interest to and/or otherwise encumber in favor of any third party (each, a "Financing Entity"; collectively, the "Financing Entities"), as security for any loan or other financing relationship, all of Liberty's right, title and interest in: (i) this Agreement, (ii) the Premises, (iii) the Easements, (iv) the Communications Facility, (v) any other personal property owned by Liberty and located at the Property, and (vi) all subleases and licenses by Liberty of all and any portion of the Premises and the Easements and the rents, issues and profits therefrom, all without the consent of Owner. Liberty shall also have the right to obtain, at its sole expense, a title insurance policy insuring its leasehold interest in and to the Premises and its easement interest in the Easements.

(b) A Financing Entity may: (i) enforce its rights under its leasehold mortgage and/or other loan and security documents (each, a "Security Instrument"; collectively the "Security Instruments") that encumber or otherwise convey a security or other interests in and to the property and assets of Liberty, including, but not limited to, Liberty's leasehold interest in the Premises and easement interest in the Easements and its rights, title and interests in and to this Agreement, the Communications Facility, all of Liberty's rights, title and interests in and to all subleases and licenses of portions of the Premises and the Easements to Liberty's sublessees and licensees, and all other improvements, equipment and other personal property of Liberty located at the Premises and within the Easements, (ii) acquire title to Liberty's interest in the Premises and the Easements under this Agreement in any lawful way, (iii) pending foreclosure of such Security Instruments, take

possession of the Premises and the Easements, and (iv) obtain, at such Financing Entity's or Liberty's sole expense, a title insurance policy insuring those Security Instruments in favor of the Financing Entity that encumber Liberty's leasehold interest in the Premises and easement interest in the Easements. In connection with a Financing Entity's acquisition of such a title insurance policy, Owner shall promptly execute and deliver to the title company that is issuing such policy such landowner affidavits and/or certificates that the title company may reasonably request. If a Financing Entity shall acquire title to Liberty's interest in this Agreement by whatever lawful means, including, without limitation, by foreclosure or otherwise, then the Financing Entity may freely assign this Agreement without Owner's consent.

(c) Owner may pledge the Fee Payments or otherwise encumber its interest in this Agreement to any third party, as security for any loan or other financing, without the consent of Liberty. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives, heirs, and assigns.

20. **ESTOPPEL CERTIFICATES.**

(a) Owner shall from time to time, within ten (10) days after receipt of Liberty's written request therefor, deliver to Liberty a written statement addressed to Liberty and/or to any Financing Entity (as specified by Liberty)(each an "Estoppel Certificate") certifying:

(i) that the Agreement is unmodified and in full force and effect (or if modified, a brief description of such modification and that this Agreement as so modified is in full force and effect);

(ii) that the Agreement attached to the Estoppel Certificate is a true and correct copy of this Agreement, and all amendments hereto;

(iii) that to the knowledge of Owner, Liberty has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such Estoppel Certificate with as much specificity as Owner is able to provide;

(iv) the term of this Agreement and the Fee Payment then in effect and any additional charges pursuant to this Lease;

(v) the date through which Liberty has paid the Fee Payments;

(vi) that Liberty is not in default under any provision of this Agreement (or if in default, the nature thereof in reasonable detail) and a statement as to any outstanding obligations on the part of Liberty and Owner; and

(vii) such other matters as are reasonably requested by Liberty.

(b) Without in any way limiting Liberty's rights and remedies arising out of Owner's failure to timely provide an Estoppel Certificate as required by this Section 20, such failure by Owner to deliver an Estoppel Certificate in accordance with the terms hereof shall be conclusive evidence that: (i) this Agreement is in full force and effect, without modification except as may be represented by Liberty; (ii) that there are no uncured defaults by Liberty or Owner hereunder; and (iii) the Fee Payment for the then current month has not been paid in advance by Liberty.

21. **MORTGAGEE PROTECTION.** The following provisions shall be effective at any time that Owner has received notice that Liberty has mortgaged its leasehold interest under this Lease and/or granted a security interest in the Communications Facility and/or any other assets or property of Liberty located at the Premises and within the Easements:

(a) After receipt by Liberty of a notice of default under this Lease and the expiration of any applicable cure period hereunder, Owner shall deliver to each Financing Entity that holds a Security Instrument an additional notice (the "Financing Entity Notice") which specifies the default by Liberty and states that Liberty's cure period has expired without such default being cured. Liberty shall be exclusively responsible for providing to Owner written notification of the notice addresses for each Financing Entity that holds or is

otherwise a party to a Security Instrument. Each such Financing Entity shall thereupon have the right, but shall not in any manner whatsoever be obligated, to cure such default within the applicable time periods set forth below in this Section 21(a), and without the payment of any default charges, fees, late charges or interest that might otherwise be payable by Liberty hereunder. Owner shall not terminate the Lease or exercise its other rights or remedies under the Lease:

(i) If such default can be cured other than by the payment of money exclusively and within thirty (30) days after the Financing Entities' receipt of such Financing Entity Notice one of more of the Financing Entities (A) cures such default, or (B) if such default reasonably requires more than thirty (30) days to cure, commences to cure said default and diligently prosecutes the same to completion; or

(ii) If such default can only be cured by the payment of money and within fifteen (15) days after the Financing Entities' receipt of such Financing Entity Notice one of more of the Financing Entities cures such default.

(b) Owner hereby agrees and acknowledges that the Financing Entities that hold or are otherwise parties to the Security Instruments shall have the right to access the Premises and the Easements and exercise any other rights of Liberty under this Lease to the extent necessary to cure, pursuant to this Section 21(a), default by Liberty under this Lease. Owner hereby agrees to accept performance by any of the Financing Entities of all cures, conditions and covenants under this Lease as though performed by Liberty.

(c) If the Financing Entities or any of them commence enforcement of their rights and remedies under the Security Instruments, then upon the acquisition by the Financing Entities or any of them of Liberty's rights, title and interests in and to the Lease, such Financing Entities shall cure all outstanding defaults of Liberty under the Lease that are reasonably capable of being cured by the Financing Entities within the time periods set forth in Section 21(a)(i) and (ii) above (excluding any bankruptcy or insolvency of Liberty), and: (i) Owner shall treat such Financing Entities as the tenant(s) and lessee(s) under the Lease, (ii) such Financing Entities shall own and may exercise all rights, title and interests (including, without limitation, any security or other deposits or other impound payments), and shall be deemed to have assumed all obligations of, Liberty under the Lease, and (iii) the Lease will continue and remain in full force and effect in accordance with the terms hereof. If the Financing Entities cure all outstanding defaults by Liberty under the Lease but do not acquire all of Liberty's rights, title and interests under the Lease, or if the Financing Entities commence enforcement of their rights and remedies under the Security Instruments, and thereafter Liberty cures such defaults (which cure Owner is hereby be obligated to accept) and the Financing Entities then terminate their enforcement actions, then the Lease shall remain in full force and effect between Owner and Liberty.

(d) No modification or termination of the Lease shall be effective without the prior written consent of the Financing Entities that hold or are otherwise parties to the Security Instruments. No notice of default by Owner to Liberty shall be effective unless a copy thereof is delivered concurrently to each Financing Entity that holds or is otherwise a party to a Security Instrument (provided that Liberty has delivered to Owner the most recent notice addresses for such Financing Entities). Owner agrees that no default or termination of the Lease shall occur solely as a result of any of the Financing Entities enforcing their respective remedies under the Security Instruments.

(e) In connection with any foreclosure or similar action relating to the personal property of Liberty, the Financing Entities, or their respective representatives, may enter the Premises and the Easements solely for the purpose of timely removal of such personal property and other purposes incidental to implementing such action, without liability therefor, provided that such activities by the Financing Entities shall not unreasonably interfere with or disturb Owner or any other tenants of Owner, and the Financing Entities shall pay for any physical damage to the Premises, the Easements and/or the Property actually caused by the Financing Entities or their respective representatives in removing such personal property from the Premises and the Easements.

(f) The parties hereto agree and acknowledge that if the Lease is rejected or disaffirmed as part of any bankruptcy, reorganization or insolvency proceeding commenced with respect to Liberty, Owner shall, at the request of the Financing Entities or any of them, enter into a new lease of the Premises and a new grant of the Easements with such requesting Financing Entities for the then balance of the Term of the Lease, provided that such Financing Entities cure Liberty's then outstanding monetary defaults under the Lease

(excluding any bankruptcy or insolvency) and undertake to cure all outstanding non-monetary defaults by Liberty under the Lease within thirty (30) days after the commencement date of such new lease, provided further that if such non-monetary defaults cannot be cured within thirty days, such Financing Entities shall commence to cure such defaults within said 30 day period and diligently thereafter complete such cure within a reasonable period of time not to exceed 90 days, and such new lease shall contain the same rent, covenants, terms and conditions as set forth in the Lease. The provisions of this Section 21(f) shall survive the termination of the Lease and shall continue in full force and effect thereafter.

22. **SUBORDINATION AND NON-DISTURBANCE.**

(a) Liberty acknowledges that prior to the Commencement Date, Owner may have granted, and on or after the Commencement Date Owner may grant, a mortgage(s), deed(s) of trust or other security instrument (collectively, the "Mortgages"; individually, a "Mortgage") which encumber some or all of the Premises and/or the Easements to certain institutions or persons (collectively, the "Mortgagees"; individually, a "Mortgagee").

(b) With regard to each Mortgage that is in effect and/or of record on or prior to the recordation of the MOL (as such term is hereinafter defined), Owner will request from the Mortgagee thereunder that such Mortgagee execute and deliver to Liberty a subordination, attornment and non-disturbance agreement (each a "SAND Agreement"; collectively, the "SAND Agreements") among Owner, such Mortgagee and Liberty pursuant to which: (i) Liberty confirms that this Lease is subordinated to the Mortgage granted to such Mortgagee and Liberty will attorn to such Mortgagee in the event that the Mortgagee acquires title to the Property; and (ii) such Mortgagee agrees to honor the Lease, and that the Lease shall remain in full force and effect and shall not be terminated, and Liberty shall be permitted to exercise all of its rights and remedies thereunder, as long as Liberty is not in default under the Lease, even in the event of foreclosure under the Mortgage to which such Mortgagee is a party. If Owner fails to deliver to Liberty on or prior to the recordation of the MOL a SAND Agreement for each Mortgage that is in effect and/or of record on or prior to the recordation of the MOL, then Liberty shall have the right, in its sole discretion, to terminate this Lease by proving written notice thereof to Owner, and upon such termination neither of the parties hereto shall have any further obligations or liabilities hereunder.

(c) With regard to each Mortgage that is in effect and/or of record after the recordation of the MOL, Liberty shall promptly enter into a SAND Agreement with Owner and the Mortgagee thereunder. If Liberty fails to deliver such SAND Agreement to Owner, then Owner shall have the right, in its sole discretion, to terminate this Lease by proving written notice thereof to Liberty, and upon such termination neither of the parties hereto shall have any further obligations or liabilities hereunder.

(d) The parties hereto covenant and agree that notwithstanding anything to the contrary set forth herein, the form and terms of each SAND Agreement shall be mutually approved by and acceptable to Owner, Liberty and the Mortgagee that is a party to such SAND Agreement.

23. **MISCELLANEOUS**

(a) Owner represents and warrants that the person executing this Agreement on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Liberty warrants and represents that it is duly authorized to do business in the state in which the Property is located and that the undersigned representative of Liberty is fully authorized by Liberty to enter into this Agreement on behalf of Liberty.

(c) This Agreement set forth and contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior discussions, agreements and negotiations between the parties with regard to the subject matter hereof.

(d) The parties may sign this Agreement in multiple counterparts, each of which, when executed, shall be deemed to be an original instrument, and all of which, taken together, shall constitute one and the same agreement.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Liberty.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall at this time or on or before the Commencement Date execute, acknowledge and deliver to Liberty for recording a Memorandum/Notice of Lease (the "MOL") in the form of Exhibit "D" attached hereto. Owner hereby grants to Liberty permission to insert the Commencement Date of this Agreement into the MOL after execution of the MOL and to record the MOL in the proper jurisdiction.

(h) Notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested, or by any nationally recognized overnight courier service for priority delivery, to the respective addresses set forth below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Liberty:

Liberty Towers, LLC
51 Monroe Street, Plaza East 7
Rockville, Maryland 20850-2343

For Owner:

East Goshen Township
Attention: Township Manager
1580 Paoli Pike
West Chester, PA 19380

(i) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to the conflicts of laws rules of such state.

(j) Unless otherwise required by law, neither Liberty nor Owner shall disclose the financial or other terms of this Agreement to third parties (other than either party's employees, attorneys, lenders and accountants) without the express written consent of the non-disclosing party hereto.

(k) Owner's recourse against any Financing Entity shall be expressly limited to such Financing Entity's interest in this Agreement.

(l) All Exhibits attached hereto and the terms and provisions thereof are incorporated herein by this reference for all purposes. The parties agree and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the description of the Premises and the Easements) and/or Exhibit C (the description of the Communications Facility), may be attached to this Lease and the MOL in preliminary form. Accordingly, the parties agree that upon preparation of the final exhibits to be used in Liberty's applications for the Approvals, the same shall also be attached to and shall constitute the final Exhibits A, B and/or C, as the case may be, to this Lease and the MOL.

(m) If Owner is represented by any broker or any other leasing agent in connection with the transactions contemplated by this Lease, Owner shall be responsible for and shall pay when due all commissions, fees and/or other payments to such agent, and agrees to indemnify and hold Liberty harmless from all claims by such broker or anyone claiming through such broker with regard to such commissions, fees and payments. If Liberty is represented by any broker or any other leasing agent in connection with the transactions contemplated by this Lease, Liberty shall be responsible for and shall pay when due all commissions, fees and/or other payments to such agent, and agrees to indemnify and hold Owner harmless from all claims by such broker or anyone claiming through such broker with regard to such commissions, fees and payments.

(n) This Agreement may not be amended, supplemented or restated except by a written instrument that has been executed and delivered by each of the parties hereto.

(o) The effective date of this Lease is the date of execution by the last party to sign the Lease (the "Effective Date").

(p) The waiver by any party hereto of a breach of any provision of this Lease shall not bar or be construed as a waiver of any subsequent breach by any party.

(q) If any provision of this Lease is found by a court of competent jurisdiction to be unenforceable or illegal, such findings shall not impair the remaining provisions of this Lease and the remainder of this Lease shall be enforceable as if such illegal or invalid provision had not been contained within this Lease.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the Effective Date.

WITNESS:

By: _____

Name: _____

OWNER:

East Goshen Township

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

By: _____

Name: _____

LIBERTY:

LIBERTY TOWERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A" TO LAND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

That certain lot or parcel of real property with a street address of 1580 Paoli Pike located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows:

Parcel 53-004-0077.010E

ALL that certain land in the Township of East Goshen, County of Chester and Commonwealth of Pennsylvania described as follows:
METES and bounds description, part of APN# 53-004-007.00, part of Tax Map Parcel 53-04-77, lands now or formerly Safeway, Inc., Lot A, Part of Lot 2, to the title and legal right-of-way line, East Goshen Township, Chester County, Commonwealth of Pennsylvania.

BEGINNING at an iron pin with cap on the Southeasterly title and legal right-of-way line of Paoli Pike (also known as State Road, also known as S.R. 2014, also known as L.R. 143, variable width right-of-way) at its intersection with the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, lands now or formerly Safeway, Inc., and APN# 53-004-0078.01E, Tax Map Parcel 53-04-78.1, lands now or formerly Township of East Goshen and from said point of beginning running; thence
1) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1, South 36 degrees 18 minutes 36 seconds East, a distance of 116.03 feet to an iron pin; thence
2) Along the common dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A; APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1 and APN# 53-004-0078.00E, Tax Map Parcel 53-04-78, lands now or formerly West Chester Area School District, South 29 degrees 28 minutes 37 seconds East, a distance of 846.10 feet to a point; thence
3) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-076.00, Tax Map Parcel 53-04-76, lands now or formerly Hankin Family Limited Partnership, South 86 degrees 34 minutes 39 seconds West, a distance of 128.94 feet to a point; thence
4) Along the dividing line between Lot 2 and Lot 1 through APN# 53-004-0077.00, part of Tax Map Parcel 53-04-77, North 62 degrees 34 minutes 58 seconds West, a distance of 245.34 feet to a point; thence
The following four (4) courses and distances along the dividing line between Lot A and Lot B through APN# 53-004-0077.00 part of Tax Map Parcel 53-04-77;
5) North 27 degrees 25 minutes 02 seconds East, a distance of 145.63 feet to a point; thence
6) North 80 degrees 06 minutes 00 seconds West, a distance of 382.13 feet to a point; thence
7) North 43 degrees 38 minutes 51 seconds East, a distance of 192.98 feet to a point; thence
8) North 46 degrees 21 minutes 09 seconds West, a distance of 241.11 feet to a point on the Southeasterly title and legal right-of-way line of Paoli Pike, thence
9) Along the Southeasterly title and legal right-of-way line of Paoli Pike North 43 degrees 27 minutes 56 seconds East, a distance of 308.32 feet to the point and place of beginning.

EXHIBIT "B" TO LAND LEASE AGREEMENT

DESCRIPTION OF THE PREMISES
AND THE EASEMENTS

That certain 75' by 90' parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, and more particularly described as follows:

[See attached Plan of the Premises and the Easements]

EXHIBIT "C" TO LAND LEASE AGREEMENT

DESCRIPTION OF THE COMMUNICATIONS FACILITY

A wireless communications tower and base, transmitting and receiving antennas, cables, wires, utility lines, equipment shelters and buildings, electronics equipment, generators and other equipment, improvements and personal property, fencing and landscaping around the Tower Compound, a gate to the Tower Compound, and, if required by any county, state or federal agency/department with jurisdiction over the construction and operation of the Communications Facility, a location based system (including, without limitation, antenna(s), coaxial cable, base units and other associated equipment) more particularly described as follows:

[See attached Plan of the Communications Facility]

EXHIBIT "D" TO LAND LEASE AGREEMENT

MEMORANDUM/NOTICE OF LEASE

[See MOL attached hereto]

PREPARED BY AND UPON
RECORDATION PLEASE RETURN TO:

John W. Wolfe, Esq.
Cameron & Mittleman, LLP
56 Exchange Terrace
Providence, R.I. 02903
(401) 331-5700, ex. 330

Tax ID No.: 53-004-0077.010E

MEMORANDUM/NOTICE OF LEASE

Site Name/Location: PA504/East Goshen
1580 Paoli Pike, West Chester, PA 19380

This Memorandum/Notice of Lease, dated as of _____, 20___, evidences that a Land Lease Agreement (the "Lease") dated as of _____, 20___, was made and written between the Township of East Goshen_____ ("Lessor"), with an address at 1580 Paoli Pike, West Chester, PA 19380, and LIBERTY TOWERS, LLC ("Lessee"), a Delaware limited liability company with an address at 51 Monroe Street, Plaza East 7, Rockville, Maryland 20850-2343, and the terms and conditions of such Lease are incorporated herein by this reference. Nothing in this Memorandum/Notice of Lease shall be deemed to modify, amend, limit, or otherwise affect the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum/Notice of Lease and the terms of the Lease, the terms of the Lease shall control.

Such Lease provides in part that Lessor leases to Lessee a certain parcel of real property located at 1580 Paoli Pike, Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto (the "Tower Site"). The Tower Site is situated within a larger parcel of real property that is owned by Lessor and more particularly described in Exhibit A-1 attached hereto. Pursuant to the Lease, Lessor has also granted to Lessee an easement for non-exclusive rights of access to the Tower Site and for electric and telephone facilities to the Tower Site. The Lease term shall commence on the earlier of the date (the "Commencement Date") that: (i) Lessee begins construction of the Communications Facility (as such term is defined in the Lease) at the Tower Site, or (ii) is six (6) months after the date that Lessee receives all Approvals (as such term is defined in the Lease) necessary for the construction of the Communications Facility, and ends on the 10th anniversary of such Commencement Date. Such term is subject to one (1) additional ten (10) year extension period, and one (1) additional nine (9) year and eleven (11) month extension period.

Upon the cancellation, termination or expiration of the Lease, Lessee will make, execute and deliver to Lessor an instrument releasing this Memorandum/Notice of Lease, which instrument shall in form and substance be satisfactory to Lessor and shall be in recordable form.

Lessee does hereby make, constitute and appoint Lessor Lessee's true and lawful attorney-in-fact for the limited, specific and exclusive purpose of executing, delivering and recording a termination of this Memorandum/Notice of Lease in the event that Lessee has not signed and returned to Lessor, within ten (10) business days after the cancellation, termination or expiration of the Lease in accordance with the terms thereof, a signed termination of this Memorandum/Notice of Lease. This power of attorney is coupled with an interest and shall be irrevocable until this Memorandum/Notice of Lease has been validly released of record. The power of attorney set forth in this paragraph is hereby expressly limited to the specific matters and rights set forth in such paragraph.

This Memorandum/Notice of Lease may be executed in counterparts, each of which, when executed, shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LESSOR:

East Goshen Township

_____

Print Name:_____

By: _____

Name:_____

Title: _____

_____

Print Name:_____

By: _____

Name:_____

Title: _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LESSEE:

LIBERTY TOWERS, LLC

_____

Print Name:_____

By: _____

Name:_____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose in his/her capacity as the _____ of _____.

(official seal)

_____
(type or print name) Notary Public
My commission expires:

ACKNOWLEDGEMENT

STATE/COMMONWEALTH OF _____
COUNTY OF _____

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose in his/her capacity as the _____ of Liberty Towers, LLC.

(official seal)

_____
(type or print name) Notary Public
My commission expires:

EXHIBIT A

DESCRIPTION OF TOWER SITE

That certain 205,630 square foot parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, and more particularly described as follows:

[See attached Plan of the Tower Site and Easements]

The Tower Site is located within a larger parcel(s) or tract(s) of land located in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania: (i) which is owned by the Township of East Goshen; and (ii) which is more particularly described in Exhibit A-1, attached hereto and by this reference made a part hereof.

EXHIBIT A-1

DESCRIPTION OF LARGER PARCEL OF PROPERTY
WITHIN WHICH TOWER SITE IS LOCATED

That certain lot or parcel of land situated in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows:

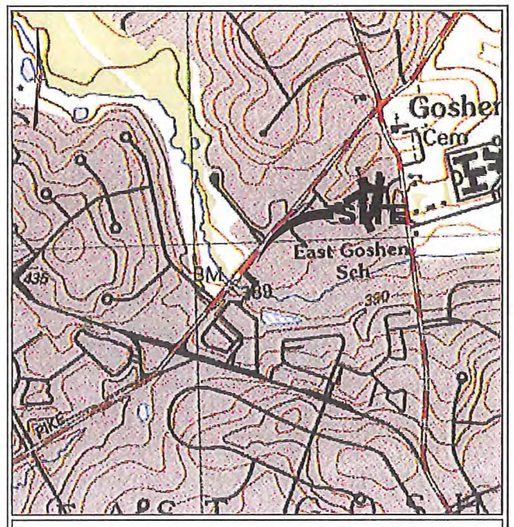
Parcel 53-004-0077.010E

ALL that certain land in the Township of East Goshen, County of Chester and Commonwealth of Pennsylvania described as follows:
METES and bounds description, part of APN# 53-004-007.00, part of Tax Map Parcel 53-04-77, lands now or formerly Safeway, Inc., Lot A, Part of Lot 2, to the title and legal right-of-way line, East Goshen Township, Chester County, Commonwealth of Pennsylvania.

BEGINNING at an iron pin with cap on the Southeasterly title and legal right-of-way line of Paoli Pike (also known as State Road, also known as S.R. 2014, also known as L.R. 143, variable width right-of-way) at its intersection with the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, lands now or formerly Safeway, Inc., and APN# 53-004-0078.01E, Tax Map Parcel 53-04-78.1, lands now or formerly Township of East Goshen and from said point of beginning running; thence
1) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1, South 36 degrees 18 minutes 36 seconds East, a distance of 116.03 feet to an iron pin; thence
2) Along the common dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A; APN# 53-004-078.01 E, Tax Map Parcel 53-04-78.1 and APN# 53-004-0078.00E, Tax Map Parcel 53-04-78, lands now or formerly West Chester Area School District, South 29 degrees 28 minutes 37 seconds East, a distance of 846.10 feet to a point; thence
3) Along the dividing line between APN# 53-004-0077.00, Tax Map Parcel 53-04-77, Lot A, and APN# 53-004-076.00, Tax Map Parcel 53-04-76, lands now or formerly Hankin Family Limited Partnership, South 86 degrees 34 minutes 39 seconds West, a distance of 128.94 feet to a point; thence
4) Along the dividing line between Lot 2 and Lot 1 through APN# 53-004-0077.00, part of Tax Map Parcel 53-04-77, North 62 degrees 34 minutes 58 seconds West, a distance of 245.34 feet to a point; thence
The following four (4) courses and distances along the dividing line between Lot A and Lot B through APN# 53-004-0077.00 part of Tax Map Parcel 53-04-77;
5) North 27 degrees 25 minutes 02 seconds East, a distance of 145.63 feet to a point; thence
6) North 80 degrees 06 minutes 00 seconds West, a distance of 382.13 feet to a point; thence
7) North 43 degrees 38 minutes 51 seconds East, a distance of 192.98 feet to a point; thence
8) North 46 degrees 21 minutes 09 seconds West, a distance of 241.11 feet to a point on the Southeasterly title and legal right-of-way line of Paoli Pike, thence
9) Along the Southeasterly title and legal right-of-way line of Paoli Pike North 43 degrees 27 minutes 56 seconds East, a distance of 308.32 feet to the point and place of beginning.

WIRELESS COMMUNICATION SUPPORT FACILITIES

150' UNIPOLE
1580 PAOLI PIKE
WEST CHESTER, PA 19380
PA504 / EAST GOSHEN



KEY MAP

USGS QUADRANGLE
7.5 MINUTE SERIES

DIRECTIONS:

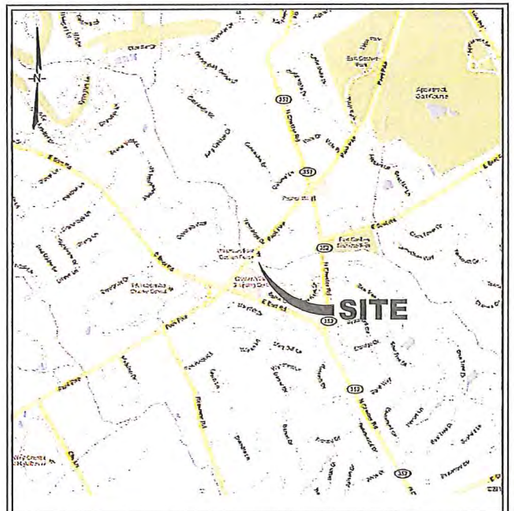
FROM KING OF PRUSSIA, PA TAKE: US-202 S TOWARD #328A/WEST CHESTER. TAKE THE PAOLI EXIT ONTO W SWEDESFORD RD(PA-252 S). CONTINUE TO FOLLOW PA-252 S. TURN RIGHT ON US-30. BEAR LEFT ON PAOLI PIKE. ARRIVE AT SITE ON THE LEFT.

SITE INFORMATION

SITE NAME :	EAST GOSHEN
SITE ADDRESS :	1580 PAOLI PIKE WEST CHESTER, PA 19380
SITE NO.:	PA504
JURISDICTION:	EAST GOSHEN TOWNSHIP CHESTER COUNTY, PA
DEED REFERENCE:	DEED BOOK 6300, PAGE 1965
TAX PARCEL I.D. :	53-004-0077.010E
SITE COORDINATES :	N 39° 59' 27.53" (NAD 83) W 75° 32' 50.77" (NAD 83)
GROUND ELEV. (AMSL) :	388'± (NAVD 88) 389'± (NGVD 29)
STRUCTURE TYPE :	UNIPOLE
PROPERTY OWNER'S NAME :	EAST GOSHEN TOWNSHIP
PROPERTY OWNER'S ADDRESS :	1580 PAOLI PIKE WEST CHESTER, PA 19380
PROPERTY OWNER'S CONTACT:	MARK GORDON 610-692-7171
APPLICANT :	LIBERTY TOWERS, LLC 51 MONROE STREET, SUITE PE007 ROCKVILLE, MD 20850 (202) 420-7300

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
S-1	COMPOUND PLAN & TOWER ELEVATION
S-2	CONSTRUCTION DETAILS & NOTES



AREA MAP

CODE INFORMATION

BUILDING CODE: USE GROUP B

CODE COMPLIANCE: ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. INTERNATIONAL BUILDING CODE (IBC) 2006
2. NATIONAL ELECTRIC CODE (NEC)
3. ANSI/EIA-222-G
4. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
5. UNDERWRITERS LABORATORIES APPROVED ELECTRICAL PRODUCTS
6. LOCAL BUILDING CODES
7. CITY/COUNTY ORDINANCES

A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

DO NOT SCALE DRAWINGS

CONTRACTOR TO VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS RELATING TO THIS PROJECT AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.

ADVANTAGE ENGINEERS
1555 BUSTARD ROAD, SUITE 100
LANSDALE, PA 19446
PHONE (215) 361-6050
FAX (215) 412-2704

LIBERTY TOWERS
51 MONROE STREET SUITE PE007
ROCKVILLE, MD 20850-2456
PH (202) 420-7300

CONST: SAM KRAUS
RF: MIKE HOFE
A&E: PHILIP BURTNER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
10	01-11-11	REVISED PER COMMENTS
9	01-10-11	REVISED PER COMMENTS
8	01-09-11	REVISED PER COMMENTS
7	12-14-11	REVISED PER COMMENTS
6	10-26-11	REVISED PER COMMENTS
5	10-13-11	REVISED PER COMMENTS
4	09-01-11	REVISED PER COMMENTS
3	08-18-11	REVISED PER COMMENTS

DRAWN BY: D.A.K | CHECKED BY: P.B
SCALE: AS NOTED
JOB NO: TPA31025

PHILIP BURTNER, P.E.
DE PROFESSIONAL ENGINEER LIC. #11753
NJ PROFESSIONAL ENGINEER LIC. #39503
PA PROFESSIONAL ENGINEER LIC. #043981-R

EAST GOSHEN
PA504
1580 PAOLI PIKE
WEST CHESTER, PA
19380
CHESTER COUNTY

DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

T-1

LEGAL DESCRIPTION OF UTILITY EASEMENT:

BEGINNING AT A POINT, SAID POINT BEING N 40°49'39" E, 20.36' FROM THE SOUTHWEST CORNER OF THE PROPERTY. THENCE TRAVERSE THE FOLLOWING COURSES AND DISTANCES:

	BEARING:	DISTANCE:	DISTANCE:
L1	S 50°00'45" E	308.84'	A POINT
L2	S 40°49'39" W	12.00'	A POINT
L3	N 50°00'45" W	308.84'	A POINT
L4	N 40°49'39" E	12.00'	THE POINT OF BEGINING

LEGAL DESCRIPTION OF ACCESS EASEMENT:

BEGINNING AT A POINT, SAID POINT BEING N 41°43'42" E, 57.35' FROM THE NORTHWEST CORNER OF THE PROPERTY. THENCE TRAVERSE THE FOLLOWING COURSES AND DISTANCES:

	BEARING:	DISTANCE:	DISTANCE:
L5	S 33°31'27" E	58.60'	A POINT
L6	S 48°59'56" E	176.93'	A POINT
L7	S 25°47'39" W	137.38'	A POINT
L8	S 01°21'15" E	30.34'	A POINT
L9	S 14°27'31" E	154.28'	A POINT
L10	S 40°49'39" W	95.25'	A POINT
L11	N 49°10'21" W	18.00'	A POINT
L12	N 40°49'39" E	12.00'	A POINT
L13	S 49°10'21" E	6.00'	A POINT
L14	N 40°49'39" E	76.96'	A POINT
L15	N 14°27'31" W	149.37'	A POINT
L16	N 01°21'15" W	34.62'	A POINT
L17	N 25°47'39" E	130.80'	A POINT
L18	N 48°59'56" W	169.39'	A POINT
L19	N 33°31'27" W	57.94'	A POINT
L20	N 41°43'42" E	12.00'	THE POINT OF BEGINING

BULK REQUIREMENTS

ZONING DISTRICT: C-2 - LOCAL CONVENIENCE COMMERCIAL DISTRICT

LOT 77.010E

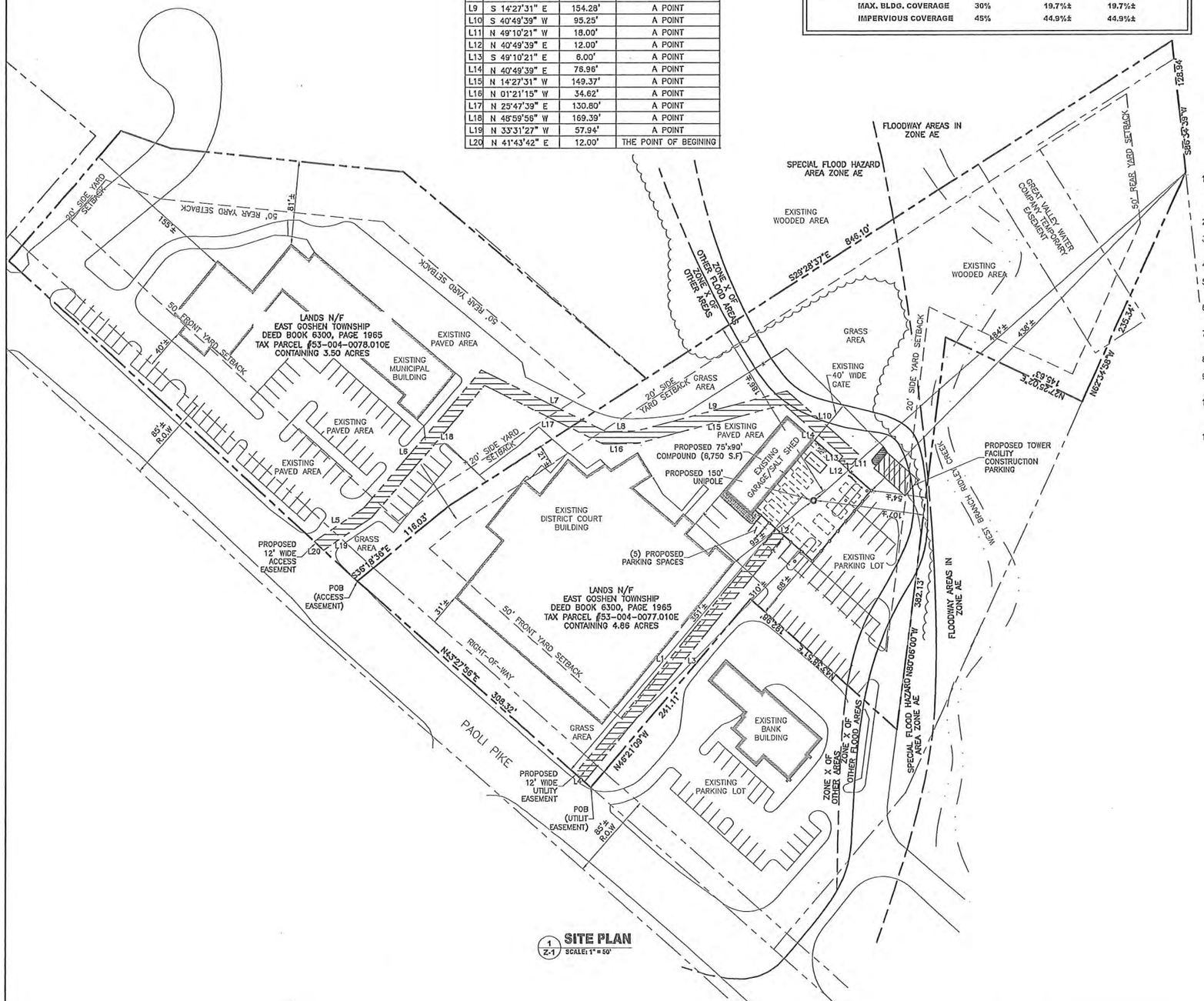
	REQUIRED	EXISTING	PROPOSED
TOWER SETBACK:	40% OF TOWER HEIGHT (60')	N/A	107'±
MIN. LOT AREA	18,000 SF	205,630 SF	205,630 SF
FRONT YARD SETBACK	50'	31'±	310'±
SIDE YARD SETBACK	20'	21'±	54'±
REAR YARD SETBACK	50'	450'±	438'±
MAX. BLDG. COVERAGE	30%	19.7½±	19.7½±
IMPERVIOUS COVERAGE	45%	44.9½±	44.9½±

SITE INFORMATION

SITE NAME:	EAST GOSHEN
SITE ADDRESS:	1580 PAOLI PIKE WEST CHESTER, PA 19380
SITE NO.:	PA504
JURISDICTION:	EAST GOSHEN TOWNSHIP CHESTER COUNTY, PA
DEED REFERENCE:	DEED BOOK 6300, PAGE 1965
TAX PARCEL I.D.:	53-004-0077.010E
SITE COORDINATES:	N 39° 59' 27.53" (NAD 83) W 75° 32' 50.77" (NAD 83)
GROUND ELEV. (AMSL):	388'± (NAVD 88) 389'± (NGVD 29)
STRUCTURE TYPE:	UNIPOLE
PROPERTY OWNER'S NAME:	EAST GOSHEN TOWNSHIP
PROPERTY OWNER'S ADDRESS:	1580 PAOLI PIKE WEST CHESTER, PA 19380
PROPERTY OWNER'S CONTACT:	MARK GORDON 610-692-7171
APPLICANT:	LIBERTY TOWERS, LLC 51 MONROE STREET, SUITE PE007 ROCKVILLE, MD 20850 (202) 420-7300

GENERAL NOTES:

1. PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, PLANS OF RECORD AND PLANS ENTITLED EAST GOSHEN P.W., BY CMX, INC., DATED 12/03/09 AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
2. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. THE PROPOSED FACILITY WILL CAUSE A "DE MINIMIS" INCREASE IN STORM WATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
4. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
5. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION. THERE IS NO HANDICAP ACCESS REQUIRED.
6. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
7. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE, AND OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
8. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
9. AT THE TIME OF OUR INITIAL SITE VISIT, CONDITIONS INDICATIVE OF FRESH WATER WETLANDS WERE NOT OBSERVED.
10. ACCORDING TO F.I.R.M. MAP NO.42029C0215F, DATED 09/29/06 THE PROPOSED FACILITY IS LOCATED IN ZONE X WHICH IS OUTSIDE OF THE 500-YEAR FLOOD PLAIN.
11. A 100 WATT LIGHT OPERATED BY A ONE(1) HOUR TIMER SWITCH IS PROPOSED AT THE FACILITY FOR THE TECHNICIAN'S USE.



1 Z-1 **SITE PLAN**
SCALE: 1" = 50'

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 STOP-CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES

811 Know what's below. Call before you dig.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ADVANTAGE ENGINEERS
1555 BUSTARD ROAD, SUITE 100
LANSDALE, PA 19446
PHONE (215) 361-6050
FAX (215) 412-2704

LIBERTY TOWERS
51 MONROE STREET SUITE PE007
ROCKVILLE, MD 20850-2456
PH (202) 420-7300

CONST: SAM KRAUS
RF: MIKE HOFE
A&E: PHILIP BURTNER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
10	01-11-11	REVISED PER COMMENTS
9	01-10-11	REVISED PER COMMENTS
8	01-09-11	REVISED PER COMMENTS
7	12-14-11	REVISED PER COMMENTS
6	10-28-11	REVISED PER COMMENTS
5	10-13-11	REVISED PER COMMENTS
4	09-01-11	REVISED PER COMMENTS
3	08-18-11	REVISED PER COMMENTS

DRAWN BY: D.A.K | CHECKED BY: P.B
SCALE: AS NOTED
JOB NO: TPA31025

PHILIP BURTNER, P.E.
DE PROFESSIONAL ENGINEER LIC. #11753
NJ PROFESSIONAL ENGINEER LIC. #39503
PA PROFESSIONAL ENGINEER LIC. #044981-R

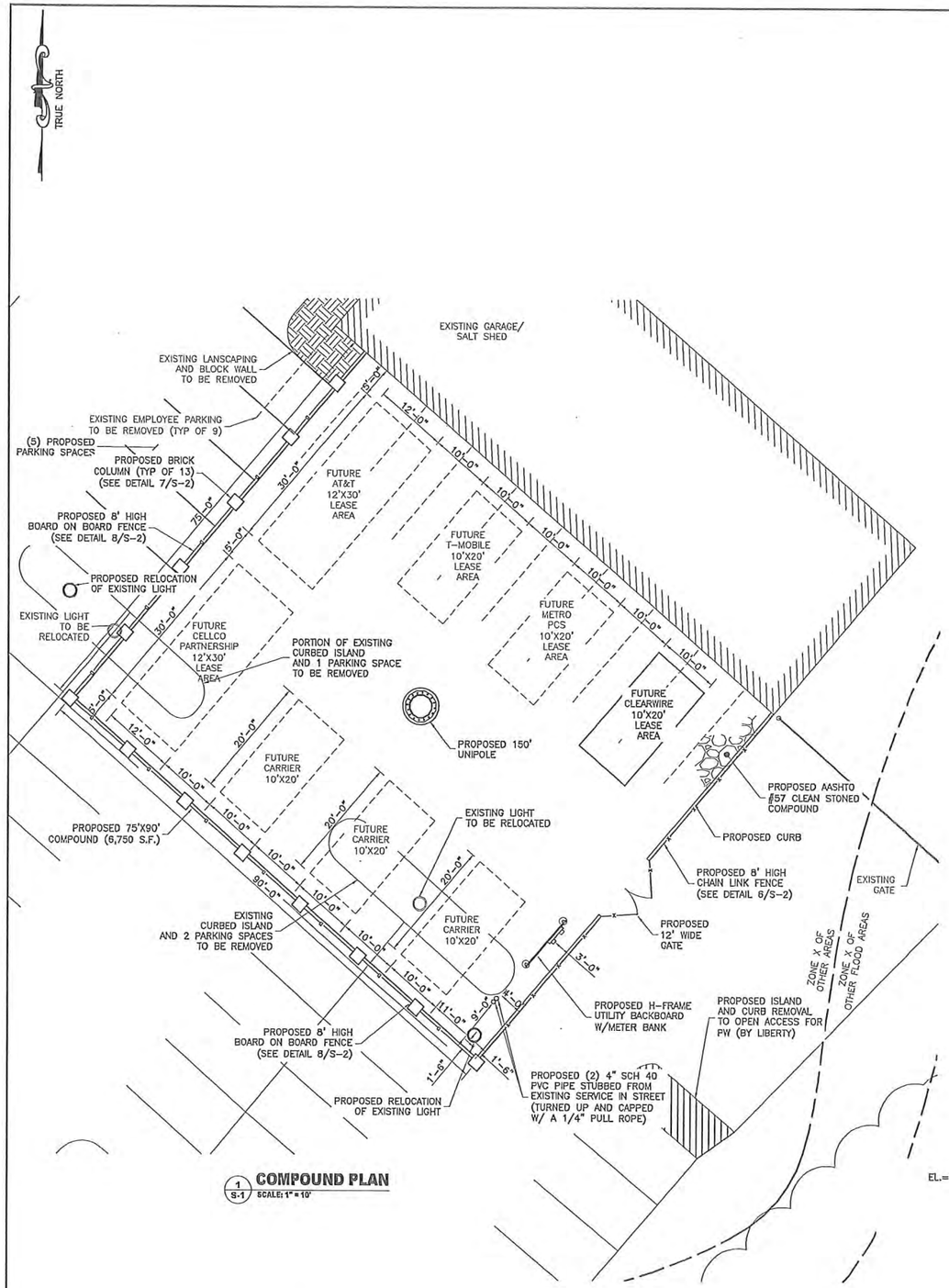
EAST GOSHEN
PA504
1580 PAOLI PIKE
WEST CHESTER, PA
19380
CHESTER COUNTY

DRAWING TITLE:

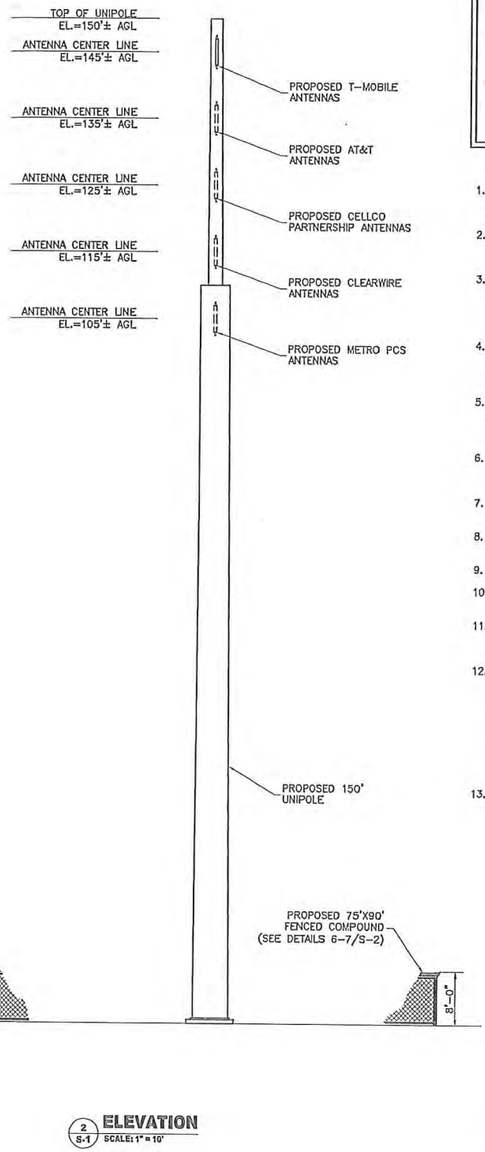
SITE PLAN

DRAWING SHEET:

Z-1



1 S-1 **COMPOUND PLAN**
SCALE: 1" = 10'



2 S-1 **ELEVATION**
SCALE: 1" = 10'

SITE INFORMATION

SITE NAME :	EAST GOSHEN
SITE ADDRESS :	1580 PAOLI PIKE WEST CHESTER, PA 19380
SITE NO.:	PA504
JURISDICTION:	EAST GOSHEN TOWNSHIP CHESTER COUNTY, PA
DEED REFERENCE:	DEED BOOK 6300, PAGE 1965
TAX PARCEL I.D. :	53-004-0077.010E
SITE COORDINATES :	N 39° 59' 27.53" (NAD 83) W 75° 32' 50.77" (NAD 83)
GROUND ELEV. (AMSL) :	388'± (NAVD 88) 389'± (NGVD 29)
STRUCTURE TYPE :	UNIPOLE
PROPERTY OWNER'S NAME :	EAST GOSHEN TOWNSHIP
PROPERTY OWNER'S ADDRESS :	1580 PAOLI PIKE WEST CHESTER, PA 19380
PROPERTY OWNER'S CONTACT:	MARK GORDON 610-692-7171
APPLICANT :	LIBERTY TOWERS, LLC 51 MONROE STREET, SUITE PE007 ROCKVILLE, MD 20850 (202) 420-7300

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.
8. TRANSMITTER AND ANTENNAS ARE DESIGNED TO MEET ANSI/EIA 222-G REQUIREMENTS.
9. THE UNIPOLE SHALL BE PAINTED WHITE.
10. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
11. IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
12. A STRUCTURAL ANALYSIS HAS NOT BEEN PERFORMED FOR THIS PROJECT. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES. THE OWNER'S AGENT SHALL FURNISH A CERTIFICATION LETTER SEALED BY A REGISTERED PROFESSIONAL ENGINEER STATING THAT THIS STRUCTURAL ANALYSIS WAS PREPARED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS
13. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 STOP! CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES

811 Know what's below. Call before you dig.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

ADVANTAGE ENGINEERS
1555 BUSTARD ROAD, SUITE 100
LANSDALE, PA 19446
PHONE (215) 361-6050
FAX (215) 412-2704

LIBERTY TOWERS
51 MONROE STREET SUITE PE007
ROCKVILLE, MD 20850-2456
PH (202) 420-7300

CONST: SAM KRAUS
RF: MIKE HOFE
A&E: PHILIP BURTNER

SCHEDULE OF REVISIONS		
10	01-11-11	REVISED PER COMMENTS
9	01-10-11	REVISED PER COMMENTS
8	01-09-11	REVISED PER COMMENTS
7	12-14-11	REVISED PER COMMENTS
6	10-26-11	REVISED PER COMMENTS
5	10-13-11	REVISED PER COMMENTS
4	09-01-11	REVISED PER COMMENTS
3	08-18-11	REVISED PER COMMENTS
REV. NO.	DATE	DESCRIPTION OF CHANGES

DRAWN BY: D.A.K | CHECKED BY: P.B
SCALE: AS NOTED
JOB NO: TPA31025

PHILIP BURTNER, P.E.
DE PROFESSIONAL ENGINEER LIC. #11763
NJ PROFESSIONAL ENGINEER LIC. #39503
PA PROFESSIONAL ENGINEER LIC. #043981-R

EAST GOSHEN
PA504
1580 PAOLI PIKE
WEST CHESTER, PA
19380
CHESTER COUNTY

DRAWING TITLE:

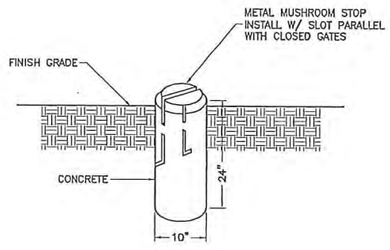
COMPOUND PLAN & ELEVATION

DRAWING SHEET:

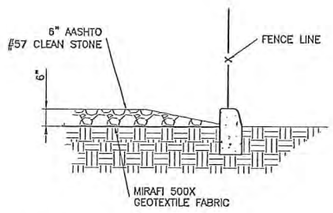
S-1

GENERAL NOTES

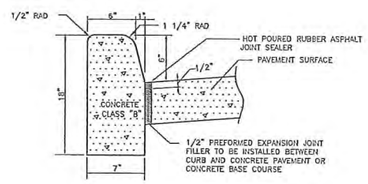
1. DESIGN REQUIREMENTS PER INTERNATIONAL BUILDING CODE 2009 AND THE EIA/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENT AND FROM THE EXISTING STRUCTURAL DRAWINGS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
3. THE GENERAL CONTRACTOR AND HIS CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK
4. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS – ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE FOR STANDARD PRACTICE.
5. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A992. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
6. WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY (AWS). STRUCTURAL WELDING CODE – STEEL WELD ELECTRODES SHALL BE E70XX.
7. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8 INCH MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS INCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS OTHERWISE NOTED.
8. LUMBER (IF APPLICABLE) SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
9. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
10. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL MUNICIPAL CONTRACTOR BUSINESS LICENSES.



4 S-2 **MUSHROOM STOP DETAIL** NTS



1 S-2 **GRAVEL COMPOUND DETAIL** NTS



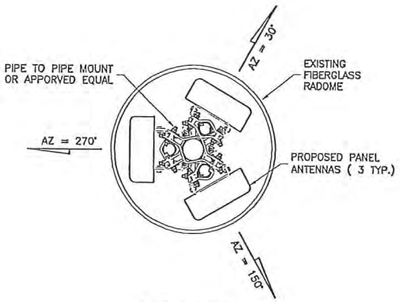
NOTES

TRANSVERSE JOINT 1/2" WIDE SHALL BE INSTALLED IN THE CURB 20'-0" APART AND SHALL BE FILLED WITH CELLULAR COMPRESSION MATERIAL AS SPECIFIED RECESSED 1/4" IN FROM FRONT FACE AND TOP OF CURB. EXPANSION JOINTS THRU AND ADJACENT TO CURB SHALL BE INCLUDED IN THE UNIT PRICE B/O FOR CURB.

2 S-2 **9"x18" CONCRETE VERTICAL CURB** NTS

CONCRETE GENERAL NOTES

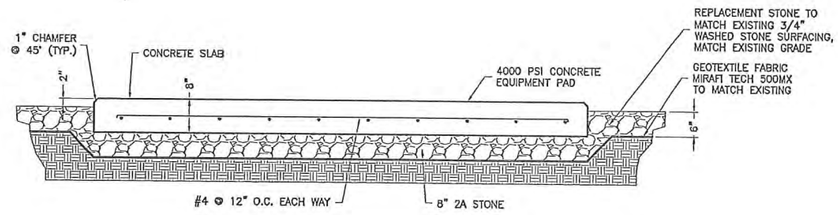
1. ALL CONCRETE WORK SHALL CONFORM TO ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORSED CONCRETE" AND TO THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE IS TO BE NORMAL DENSITY CONCRETE WITH A MAXIMUM SLUMP OF 4 INCHES. MAXIMUM AGGREGATE SIZE 3/4 INCH. NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
3. NO HOLES OR SLEEVES SHALL BE MADE THROUGH CONCRETE WORK OTHER THAN THOSE INDICATED ON THE STRUCTURAL DRAWINGS WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.
4. ALL FORMWORK OFFSET TOLERANCES (PER ACI 117) TO BE CLASS A.
5. FLOOR SLAB TOLERANCES TO ASTM E1155; SPECIFIED OVERALL MINIMUM VALUE OF FLATNESS F F=25 WITH LOCAL MINIMUM F F=17, AND MINIMUM VALUE OF LEVELNESS F F=20 WITH LOCAL MINIMUM F I AND F F WITHIN 72 HOURS OF SLAB CONSTRUCTION.
6. CABINETS ON SLAB (IF APPICABLE). ALLOWABLE CAPACITY OF CONCRETE USED IN DESIGN MIN. 3500 PSI.



AT ELEVATION 110'± AGL

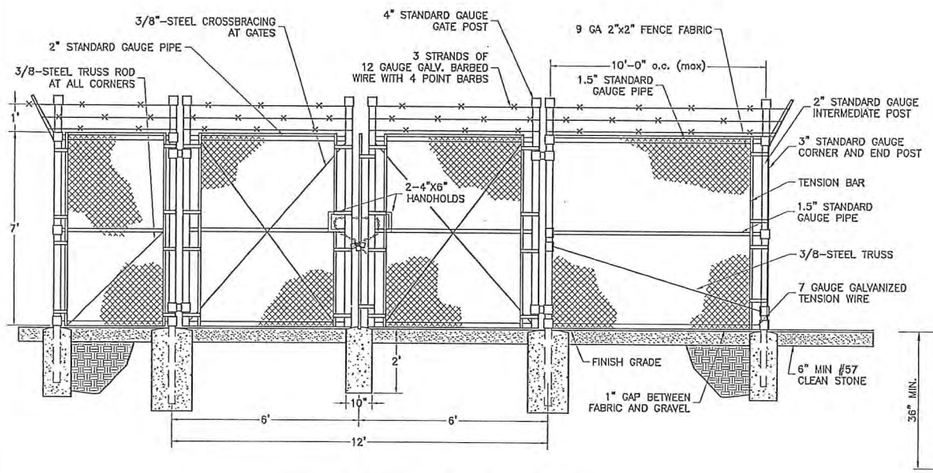
NOTE: CARRIER(S) SHALL DETERMINE IF PROPOSED ANTENNAS WILL FIT INSIDE THE THE PROPOSED FIBERGLASS RADOME PRIOR TO INSTALLATION

3 S-2 **ANTENNA MOUNTING PLAN** NTS

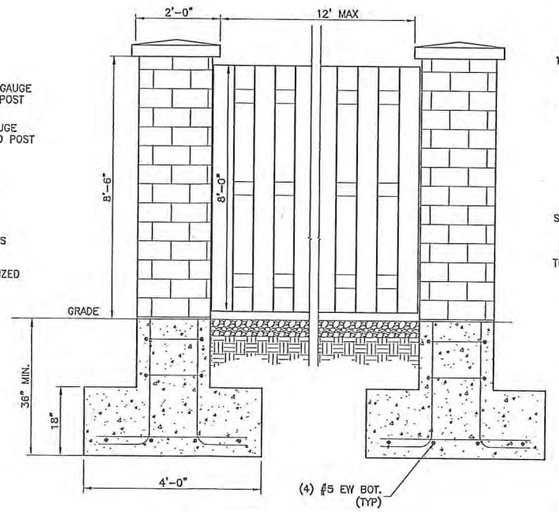


NOTES:
1. CONCRETE SHALL BE 4000 PSI AIR ENTRAINED CONCRETE PLACED OVER A MIN. OF 8" #2A GRAVEL ON UNDISTURBED OR WELL AS COMPACTED SOIL WITH A BEARING PRESSURE OF 1500 PSF MIN.

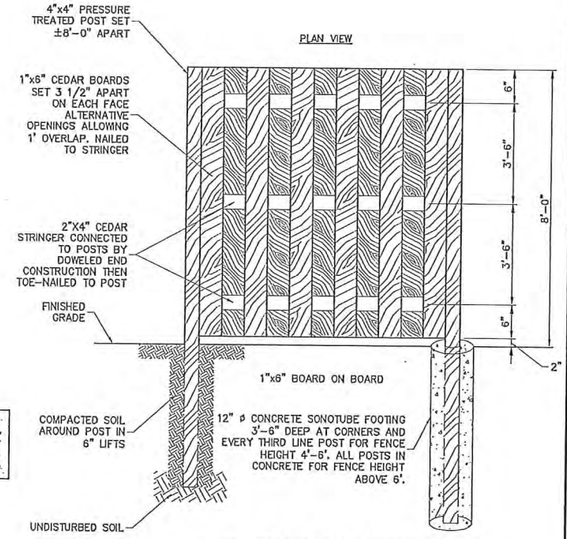
5 S-2 **CONCRETE SLAB DETAIL** NTS



6 S-2 **CHAIN LINK FENCE AND GATE DETAIL** NTS



7 S-2 **BRICK COLUMN DETAIL** NTS



9 S-2 **BOARD ON BOARD FENCE DETAIL** NTS

ADVANTAGE ENGINEERS
Telecommunications Environmental Construction
1555 BUSTARD ROAD, SUITE 100
LANSDALE, PA 19446
PHONE (215) 361-6050
FAX (215) 412-2704

LIBERTY TOWERS
51 MONROE STREET SUITE PE007
ROCKVILLE, MD 20850-2456
PH (202) 420-7300

CONST: SAM KRAUS
RF: MIKE HOFE
A&E: PHILIP BURTNER

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
10	01-11-11	REVISED PER COMMENTS
9	01-10-11	REVISED PER COMMENTS
8	01-09-11	REVISED PER COMMENTS
7	12-14-11	REVISED PER COMMENTS
6	10-26-11	REVISED PER COMMENTS
5	10-13-11	REVISED PER COMMENTS
4	09-01-11	REVISED PER COMMENTS
3	08-18-11	REVISED PER COMMENTS

DRAWN BY: D.A.K **CHECKED BY:** P.B
SCALE: AS NOTED
JOB NO: TPA31025

PHILIP BURTNER, P.E.
DE PROFESSIONAL ENGINEER LIC. #11753
NJ PROFESSIONAL ENGINEER LIC. #39503
PA PROFESSIONAL ENGINEER LIC. #043981-R

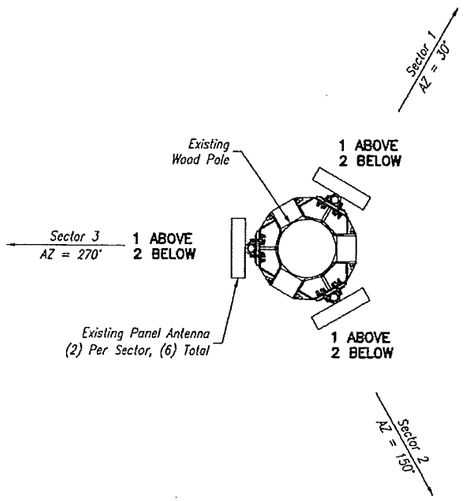
EAST GOSHEN
PA504
1580 PAOLI PIKE
WEST CHESTER, PA
19380
CHESTER COUNTY

DRAWING TITLE:

CONSTRUCTION DETAILS AND NOTES

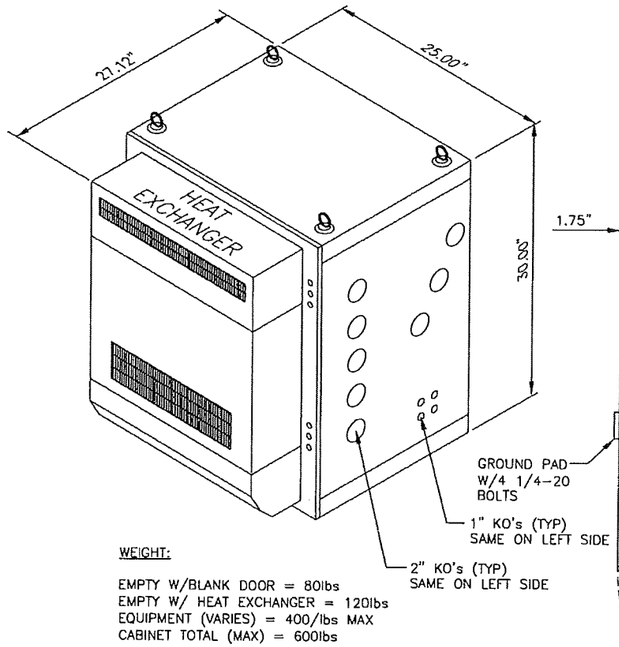
DRAWING SHEET:

S-2



ANTENNA PLAN

NOT TO SCALE



WEIGHT:

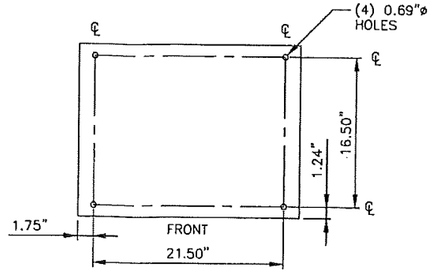
EMPTY W/BLANK DOOR = 80lbs
EMPTY W/ HEAT EXCHANGER = 120lbs
EQUIPMENT (VARIES) = 400/lbs MAX
CABINET TOTAL (MAX) = 600lbs

NOTES:

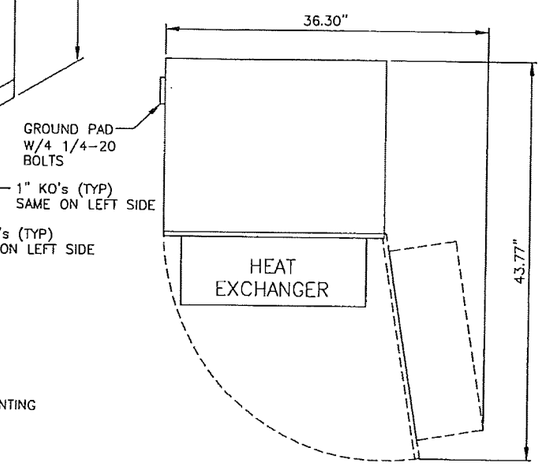
1. DOOR HINGE MAY BE REVERSED
2. MINIMUM ANCHOR SIZE MUST BE 1/2"DIA.
3. AN ISOLATOR BASE IS REQUIRED WHEN MOUNTING DIRECTLY ON CONCRETE PAD.

9412 TYPE 2 CABINET

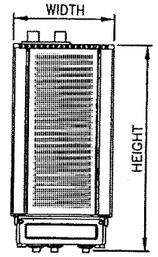
DETAIL 1
NTS

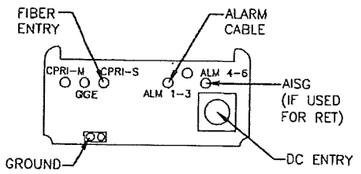


DRILL PATTERN

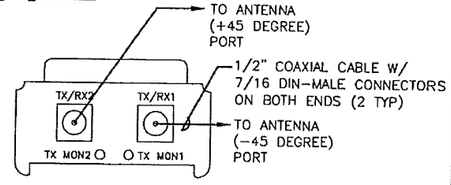


PLAN





RRH BOTTOM VIEW



RRH TOP VIEW

SIZE AND WEIGHT TABLE

RRH	WIDTH	DEPTH	HEIGHT W/O CABLE MANAGEMENT COVER	WEIGHT W/O BRACKET
RRH 700 MHz 2X40 (80W)	12.2"	10.8"	21"	51 LBS.
RRH AWS 2X40 (80W)	12"	9"	25"	43 LBS. (W/O SOLAR SHIELD)

NOTE: DIMENSIONS INCLUDE MOUNTING BRACKET, SOLAR SHIELD AND CONNECTORS.

MINIMUM CLEARANCE TABLE

RRH CABINET	CLEARANCES (INCHES)	COMMENTS
FRONT	36"	INSTALLATION ACCESS
REAR	2"	ZERO REAR CLEARANCE IS ALLOWED USING SUPPLIED MOUNTING BRACKETS
RIGHT	4"	AIR FLOW
LEFT	4"	AIR FLOW
TOP	12"	AIR FLOW
BOTTOM	12"	CONDUIT ROUTING

ALCATEL-LUCENT 9442
REMOTE RADIO HEAD (RRH)

DETAIL 1104 △1
NTS

BECHTEL COMMUNICATIONS, INC.
200 NORTH WARNER ROAD
SUITE 160
KING OF PRUSSIA, PA 19406
PHONE: (610) 233-1738

Dewberry
Dewberry-Goodkind, Inc.
EASTGATE BUSINESS CENTER
133 GAITHER DRIVE, SUITE F
MT. LAUREL, NEW JERSEY 08054
PHONE: 856.802.0643
FAX: 856.802.0646
JOB # 50044612

SITE NUMBER: PAL01277
FA NUMBER: 10096962
SITE NAME: GOSHENVILLE
1602 EAST STRASBURG ROAD
WEST CHESTER, PA 19380

at&t
NEW CINGULAR WIRELESS PCS, LLC
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	12/15/11	ISSUED FOR ZONING	MPC	CJZ	ASN
0	12/09/11	ISSUED FOR ZONING	EDTV	CJZ	ASN

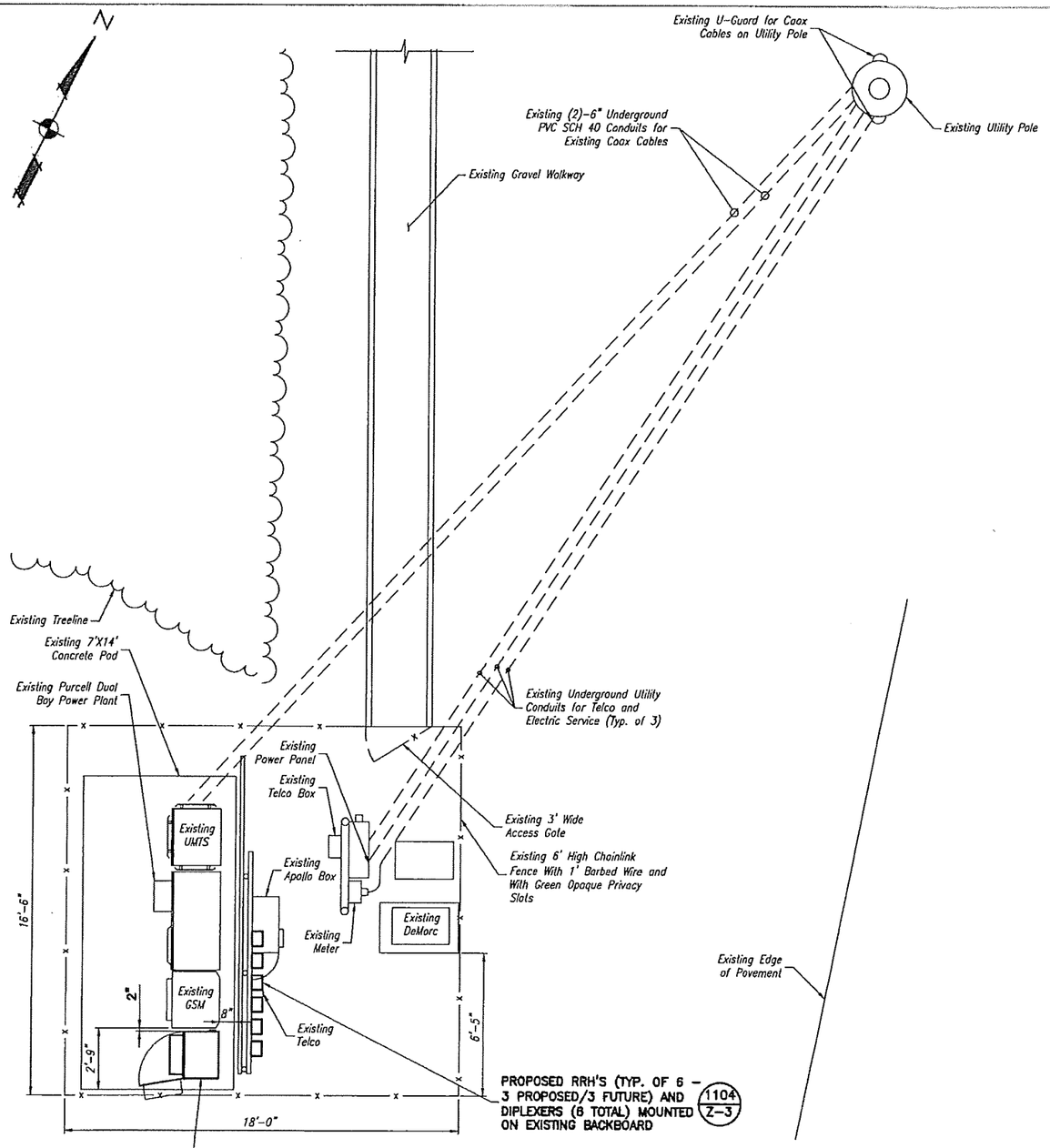
SCALE: AS SHOWN | DESIGNED BY: EDTV | DRAWN BY: EDTV

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
ALEC SCOTT NORRIS
ENGINEER
No. E075556

LTE PROJECT

DETAILS

SITE NUMBER	DRAWING NUMBER	REV
25471-420	Z-3	1



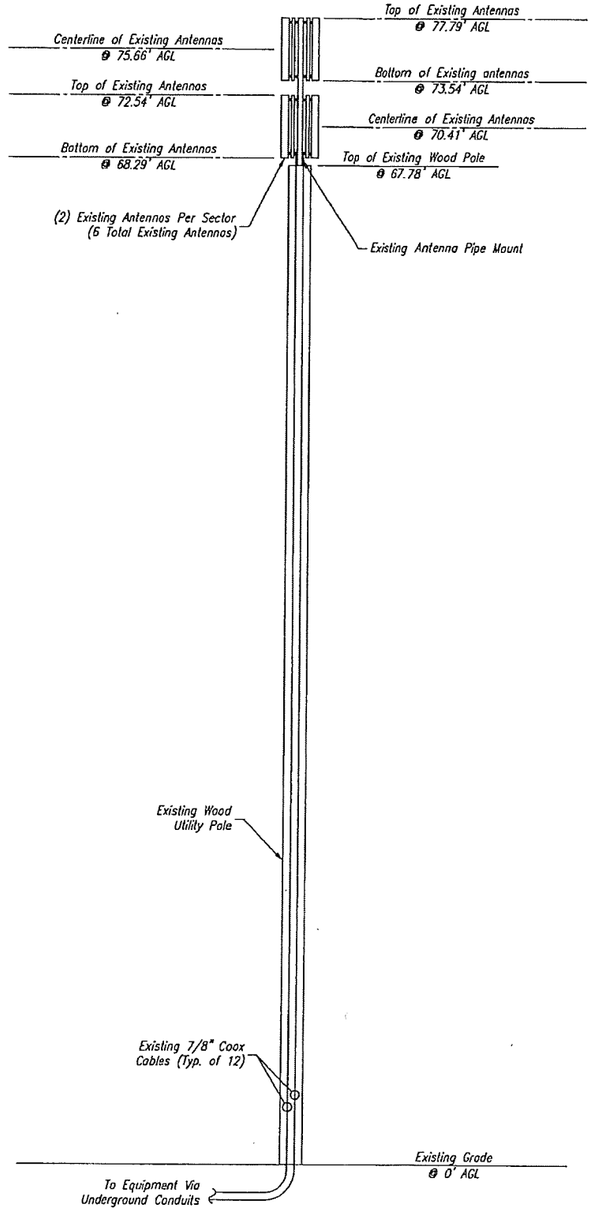
COMPOUND LAYOUT

GRAPHIC SCALE

3 0 1.5 3 6

(IN FEET)

SCALE: 1" = 3' FOR 24"X36" DRAWINGS
DO NOT SCALE 11"X17" DRAWINGS



ELEVATION VIEW

GRAPHIC SCALE

5 0 2.5 5 10

(IN FEET)

SCALE: 1" = 5' FOR 24"X36" DRAWINGS
DO NOT SCALE 11"X17" DRAWINGS

BECHTEL COMMUNICATIONS, INC.
200 NORTH WARNER ROAD
SUITE 160
KING OF PRUSSIA, PA 19406
PHONE: (610) 233-1738

Dewberry
Dewberry-Goodkind, Inc.
EASTGATE BUSINESS CENTER
123 GAITHER DRIVE, SUITE F
MT. LAUREL, NEW JERSEY 08054
PHONE: 856.802.0843
FAX: 856.802.0848
JOB # 50044612

SITE NUMBER: PAL01277
FA NUMBER: 10096962
SITE NAME: GOSHENVILLE

1602 EAST STRASBURG ROAD
WEST CHESTER, PA 19380

at&t

NEW CINGULAR WIRELESS PCS, LLC
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	12/15/11	ISSUED FOR ZONING	MPC	CJZ	ASN
0	12/09/11	ISSUED FOR ZONING	EDTV	CJZ	ASN

SCALE: AS SHOWN | DESIGNED BY: EDTV | DRAWN BY: EDTV | PA-1

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
ALEC SCOTT NORRIS
ENGINEER
No. PE073556

LTE PROJECT

COMPOUND PLAN AND ELEVATION VIEW

JOB NUMBER	DRAWING NUMBER	REV
25471-420	Z-2	1

GENERAL NOTES

1. SITE AND BOUNDARY INFORMATION OBTAINED FROM THE FOLLOWING:

A. PLAN ENTITLED "SITE PLAN OF EXISTING CONDITIONS FOR 1602 EAST STRASBURG ROAD", PREPARED BY DEWBERRY–GOODKIND, INC., OF MOUNT LAUREL, NJ, LAST REVISED 08/19/10.

2. THIS PROPOSAL IS FOR AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE PLACEMENT OF PROPOSED EQUIPMENT CABINETS ON A CONCRETE PAD WITHIN AN EXISTING FENCED COMPOUND.

3. THE PROPOSED FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITATION. (NO HANDICAP ACCESS IS REQUIRED)

4. NO NOISE, SMOKE, DUST, VAPORS OR ODOR WILL RESULT FROM THIS PROPOSAL.

5. EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC.

6. TOTAL AREA OF DISTURBANCE UNDER THIS PROPOSAL: ±0 S.F.

7. ALL CONSTRUCTION FOR SITE IMPROVEMENTS SHALL CONFORM TO APPLICABLE SPECIFICATIONS, STANDARDS, AND REQUIREMENTS OF THE GOVERNMENTAL OR UTILITY AUTHORITIES HAVING JURISDICTION.

8. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

9. CONTRACTOR SHALL CONTACT THE PENNSYLVANIA ONE CALL SYSTEM PRIOR TO CONSTRUCTION @ 1–800–242–1776.

10. ALL CONSTRUCTION AND DESIGN FOR THE PROPOSED ANTENNA MOUNTS SHALL CONFORM IN ACCORDANCE WITH THE CURRENT STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES (TIA/EIA–222–G) REVISED, JANUARY 2006.

11. SUBCONTRACTOR TO VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.

12. SUBCONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION.

13. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS & INSPECTIONS REQUIRED FOR CONSTRUCTION.

14. A DRIVEWAY PERMIT IS NOT REQUIRED FOR THIS APPLICATION.

15. THIS PROJECT WILL NOT REQUIRE STREETS OR PROPERTY TO BE DEDICATED FOR PUBLIC USE.

16. THIS PROJECT WILL NOT REQUIRE PERMANENT MONUMENTS.

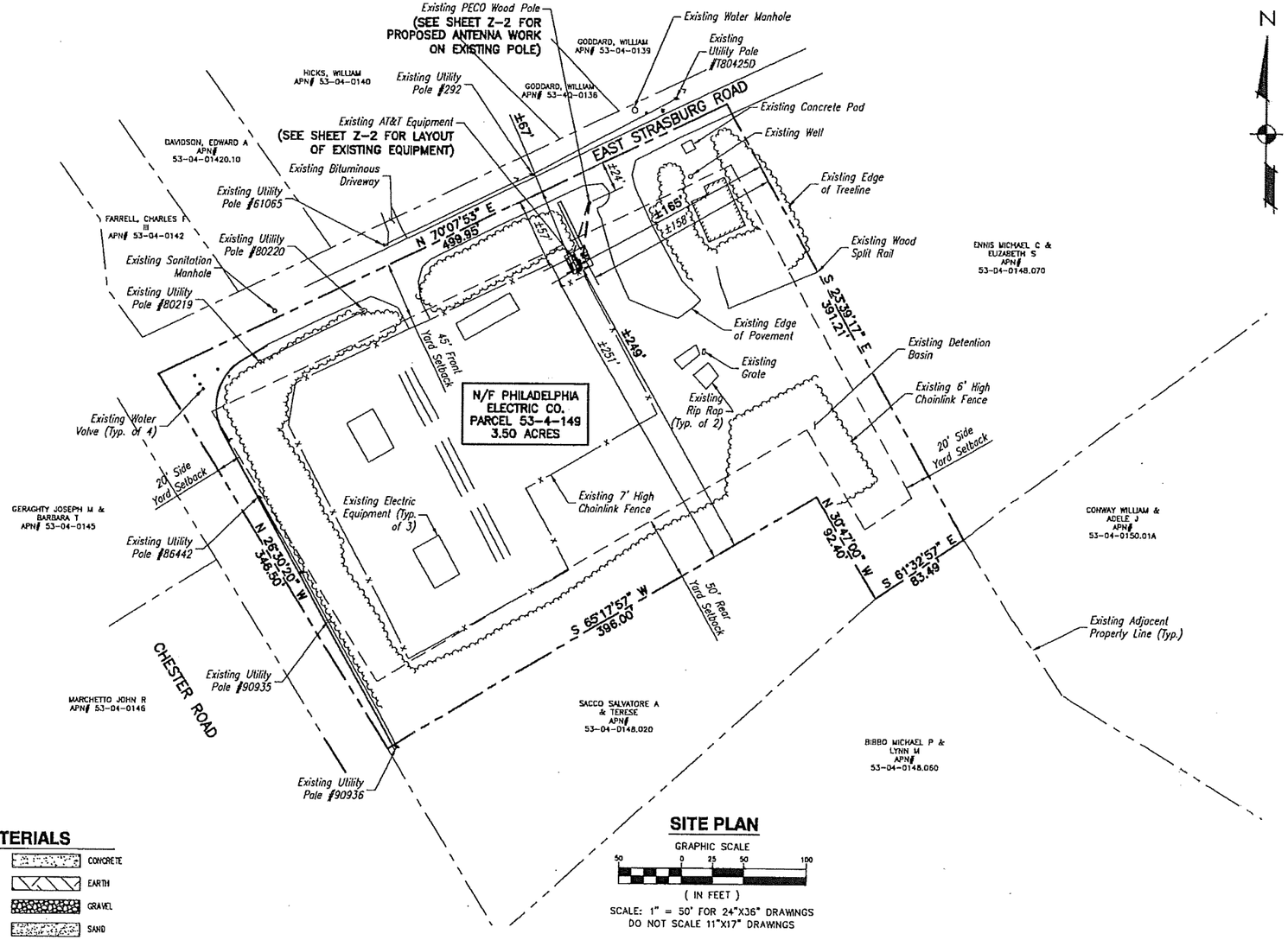
17. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP OF CHESTER COUNTY, PA (ALL JURISDICTIONS), PANEL 215 OF 380, MAP 42029C0215F, DATED 09/29/2006, ALL PROPOSED IMPROVEMENTS ARE LOCATED WITHIN ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

18. IF THIS WIRELESS COMMUNICATIONS FACILITY IS ABANDONED OR ITS USE IS DISCONTINUED FOR A PERIOD OF SIX MONTHS IT SHALL BE DEMOLISHED OR REMOVED FROM THE SITE WITHIN SIX MONTHS AT THE EXPENSE OF THE WIRELESS COMMUNICATIONS FACILITY OWNER.

19. THE APPLICANT WILL SUBMIT TO THE TOWNSHIP ENGINEER PROOF OF ANNUAL INSPECTION OF THE COMMERCIAL COMMUNICATIONS ANTENNA SUPPORT STRUCTURE AND COMMERCIAL COMMUNICATIONS ANTENNA BY AN INDEPENDENT PROFESSIONAL ENGINEER AS REQUIRED BY THE LATEST ANSI/EIA/TIA CODE.

20. IF THE TELECOMMUNICATIONS FACILITY CAUSES RADIO OR TELEVISION RECEPTION INTERFERENCE THE APPLICANT SHALL FOLLOW THE PROCEDURES SET FORTH IN SECTION 240–31.C.3.H.2.Y OF THE EAST GOSHEN TOWNSHIP ORDINANCE.

21. THE APPLICANT WILL SUBMIT AN ANNUAL REPORT IN JANUARY OF EACH YEAR PROVIDING THE INFORMATION LISTED IN SECTION 240–31.C.3.H.2.Z OF THE EAST GOSHEN TOWNSHIP ORDINANCE.



SITE PLAN

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

SCALE: 1" = 50' FOR 24"X36" DRAWINGS
DO NOT SCALE 11"X17" DRAWINGS

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CHAINLINK FENCE LINE
- SETBACK LINE
- HEAVY LINEWEIGHT INDICATES PROPOSED FACILITIES
- LIGHT LINEWEIGHT INDICATES EXISTING FACILITIES
- TREELINE

SYMBOLS AND MATERIALS

DT# / SH# — DETAIL REFERENCE

D / SH — SECTIONS & DETAILS

- CONCRETE
- EARTH
- GRAVEL
- SAND

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 STOP! CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES

§240-9 R-2 LOW DENSITY RESIDENTIAL

DESCRIPTION	REQUIRED	EXISTING	PROPOSED	REMARKS
MINIMUM LOT AREA	1 ACRE	±3.50 ACRES	NO CHANGE	CONFORMING
MINIMUM SIDE YARD	20 FEET	±158 FEET	NO CHANGE	CONFORMING
MINIMUM FRONT YARD	45 FEET	±57 FEET	NO CHANGE	CONFORMING
MINIMUM REAR YARD	50 FEET	±250 FEET	±249 FEET	CONFORMING
MAXIMUM SITE COVERAGE	35%	5%	8%	CONFORMING

COMMONWEALTH OF PENNSYLVANIA REGISTERED PROFESSIONAL

ALEC SCOTT NORRIS
ENGINEER
No. PE 076556
ALEC S. NORRIS
PROFESSIONAL ENGINEER
PA LICENSE NO. PE 076556

BECHTEL COMMUNICATIONS, INC.
200 NORTH WARNER ROAD
SUITE 160
KING OF PRUSSIA, PA 19406
PHONE: (610) 233–1738

Dewberry
Dewberry-Goodkind, Inc.
EASTGATE BUSINESS CENTER
133 GAITHER DRIVE, SUITE F
MT. LAUREL, NEW JERSEY 08054
PHONE: 856.802.0043
FAX: 856.802.0644

JOB # 50044612

SITE NUMBER: PAL01277
FA NUMBER: 10096962
SITE NAME: GOSHENVILLE
1602 EAST STRASBURG ROAD
WEST CHESTER, PA 19380

at&t
NEW CINGULAR WIRELESS PCS, LLC
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	12/15/11	ISSUED FOR ZONING	MPC	CJZ	ASN
0	12/09/11	ISSUED FOR ZONING	EDTV	CJZ	ASN

SCALE: AS SHOWN | DESIGNED BY: EDTV | DRAWN BY: EDTV

LTE PROJECT

SITE PLAN AND GENERAL NOTES

JOB NUMBER	DRAWING NUMBER	REV
25471–420	Z–1	1

PROJECT INFORMATION

SCOPE OF WORK:	THIS PROPOSAL IS FOR AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE PLACEMENT OF PROPOSED EQUIPMENT CABINETS ON A CONCRETE PAD WITHIN AN EXISTING FENCED COMPOUND.
SITE ADDRESS:	1602 EAST STRASBURG ROAD WEST CHESTER, PA 19380
LATITUDE: LONGITUDE:	N 39.9765° W -75.5345°
JURISDICTION:	EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PA ZONING DISTRICT CLASSIFICATION: R-2 - LOW DENSITY DISTRICT TAX PARCEL 53-04-0149-U PARCEL SIZE: ±3.50 ACRES
PROPOSED USE:	TELECOMMUNICATIONS FACILITY
TOWER OWNER:	PECO ENERGY CO. 2301 MARKET STREET PHILADELPHIA, PA 19101
NAME OF APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC 200 N. WARNER ROAD KING OF PRUSSIA, PA 19406

DRAWING INDEX

		REV
T-1	TITLE SHEET	1
Z-1	SITE PLAN AND GENERAL NOTES	1
Z-2	COMPOUND PLAN AND ELEVATION VIEW	1
Z-3	DETAILS	1

ENDORSEMENTS

APPROVED BY EAST GOSHEN TOWNSHIP

BOARD CHAIRPERSON _____ DATE _____

BOARD SECRETARY _____ DATE _____

TOWNSHIP ENGINEER _____ DATE _____

OWNER ENDORSEMENT

I CONSENT TO THE FILING OF THIS SITE PLAN WITH THE PLANNING BOARD OF EAST GOSHEN TOWNSHIP

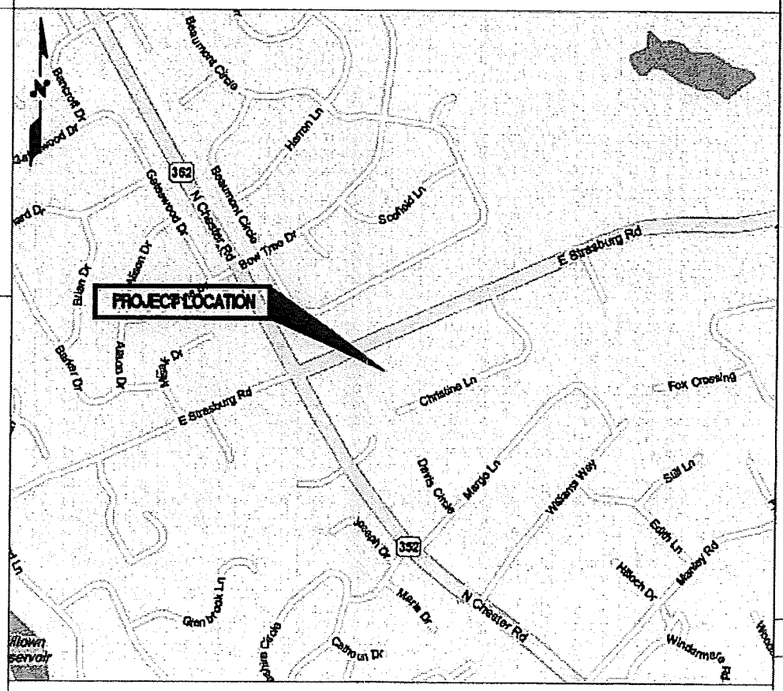
OWNER _____ DATE _____

NOTARY _____ DATE _____

ZONING DRAWINGS
SITE NUMBER: PAL01277
FA NUMBER: 10096962
SITE NAME: GOSHENVILLE
MODIFICATION TO EXISTING CELL SITE

VICINITY MAP

DIRECTIONS: DEPART N WARNER ROAD TOWARDS SR-363/N GULPH ROAD. TAKE RAMP AND FOLLOW SIGNS FOR I-76 EAST/SCHUYLKILL EXPRESSWAY. AT EXIT 328B, TAKE RAMP RIGHT FOR US-202 SOUTH/W DEKALB PIKE TOWARDS WEST CHESTER. TAKE RAMP RIGHT FOR SR-252 SOUTH/W SWEDESFORD ROAD TOWARDS PAOLI. TURN RIGHT ONTO US-30/E LANCASTER AVENUE. BEAR LEFT ONTO PAOLI PIKE. TURN LEFT ONTO SR-352/N CHESTER ROAD. TURN LEFT ONTO E STRASBURG ROAD.



NOT TO SCALE

APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE: INTERNATIONAL BUILDING CODE 2009
NATIONAL ELECTRICAL CODE: NEC 2008
FIRE/LIFE SAFETY CODE: NFPC 1996

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS.
AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:
TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

DETAIL 103/—

CONTACT INFORMATION

	NAME	COMPANY	PHONE NO.
A&E	CRAIG ZEIDMAN	DEWBERRY	856-780-3665
ENG.	SCOTT HEALEY	BECHTEL	610-233-1738
UTILITIES			
POWER:		PECO	215-841-4000
TELCO:		VERIZON	1-800-VERIZON

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
ALEC SCOTT NORRIS
ENGINEER
PE075036
ALEC S. NORRIS
PROFESSIONAL ENGINEER
LICENSE NO. PE075036

BECHTEL COMMUNICATIONS, INC.
200 NORTH WARNER ROAD
SUITE 160
KING OF PRUSSIA, PA 19406
PHONE: (610) 233-1738

Dewberry
Dewberry-Goodkind, Inc.
EASTGATE BUSINESS CENTER
133 GAITHER DRIVE, SUITE F
MT. LAUREL, NEW JERSEY 08054
PHONE: 856.802.0643
FAX: 856.802.0846

JOB # 50044612

SITE NUMBER: PAL01277
FA NUMBER: 10096962
SITE NAME: GOSHENVILLE
1602 EAST STRASBURG ROAD
WEST CHESTER, PA 19380

at&t
NEW CINGULAR WIRELESS PCS, LLC
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	12/15/11	ISSUED FOR ZONING	MPC	CTZ	ASN
0	12/09/11	ISSUED FOR ZONING	EDTV	CTZ	ASN

SCALE: AS SHOWN | DESIGNED BY: EDTV | DRAWN BY: EDTV

SEAL | LTE PROJECT | TITLE SHEET

JOB NUMBER	DRAWING NUMBER	REV
25471-420	T-1	1

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 1/10/2012
To: Board of Supervisors
From: Mark Gordon, Zoning Officer MJG
Re: AT&T Mobility Zoning Variance Request / 1606 E. Strasburg Rd.

Dear Board Members,

The ZHB application before you is for the AT&T WCF at 1606 E. Strasburg Rd. AT&T is requesting to add one equipment box to the existing equipment pad. No changes are proposed for the antennas or to the PECO pole.

The Zoning Ordinance permits three cabinets to be placed on an equipment pad for a Wireless Communications facility when the antennas are installed on an existing structure. AT&T is asking for a forth cabinet therefore they are requesting relief from this requirement of the ordinance; 240-31.C(3)(h)[3][d].

At their meeting on January 4, 2012 the Planning Commission unanimously voted to recommend that the Board of Supervisors support this request due to the negligible impact to the surrounding properties. I have enclosed the application material for your information and use and drafted a motion supporting the relief, for your consideration.

DRAFT MOTION:

Mr. Chairman, I move that we recommend that the Zoning Hearing Board grant the dimensional Zoning relief sought by AT&T Mobility for the proposed modification to their Wireless Communication Facility at 1606 East Strasburg Rd. The applicant proposes to add one additional equipment box to the existing concrete equipment pad in accordance with the application and plan dated 12/09/2011, last revised 12/15/2011. The relief sought is minimal and will not alter the essential character of the neighborhood therefore the Board of Supervisors supports the requested relief with the following condition:

1. The applicant shall follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted on the plans.

10/31/2011

10/31/2011

10/31/2011

10/31/2011

10/31/2011

10/31/2011

10/31/2011

10/31/2011

AREA CODE 610
692-7171

EAST GOSHEN TOWNSHIP
PLANNING COMMISSION

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 9, 2012

East Goshen Township
Board of Supervisors
1580 Paoli Pike
West Chester, Pa. 19380

Re: AT&T Mobility
Zoning Variance Application
53-4-149 / 1606 East Strasburg Rd.

Dear Board Members:

AT&T Mobility has submitted a Zoning Variance application for the AT&T Wireless Communication Facility (WCF) at 1606 E. Strasburg Rd. AT&T is requesting to add one equipment box to the existing equipment pad. No changes are proposed for the antennas or to the PECO pole.

The Zoning Ordinance permits three cabinets to be placed on the equipment pad for a WCF when the antennas are installed on an existing structure. AT&T is asking for a forth cabinet therefore they are requesting dimensional relief from this requirement of the ordinance; 240-31.C(3)(h)[3][d].

At their meeting on January 4, 2012 the Planning Commission voted unanimously in favor of the following motion:

Madame Chairman, I move that we recommend that the Board of Supervisors support the AT&T Mobility Zoning Variance Application for the proposed modification to their Wireless Communication Facility. The applicant proposes to add one additional equipment box to the existing concrete equipment pad in accordance with the application and plan dated 12/09/2011, last revised 12/15/2011 with the following conditions:

1. The applicant shall follow all applicable federal, State and Local laws and secure all proper permits prior to construction of the improvements depicted on the plans.

Sincerely,

Mark A. Gordon
Township Zoning Officer

FILE COPY

EAST GOSHEN TOWNSHIP
ZONING HEARING BOARD APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

DEC 23 2011

Name of Applicant: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

Applicant Address: 200 N. Warner Road, King of Prussia, PA 19406

Telephone Number: c/o 610-458-4400 Fax Number: c/o 610-458-4441

Email Address: c/o Debbie@rrhc.com

Property Address: 1602 East Strasburg Road

Tax Parcel Number: 53-04-0149-U Zoning District: R-2 Acreage: ±3.5 acres

Purpose of Application (check one)

- ☐ Variance (Type: ☐ Use Variance ☒ Dimensional Variance)
- ☐ Special Exception
- ☐ Appeal determination of the Zoning Officer
- ☐ Other _____

Sections of Zoning Ordinance in which relief is sought:

§240-31.C(3)(h)[3][d] relating to the number of equipment boxes permitted

Description of the Zoning Relief requested and the future use of the property:

Applicant is seeking a dimensional variance to permit a fourth equipment box to be located on the existing concrete pad at the base of the tower within the existing compound area. No additional antennas or improvements to the existing antennas are proposed. The existing compound area is screened with permahedge screening so the additional cabinet will not be visible to the public.

We hereby acknowledge that we have read this application and state that the above is correct and agree to comply with all provisions of the East Goshen Township Zoning Ordinance applicable to this project and property.

Debra A Shulski 12-21-11

Debra A. Shulski, Esquire — Date
Attorney for Applicant

***Please review the formal application and review procedures on page three.**

EAST GOSHEN TOWNSHIP
ZONING HEARING BOARD APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

This checklist outlines the steps and items needed to insure completeness of the application and to insure the application follows the process and conforms to the timeframe outlined by the state of Pennsylvania and East Goshen Township. This checklist is broken into two parts, the Application process and the Review Process. The application process must be completed in its entirety prior to the applications advancement into the Review Process.

Applicant Name: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

Application Process Checklist (Administration use only):

Item	Date Complete
1. Completed Township Application Form:	12/21/2011
2. All related materials submitted:	12-22-2011
3. Township application and review fees paid:	12-22-2011

Application accepted on 12-22-2011 by MARK GORDON

Official Signature _____ Title ZONING OFFICER

Review Process Checklist

Item	Date
1. Start date:	12-22
2. Date of first formal Planning Commission Meeting following complete application:	1-4-2012
3. Date sent to CCPC:	—
4. Date sent to Township Engineer:	—
5. Date presented to Planning Commission:	1-4-2012
6. Date sent to CB:	12-23-2011
7. Date sent To MA:	"
8. Date sent to HC:	"
9. Date sent to PRB:	"
10. Date sent to TAB:	"
11. Date by which the PC must act:	1-4-2012
12. Date by which Board of Supervisors must act:	1-17-2012
13. Drop Dead Date; (Day 60):	2-19-2012
14. Zoning Hearing Date:	1-26-2012
15. Dates of public advertisement:	1-5-2012 & 1-12-2012

BEFORE THE ZONING HEARING BOARD
OF
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

In re: Application of New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility
1602 East Strasburg Road
Site No: PAL01277

ADDENDUM "A" TO ZONING HEARING BOARD APPLICATION

I. BACKGROUND

The subject property is located at 1602 East Strasburg Road in East Goshen Township and is situated in the R-2 Zoning District. The property contains an existing telecommunication tower and associated compound area which is currently being utilized by the Applicant, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("AT&T") as a Telecommunications Facility.

As the accompanying demonstrate, AT&T is proposing to add a fourth equipment cabinet to be located on the existing concrete pad at the base of the tower within the compound area for purposes of its LTE upgrade. No additional antennas or improvements to the existing antennas are proposed. The existing compound area is screened with permahedge screening so the additional cabinet will not be visible to the public.

II. REQUEST FOR RELIEF TO THE ZONING HEARING BOARD

AT&T requests the following:

1. A dimensional variance from section 240-31.C(3)(h)[3][d] to permit the forth equipment box to be located on the existing concrete pad whereas the Ordinance only permits three equipment boxes. Please note that the overall square footage and size of the equipment boxes are fully compliant with the applicable ordinance requirements.

2. The Applicant also applies for such other interpretations, waivers and or variances and relief as may be ultimately be required.

III. REASONS WILL ZONING RELIEF SHOULD BE GRANTED

The proposed upgrade is suitable for the Property and is in the best interests of the community and the requested relief should be granted for the following reasons:

1. The proposed upgrade is necessary in order for AT&T to provide enhanced telecommunications service in accordance with its Federal Communications Commission license and the Telecommunications Act of 1996.

2. The Telecom Facility, a passive communications use, is a suitable and appropriate use of the Property. The proposed upgrade is consistent with the spirit, purpose and intent of the Ordinance as the telecommunications facility currently exists on the Property. AT&T merely proposes to upgrade its existing facility to provide for enhanced data services.

3. The proposed upgrade will not substantially injure or detract from the use of neighboring properties or from the character of the neighborhood and the use of the properties adjacent to the Property will be adequately safeguarded.

4. The proposed upgrade will serve the best interest of the Township, the convenience of the community, and the public welfare by improving wireless telecommunications services, especially to residents and business owners in the community.

5. The proposed upgrade will be entirely consistent with the logical, efficient and economical extension of public services and facilities within the Township including police and fire protection.

6. The proposed upgrade will be designed in accordance with all applicable safety and industry standards, and will not endanger the safety of persons or property.

7. The proposed upgrade will not overcrowd the land or create an undue concentration of population.

8. The proposed upgrade will not impair an adequate supply of light and air to adjacent property.

9. The Telecom Facility will be fully automated and unattended on a daily basis and will be visited only for periodic maintenance or emergency repair.

10. The proposed upgrade will not adversely affect transportation or unduly burden public facilities.

11. The relief will represent the minimum relief necessary in order for AT&T to provide enhanced telecommunications services and will represent the least modification possible of the regulations in issue. The height of the Telecom Facility is the minimum height necessary to perform its function.

12. The Telecom Facility complies with all applicable standards established by the Federal Communications Commission.

13. The Telecom Facility shall not cause radio frequency interference with other communications facilities located in the Township.

14. AT&T is licensed by the Federal Communications Commission to operate the Telecom Facility.

15. The Telecom Facility shall comply with all applicable Federal Aviation Administration and Commonwealth Bureau of Aviation Regulations.

16. The surrounding neighborhood will not be subjected to objectionable noise, lighting, glare, heat, ventilation, smoke, fumes, vapors, dust, dirt, gases or radioactive or electrical disturbances by the proposed use or change. No signs or lights will be mounted on the Telecom Facility.

17. The Telecom Facility will be maintained in a safe manner in accordance with the requirements of the Township's Building Code.

For all of the reasons stated above, AT&T requests that the Board grant any and all necessary relief to allow the proposal to proceed.

Detailed Plans of the proposed use have been submitted to the Township, to be incorporated by reference herein, for consideration before the Zoning Hearing Board. AT&T may submit additional documentation at the time of the hearing in support of the Application.

Respectfully submitted,

RILEY RIPER HOLLIN & COLAGRECO

Date: 12-21-11

By: Debra A Shulski

Debra A. Shulski, Esquire
Attorney for Applicant, New Cingular Wireless,
PCS, LLC d/b/a AT&T Mobility