

EXHIBIT F

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

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December 30, 2016

*ALSO MEMBER NY BAR
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Joseph P. Nahas, Esquire
Law Offices of Joseph P. Nahas, P.C.
214 South Lehigh Avenue
Frackville, PA 17931

RE: Water Tower Lease Agreement Between the Municipal Authority of the Borough of Shenandoah and Celco Partnership d/b/a Verizon Wireless
Verizon Wireless - Shenandoah Site
Our File No.: F0208-697

Dear Attorney Nahas:

I represent Celco Partnership d/b/a Verizon Wireless ("Verizon Wireless") with respect to the above referenced matter. In that regard, I understand that you are the Solicitor for The Municipal Authority of the Borough of Shenandoah.

As you may know, on July 29, 2014, Verizon Wireless and the Authority executed a Water Tower Lease Agreement with respect to the water tower located at 300 Furnace Road, Shenandoah, PA.

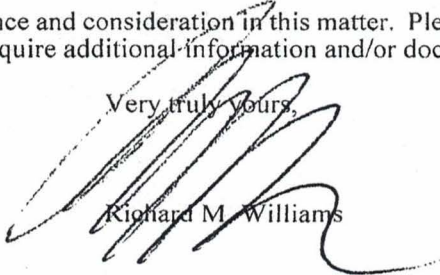
Paragraph 3(a) provides that the agreement will commence based upon the date Verizon Wireless starts installation of its equipment on the leased premises. In that regard, I understand that Verizon Wireless commenced construction on September 8, 2016. Based upon paragraph 3(a) of the lease, therefore, the commencement date of the agreement is September 1, 2016.

I am therefore enclosing herewith a Written Acknowledgment of Lease Commencement. The enclosed confirms that the commencement date of the agreement is September 1, 2016.

When you have the opportunity, kindly review the enclosed. If acceptable, kindly have the acknowledgment signed by a representative on behalf of the Authority. Thereafter, kindly return the acknowledgment to me for processing by Verizon Wireless.

Thank you, in advance, for your assistance and consideration in this matter. Please feel free to contact me should you have any questions or should you require additional information and/or documentation.

Very truly yours,


Richard M. Williams

RMW/sg
Enclosure



VERIZON WIRELESS HQ NETWORK REAL ESTATE
WRITTEN ACKNOWLEDGEMENT OF
LEASE COMMENCEMENT

The Verizon Wireless representative is responsible for completing Section 1, then providing to the Landlord for completion of Section 2.

SECTION 1 – This section to be completed by Verizon Wireless. When filling out this section, please be sure to refer to the commencement language per the Agreement.

Site Name:	<u>Shenandoah</u>		
Site Address:	<u>300 Furnace Road, Shenandoah, PA</u>		
Contract Number:	_____	GL Location Number:	<u>254991</u>
Commencement Date:	<u>September 1, 2016</u>		
Printed Name of Verizon Representative:	<u>Duncan Masemore</u>	Date:	<u>9/21/2016</u>
For Agreements that require Written Acknowledgement of Node and Network Operational Notice , please also provide the following:			
Node Acceptance Date	<u>N/A</u>	Node Name or Cluster Name/Number	<u>N/A</u>
Is the Node the FINAL NODE in the Supplement? <input type="checkbox"/> YES <input type="checkbox"/> NO			

SECTION 2 – This section to be completed by Lessor / Landlord and then returned to the Verizon Wireless representative.

Company Name: (if applicable)	<u>The Municipal Authority of the Borough of Shenandoah</u>		
Acknowledged by Lessor / Landlord:	<u>Mary Lou Jaskierski</u>	Date:	<u>1/9/17</u>
Printed Name of Lessor / Landlord:	<u>Mary Lou Jaskierski</u>	Title: (if applicable)	<u>Manager</u>

Special Instructions:

The Verizon Wireless representative is responsible for sending this completed form, along with a fully completed Commence a Lease / Exercise an Option Form to HQ Network Real Estate using the appropriate Area mailbox.

SITE NAME: Shenandoah
SITE NUMBER: 254991 (Location Code)

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the Municipal Authority of the Borough of Shenandoah, having a mailing address of P.O. Box 110, Shenandoah, Pennsylvania 17976, hereinafter designated LESSOR, and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 300 Furnace Road, Shenandoah, Schuylkill County, Pennsylvania, as shown on the Tax Map of Shenandoah Borough, Schuylkill County as Tax Map No. 64-11-0055.002, and being further described in Deed Book 1197 at Page 360 as recorded in the Schuylkill County, Pennsylvania Recorder of Deeds Office (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right of way extending from the nearest public right of way, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right of way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

All equipment and improvements installed on the Tower by LESSEE shall be subject to final inspection by LESSOR's engineers for the purposes of verifying compliance with the plans and specifications attached hereto as Exhibits "A" and "B" and LESSOR's approval of LESSEE's installation shall not be unreasonably withheld, delayed or conditioned. In the event LESSOR does not, within thirty (30) days of the completion of LESSEE's installation, either: (i) object to LESSEE's installation; or (ii) furnish LESSEE with written approval, LESSOR will be deemed to have approved LESSEE's installation.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the initial five (5) year term shall commence and be due at a total annual rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed

Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, c/o First Energy, Post Office Box 182727, Columbus, Ohio 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms and one (1) term of four (4) years and eleven (11) months thereafter unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Fifteen Thousand Eight Hundred Seventy and 00/100 Dollars (\$15,870.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Eighteen Thousand Two Hundred Fifty and 50/100 Dollars (\$18,250.50); the annual rental for the fourth (4th) five (5) year extension term shall be increased to Twenty Thousand Nine Hundred Eighty-Eight and 08/100 Dollars (\$20,988.88); and the annual rental for the final term of four (4) years and eleven (11) months shall be increased to Twenty-Four Thousand One Hundred Thirty-Six and 29/100 Dollars (\$24,136.29).

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise.

In the event any taxing authority levies a real estate tax upon LESSEE's improvements on the Tower or the Premises, and such taxing authority issues a tax bill in the name of LESSOR, then, in that event, LESSOR shall remit such tax bill to LESSEE immediately following issuance. Upon receipt of the tax bill from LESSOR, LESSEE shall remit and pay the taxes during the discount or face periods established by the tax bill for the year in which such taxes are due. In no event shall LESSEE allow a real estate tax bill provided by LESSOR in accordance with this Paragraph 6 fall into delinquency. LESSOR and LESSEE acknowledge that LESSOR is a duly constituted municipal authority and that LESSOR's Property and Tower are and shall remain exempt from real estate tax. In the event LESSEE allows any real estate tax obligation of LESSEE with respect to the Premises to fall into delinquency, then, in that event, LESSOR may declare a default as provided in Paragraph 28 herein and may pursue any and all remedies afforded to LESSOR in accordance with Paragraph 29.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified on any exhibit attached hereto, during the Term. Before commencing any subsequent alterations to the Tower or to the Property, LESSEE shall submit plans and specifications to LESSOR for LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event LESSOR does not, within fifteen (15) days of the submission of the plans, either: (i) object to the plans in writing; or (ii) furnish LESSEE with written approval, LESSOR shall be deemed to have approved them. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by LESSOR, which approval shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower

location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 34 below, as "Applicable Laws"). If, after written notice from LESSEE, LESSOR fails to make such repairs, including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand but in no event later than ten (10) days following LESSEE's written demand. If LESSOR does not make payment to LESSEE within ten (10) days after such written demand by LESSEE, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

Notwithstanding the foregoing, LESSEE agrees that during the installation of its equipment on the Tower, LESSEE shall attach to and construct on the Tower, at its sole cost and expense, any obstruction lighting that may be required by the Federal Communications Commission or the Federal Aviation Administration for LESSEE's intended use of the Tower or the Premises (the "Obstruction Lighting"). Upon LESSEE's installation of its equipment on the Tower, LESSEE shall, during its occupancy of the Tower, comply with all rules and regulations enforced by the Federal Communications Commission or the Federal Aviation Administration with regard to the lighting of towers including, but not limited to, all rules and regulations pertaining to air safety and navigation. LESSEE further agrees that LESSEE shall perform all repairs and routine maintenance to the Obstruction Lighting during the term of this Agreement.

LESSOR and LESSEE acknowledge that LESSEE's installation, repair and routine maintenance of the Obstruction Lighting and any structural enhancement to the Tower installed by LESSEE shall be a service performed by LESSEE on LESSOR's behalf and that such actions shall not create any ownership interest in and to the Tower or the Obstruction Lighting on behalf of LESSEE. LESSOR and LESSEE agree that upon installation of the Obstruction Lighting and/or any structural enhancements installed on the Tower by LESSEE, such Obstruction Lighting and any structural enhancements will become the property of LESSOR and shall remain on the Tower upon the expiration or sooner termination of this Agreement.

Although LESSEE has agreed herein to provide such service in connection with the lighting of the Tower, LESSOR understands that, as the owner of the Tower, only LESSOR is permitted to make administrative filings with the Federal Aviation Administration and Federal Communications Administration, including, but not limited to, registration of the Tower. During the occupancy of the Tower, LESSEE shall, at no cost to LESSOR, assist LESSOR in making any such filings. LESSOR shall cooperate with LESSEE in making such filings and shall provide any documentation or other information that may reasonably be required in connection with any such filing.

LESSOR and LESSEE acknowledge and agree that upon the expiration or sooner termination of this Agreement or upon LESSEE's vacation of the Tower or the Premises, LESSOR will assume any and all duties and responsibilities with respect to the maintenance and repair of the Obstruction Lighting, and

LESSOR shall further assume all responsibility for the Tower and the Obstruction Lighting's compliance with all rules and regulations enforced by Federal Communication Commission and/or the Federal Aviation Administration with regard to the lighting of towers. LESSOR and LESSEE's vacation of the Tower of the Premises, LESSEE shall have no further duties or responsibility with respect to Obstruction Lighting and the Obstruction Lighting's compliance with any rules and regulations enforced by the Federal Communication Commission and/or the Federal Aviation Administration.

LESSOR and LESSEE further acknowledge and agree that should LESSOR or any third party increase the height of the Tower or modify the Obstruction Lighting, then, in that event, LESSOR will assume any and all duties and responsibilities performed by LESSEE with respect to the lighting of the Tower and LESSOR shall be responsible for the Tower and the Obstruction Lighting's compliance with all rules and regulations enforced by the Federal Communications Commission and/or the Federal Aviation Administration with respect to the lighting of towers and LESSEE shall have no further duties or responsibilities in that regard.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the

expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, LESSEE shall have the right of first refusal to meet any bona fide offer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property to such third person in accordance with the terms and conditions of such third party offer. Notwithstanding the foregoing, however, any transfer, grant, or assignment to any Federal, state or local government agency, or subdivision thereof, shall be exempt from the right of first refusal requirements of this Paragraph 17.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSEE has been advised that one USDA/RUS loan and two (2) PENNVEST loans currently encumber LESSOR's title on the Property and that LESSOR intends upon encumbering real estate during the Term of this Agreement for public works programs through funding agents which shall require the cooperation of LESSEE.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written

acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the Commonwealth of Pennsylvania. All claims, suits, disputes or legal proceedings arising out of or under this Agreement, unless based upon, or regulated by, Federal rule, law or regulation, shall be brought and filed exclusively in the Court of Common Pleas of Schuylkill County, Pennsylvania and not in any other local, state or Federal court of the Commonwealth of Pennsylvania or the United States of America.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Municipal Authority of the Borough of Shenandoah
P.O. Box 110
Shenandoah, Pennsylvania 17976

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. NONCOLLATERALIZATION OF REAL ESTATE; NONMORTGAGING OF REAL ESTATE; MECHANICS LIENS. LESSEE shall not permit any mechanic's lien or liens to be placed upon the Property, the Premises, the Tower or improvements thereon during the term of this Lease caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of LESSEE. LESSEE shall have any contractor or subcontractor execute the necessary waiver of liens for purposes of protecting LESSOR's interest in real estate in order that said contractor or subcontractor may not subsequently file any mechanics' lien or any civil action or equitable action against LESSOR's real estate. Prior to performing any work on the Property, LESSEE shall have any contractor or subcontractor execute a waiver of liens for the purpose of protecting LESSOR's interest in the Property. LESSEE shall possess no right of mortgaging, encumbering, collateralizing or otherwise placing any lien interest whatsoever upon the Property.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. LESSEE shall be responsible for all costs of recording and transfer tax, if any, following recording.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if

LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any

governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

31. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this

Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, and except as provided in Paragraph 13 herein, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

37. LESSEE SUBORDINATION. LESSOR constitutes a duly organized and operating municipal corporation under the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. Section 5601, et seq. From time to time, LESSOR may obtain financing for its water treatment facility through either a private lender or public financing agency such as the Pennsylvania Infrastructure Investment Authority, Commonwealth Financing Authority, United States Department of Agriculture, Rural Utilities Service, or other governmental financing agencies. LESSEE hereby acknowledges and affirms that said lending institutions and governmental agencies require a first lien position upon the real estate owned by LESSOR. LESSEE agrees to cooperate and to execute any documentation reasonably necessary for the purpose of subordinating its interest with respect to LESSOR's ownership of the Property for the purpose of allowing LESSOR to obtain financing from said lending institutions and governmental agencies.

38. REMOVAL BOND. LESSEE shall provide LESSOR with a removal bond which shall be satisfactory to LESSOR, in its reasonable discretion, in the face amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the purpose of assuring LESSEE's removal of its equipment and improvements from the Tower and the restoration of the Premises as provided in Paragraph 15 herein.

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

WITNESS:

Albert Berady
SECRETARY

LESSOR:

Municipal Authority of the Borough of Shenandoah

By: Michael J. Hitebaugh
Name: Michael J. Hitebaugh
Title: Chairman

Date: 12/17/13

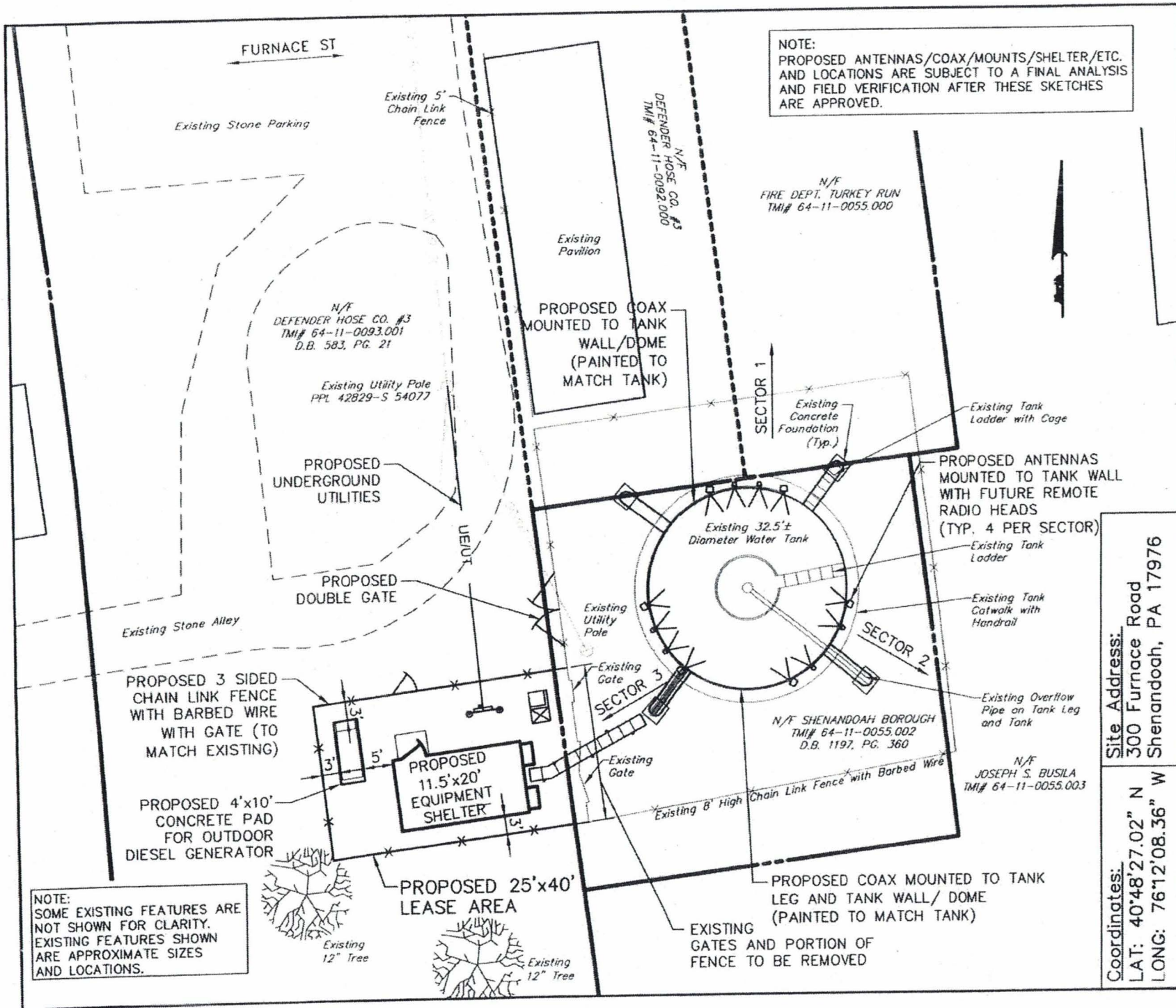
WITNESS:

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
David R. Heverling
Area Vice President - Network

Date: _____



NOTE:
 PROPOSED ANTENNAS/COAX/MOUNTS/SHELTER/ETC.
 AND LOCATIONS ARE SUBJECT TO A FINAL ANALYSIS
 AND FIELD VERIFICATION AFTER THESE SKETCHES
 ARE APPROVED.

NOTE:
 SOME EXISTING FEATURES ARE
 NOT SHOWN FOR CLARITY.
 EXISTING FEATURES SHOWN
 ARE APPROXIMATE SIZES
 AND LOCATIONS.

DRAWN BY: ELN
 DATE: 05/14/13
 SCALE: 1" = 20'
 DWG. NO. 041802191

RETTEW
 RETTEW Associates, Inc.
 111 Washington, PA 17068
 Phone (717) 867-2601 Fax (717) 867-2625

Coordinates:
 LAT: 40°48'27.02" N
 LONG: 76°12'08.36" W

Site Address:
 300 Furnace Road
 Shenandoah, PA 17976

LEASE EXHIBIT A - SHEET 1 OF 3
 SITE PLAN
SHENANDOAH
 Shenandoah Borough Schuylkill County, PA

PROPOSED ANTENNAS MOUNTED TO TANK WALL WITH FUTURE REMOTE RADIO HEADS (TYP. 4 PER SECTOR)

Existing Tank Vent
Existing Safety Railing

Highest Point on Structure

165.50'± A.G.L.
1546.50'± AMSL

Top Of Tank
162.00'± A.G.L.
1543.00'± AMSL

PROPOSED (12) ANTENNAS (C)

154'± A.G.L.
1535.0'± AMSL

Existing Tank Catwalk With Handrail

Existing 32.5'± Diameter Water Tank

Top Of Catwalk Handrail
142.25'± A.G.L.
1523.25'± AMSL

PROPOSED COAX MOUNTED TO TANK WALL/DOME (PAINTED TO MATCH TANK)

NOTE:
PROPOSED ANTENNAS/COAX/MOUNTS/SHELTER/ETC. AND LOCATIONS ARE SUBJECT TO A FINAL ANALYSIS AND FIELD VERIFICATION AFTER THESE SKETCHES ARE APPROVED.

PROPOSED COAX MOUNTED TO TANK LEG (PAINTED TO MATCH TANK)

Existing Tank Ladder with Cage (on Northeast Leg)

PROPOSED COAX ICE BRIDGE

PROPOSED OUTDOOR DIESEL GENERATOR

PROPOSED 3 SIDED CHAIN LINK FENCE WITH BARBED WIRE (TO MATCH EXISTING)

PROPOSED EQUIPMENT SHELTER

NOTE:
SOME EXISTING FEATURES ARE NOT SHOWN FOR CLARITY. EXISTING FEATURES SHOWN ARE APPROXIMATE SIZES AND LOCATIONS.

Existing 8' High Chain Link Fence With Barbed Wire

Finished Grade
0'-0"±
1381.0' AMSL

Coordinates:

LAT: 40°48'27.02" N
LONG: 76°12'08.36" W

Site Address:

300 Furnace Road
Shenandoah, PA 17976

LEASE EXHIBIT A - SHEET 2 OF 3
SITE/TANK ELEVATION

SHENANDOAH

Shenandoah Borough

Schuylkill County, PA

RETTEW

RETTEW Associates, Inc.
5031 Richard Lane, Suite 111, Mechanicsburg, PA 17055
Phone (717) 897-3551 Fax (717) 897-9853

DRAWN BY: ELN

DATE: 06/11/13

SCALE: 1"=20'

DWG. NO. 041802191

MECHANICAL/ELECTRICAL NOTES:

1. PROPOSED ELECTRICAL SERVICE IS TO BE OBTAINED FROM THE EXISTING PPL TRANSFORMER POLE # 42829-S 54077 VIA A PROPOSED 4" UNDERGROUND CONDUIT TO THE SHELTER'S ELECTRICAL AND TELCO BACKBOARD. PROPOSED ELECTRIC METER WILL BE INSTALLED ON THIS NEW 200A, 120/240V, SINGLE PHASE ELECTRICAL SERVICE. THIS SERVICE WILL THEN BE EXTENDED TO THE SHELTER'S 200A ILC PANEL.
2. A PROPOSED STAND-ALONE DIESEL GENERATOR IS TO BE INSTALLED WITHIN THE SHELTER COMPOUND AND CONNECTED TO THE ILC PANEL. THE ILC PANEL WILL BE EQUIPPED WITH AN AUTOMATIC TRANSFER SWITCH.
3. PROPOSED TELEPHONE/FIBER OPTIC SERVICE WILL BE OBTAINED FROM THE EXISTING PPL/VERIZON POLE # 42829-S 54077 VIA A PROPOSED 4" UNDERGROUND CONDUIT TO THE MESA CABINET AND SHELTER.
4. A PROPOSED 30A CIRCUIT BREAKER AND WIRING WILL BE ADDED TO THE ILC PANEL AND RUN TO THE MESA CABINET LOCATED ADJACENT TO THE SHELTER VIA A PROPOSED 1" CONDUIT.
5. PROPOSED ANTENNA GROUND TO RUN WITH THE COAX CABLES ON TOP OF THE TANK AND CONNECTED TO THE EXISTING WATER TANK GROUND RING. THIS GROUNDING SYSTEM IS UTILIZED FOR GROUNDING OF THE ANTENNA SYSTEM (LIGHTNING PROTECTION SYSTEM).

Coordinates:

LAT: 40°48'27.02" N
LONG: 76°12'08.36" W

Site Address:

300 Furnace Road
Shenandoah, PA 17976

LEASE EXHIBIT A - SHEET 3 OF 3
ELECTRICAL/MECHANICAL NOTES

SHENANDOAH

Shenandoah Borough

Schuylkill County, PA

BETTEW

BETTEW Associates, Inc.
5031 Richard Lane, Suite 111, Mechanicsburg, PA 17068
Phone (717) 687-3001 • Fax (717) 687-0883

DRAWN BY: ELN

DATE: 05/14/13

SCALE: NO SCALE

DWG. NO. 041802191

PROPOSED ANTENNAS MOUNTED TO TANK WALL WITH FUTURE REMOTE RADIO HEADS (TYP. 4 PER SECTOR)

Existing Tank Vent
Existing Safety Railing

Highest Point on Structure
165.50'± A.G.L.
1546.50'± AMSL
Top Of Tank
162.00'± A.G.L.
1543.00'± AMSL

Existing Tank Catwalk With Handrail

Existing 32.5'± Diameter Water Tank

PROPOSED (12) ANTENNAS (C)
154'± A.G.L.
1535.0'± AMSL

Top Of Catwalk Handrail
142.25'± A.G.L.
1523.25'± AMSL

PROPOSED COAX MOUNTED TO TANK WALL/DOME (PAINTED TO MATCH TANK)

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PROPOSED EQUIPMENT SHELTER

NOTE:
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Finished Grade
0'-0"±
1381.0' AMSL

Coordinates:
LAT: 40°48'27.02" N
LONG: 76°12'08.36" W

Site Address:
300 Furnace Road
Shenandoah, PA 17976

LEASE EXHIBIT B - SHEET 1 OF 1
SITE/TANK ELEVATION
SHENANDOAH

RETTEW

RETTEW Associates, Inc.
5031 Richard Lane, Suite 111, Mechanicsburg, PA 17055
Phone (717) 897-3551 · Fax (717) 897-8953

DRAWN BY: ELN
DATE: 12/13/13
SCALE: 1"=20'
DWG. NO. 041802191

Shenandoah Borough

Schuylkill County, PA

MABS

From: "Burke & Burke" <burke.burke@verizon.net>
To: "MABS" <mlj@mabswater.com>
Cc: "Michael Whitecavage" <whitecav@verizon.net>; "Rooney, Brian" <brooney@pabmc.net>; "McCoach, M. Christopher" <cmccoach@benesch.com>; "Donna Kulpowicz" <dmfwk@shenhgts.net>; "Gary Walsh" <gar24@shenhgts.net>; "Al Bernosky" <abernosky@yahoo.com>
Sent: Wednesday, December 18, 2013 2:22 PM
Attach: Verizon.lease.12-18.pdf
Subject: Verizon Wireless Tower Lease

Mary Lou:

Chairman, Mike Whitecavage, and Secretary, Al Bernosky, appeared at this office, and executed the above referenced agreement.

As discussed on many prior occasions, no agreement is without risk, and MABS did not receive everything requested in the negotiation process.

Naturally, some exposure does exist as to potential disagreements, Verizon's nonpayment of any real estate tax imposed, and the like.

Furthermore, I did want to clarify certain issues regarding potential liability with the Federal Communications Commission ("FCC"). I attempted shifting all liability onto Verizon with regard to FCC compliance. Unfortunately, MABS did not receive every request but received the majority of requests. In particular, FCC liability could rest in two potential areas as follows:

1. Change of configuration or height of MABS water tower.
2. Change of lighting requirements for the water tower by the Commonwealth of Pennsylvania.

In essence, should the height or configuration of the tower change, or the Commonwealth impose new regulations regarding lighting, MABS could incur the financial responsible of complying with FCC regulations.

In speaking with the Authority Engineer, I received assurances that the above two contingencies are highly unlikely, if not nonexistent. Chris McCoach will receive a carbon copy of this correspondence, and may correct me for any incorrect assertions.

In any event, I believe that the agreement has been thoroughly reviewed by myself, yourself, Board members, and the Authority Engineer.

I will forward the agreement in the mail first thing on Monday, December 23, 2013.

Should any Board member believe he or she needs the opportunity to review the final agreement, I attach said document hereto. This matter has been pending for some time, and the earlier drafts resemble, for the most part, the final draft.

Should you have any questions, please telephone.

William L. J. Burke, Esquire
 Burke & Burke
 P.O. Box 248