

**RESOLUTION NO. 30-2020**  
**AUTHORIZING FIRST AMENDMENT TO THE TEMPORARY CELL  
TOWER LEASE AGREEMENT WITH T-MOBILE NORTHEAST LLC**

Councilmember Leckstein offered the following resolution and moved its adoption; seconded by Councilmember Keeler:

**WHEREAS**, the Borough of Sea Bright (Lessor) is the owner of property located at the corner of Wayne Street and East Center Street, Block 20, Lot 7, located in the Borough of Sea Bright, County of Monmouth, State of New Jersey; and

**WHEREAS**, The Lessor and T-Mobile Northeast LLC, a Delaware limited liability company (Lessee), entered into a Temporary Tower Agreement for use of the aforesaid property a for co-location on an existing telecommunications tower dated May 31, 2018 in the amount of \$45,000.00/year; and

**WHEREAS**, the term of the Temporary Agreement expired on May 14, 2019 and the Borough is desirous to amend and restate the Temporary Agreement as set forth below:

- 1. Term.** The Lessor and Lessee agree to extend the term of the temporary agreement for a period of twelve (12) months ("Extension Term") commencing May 15, 2019 ("Extension Commencement Date"). The Extension Term shall terminate on the earlier of the date of either the completion of construction of permanent tower and full operation of the Lessee's facilities on the permanent tower or the termination date of May 14, 2020 ("Termination Date"). Any rent for any fractional month from the termination date shall be appropriately prorated.
- 2. Rent.** Effective on the Extension Commencement Date (May 15, 2019), the monthly rent shall increase by \$112.50 (from \$3,750.00 to \$3,862.50).
- 3. Terms; Conflicts.** The terms and conditions of the license are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given the License. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this First Amendment, the terms and conditions of this First Amendment will govern and control.
- 4. Approvals.** Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.
- 5. Authorization.** The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the Mayor and Borough Clerk to execute the attached First Amendment to the Temporary Tower Lease Agreement (attached hereto) between the Borough of Sea Bright (Lessor) and T-Mobile Northeast LLC, a Delaware limited liability company (Lessee) with the addition of the aforementioned terms.

**BE IT FURTHER RESOLVED** that a copy of this resolution, certified to be a true copy, be forwarded to the following:

1. Finance Manager
2. Borough Attorney
3. FSD Enterprises, LLC
4. T-Mobile Northeast, LLC

Roll Call:	Birdsall,	Catalano,	Keeler,	Leckstein,	Rooney,	Schwartz
	Yes	Yes	Yes	Yes	Yes	Absent

January 4, 2020

**CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on January 4, 2020.

  
**Christine Pfeiffer, Borough Clerk**