

TOWN OF WEST SENECA



SHEILA M. MEEGAN
TOWN SUPERVISOR

TO: Town Board
FROM: Sheila Meegan, Town Supervisor
DATE: January 8, 2014
RE: Tower Lease with Blue Wirelessco, LLC

For your consideration is a five year lease with Blue Wirelessco, LLC for installation of an antenna on the Town's tower behind Town Hall, 1250 Union Road, West Seneca, N.Y. as well as an 8' by 10' ground area adjacent to the Tower.

If approved, kindly authorize the Supervisor to sign the agreement.

COMMUNICATION FACILITY LEASE

THIS COMMUNICATION FACILITY LEASE (“Lease”) is made as of this ____ day of _____, 2013 (“Effective Date”), by and between the Town of West Seneca, having offices at 1250 Union Road, West Seneca, NY 14224, as Lessor (“Lessor”), and Blue Wirelesco, LLC a Maryland LLC having offices at 4915 Auburn Avenue, Suite 200, Bethesda, Maryland 20814, as Lessee (“Lessee”).

_____ For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PREMISES.** Lessor is the owner of that certain real property located at 1250 Union Road in the Town of West Seneca, County of Erie and State of NY, (“Property”). Lessor hereby leases to Lessee antenna mounting space at the 170’ level on the tower located on the Property, as well as an 8’ x 10’ ground area within the tower compound (“Premises”). The Premises are more particularly described on Exhibit A attached hereto and incorporated herein by reference. Lessor by execution of this lease indicates approval of the design plans for the Premises.

2. **USE.** Lessee shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating a communications facility including an antenna structure system and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto. (“Communications Equipment”). In connection therewith, Lessee has the right to conduct all work necessary to prepare, maintain, and alter the Premises for Lessee’s business operations. All of Lessee’s construction and installation work shall be performed at Lessee’s sole expense and in a good and workmanlike manner. All of Lessee’s Communications Equipment remains Lessee’s sole property and are not fixtures. Lessee shall remove all of the Communications Equipment at its sole expense on or before the expiration or termination of the Lease. Lessor agrees to cooperate with Lessee, at Lessee’s sole expense, in obtaining any required permits or governmental approvals.

3. **TERM OF LEASE.** The initial term of this Lease shall be sixty (60) calendar months (“Term”) commencing upon completion of Lessee’s installation of its equipment (“Commencement Date”) and expiring on the date which is sixty (60) calendar months thereafter. Lessee shall have the right to extend the Term for four (4) successive sixty (60) month terms (“Renewal Terms”). This Lease shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew at least one hundred and twenty (120) days prior to commencement of the succeeding Renewal Term.

4. **RENT AND COSTS.** Lessee shall pay Lessor, as full rental for the initial Term (“Rent”), Fifty Thousand dollars (\$50,000.00, payable in monthly installments of One Thousand dollars (\$833.33).

Rent shall be paid within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent rental payments shall be payable within thirty (30) days of the Commencement of the following Term. The Rent shall be increased annually by an amount equal to three percent (3%) of the highest Rent in effect for the previous Calendar Year. All payments due under this Agreement shall be sent to Lessor’s address indicated in the notice paragraph below.

5. **ACCESS.** Lessee shall have the right any time after full execution of this Lease to enter the Property seven (7) days a week, twenty-four (24) hours a day for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, or other reasonably necessary tests and construction and maintenance of the Communications Equipment in conjunction with the uses described above.

6. **WARRANTY OF TITLE AND QUIET ENJOYMENT.** Lessor warrants that: (a) that Lessor is the owner in fee or holds a leasehold estate in the Property and Premises, and has rights of access thereto, and the land is free and clear of all liens, encumbrances and restrictions, including environmental; (b) that Lessor has the right to enter into this Lease of the Premises and that the person signing this Lease has the authority to execute it on behalf of Lessor; (c) that Lessee shall have access to and quiet enjoyment of the Property and Premises at all times throughout the initial Term of this Lease and any Renewal Term, so long as Lessee is not in default beyond the expiration of any applicable cure period; and (d) that Lessor will not have unsupervised access to Lessee’s communications facility in the Premises. In the event that there is a mortgage or encumbrance on the property, Lessor will obtain a Subordination, Non-Disturbance, and Attornment Agreement (“SNDA”) in a form acceptable to Lessee from the party with such an interest so that this Lease will run with the land. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee’s leasehold interest.

7. **INSURANCE.**

(a) Lessee at its own cost shall obtain and maintain at all times during the term of this Lease Commercial General Liability insurance, including contractual liability, protecting Lessee, its employees and agents, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate. Such insurance policy shall name the Lessor as an additional insured and shall inure against liability of Lessee, its employees and agents arising out of and in connection with the presence of Communications Equipment at the Premises. Such coverage shall not be canceled or materially altered to reduce the policy limits until the Lessor has received at least thirty (30) days’ advance written notice of such cancellation or change. Lessee shall be responsible for notifying the Lessor of such change or cancellation. Such insurance policy shall contain a Severability of interest clause.

(b) Lessor and Lessee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Premises or to Lessee's Communications Equipment thereon caused by, or that result from, risks insured against any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with damage covered by any policy.

8. INDEMNITY.

(a) Lessee shall indemnify, protect, defend, and hold Lessor, its employees, agents, contractors, successors or assigns harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to any acts or omissions of Lessee, its employees, agents, contractors, successors or assigns except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the gross negligence or willful misconduct of Lessor, its employees, agents, contractors, successors or assigns.

(b) Lessor shall indemnify, protect, defend, and hold Lessee, its employees, agents, contractors, successors or assigns harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to any acts or omissions of Lessor, its employees, agents, contractors, successors or assigns except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the gross negligence or willful misconduct of Lessee, its employees, agents, contractors, successors or assigns.

9. DESTRUCTION OR CONDEMNATION. If the Premises or Communications Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Lease, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

10. HAZARDOUS SUBSTANCES. Lessee agrees that it will not use, generate, store, or dispose of any Hazardous Materials on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants, and agrees (a) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (b) that Lessor will not and will not permit any third party to use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents and employees against any

and all losses, liabilities, claims and/or costs, including reasonable attorney's fees and costs, arising from any breach of any representation, warranty, or agreement contained in this paragraph. As used in this paragraph, "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. This paragraph shall survive the termination of the Lease.

11. **NON-INTERFERENCE.** The Communications Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Lessor or its tenants existing as of the Commencement Date, except as may be permitted by applicable laws. Subsequent to the installation by Lessee of the Communications Equipment, Lessor agrees not to install or allow installation of new equipment on the Premises if such equipment causes interference with Lessee's operations. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC.

12. **UTILITIES.** Lessee, at its sole expense, may bring any utilities and services required for the Communications Equipment to the Equipment location within the premises. Lessor shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services including granting of multiple points of entry or easement(s) as described in Paragraph I. Cost of electricity is paid by Lessee.

13. **ASSIGNMENT AND SUBLETTING.** Lessee may assign this Lease, sublet or license the Premises or any portion of the Premises to an entity upon written consent of Lessor, subject to assignee assuming all of Lessee's obligations hereunder. Such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Lease. Lessor may assign this Lease upon written notice to Lessee, subject to assignee assuming all of Lessor's obligations herein. This Lease shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs, and assigns. Notwithstanding anything to the contrary contained in this Lease, Lessee may mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee has obligations for borrowed funds, letters of credit, or in respect to guarantees thereof.

14. **IMPROVEMENTS; REMOVAL OF COMMUNICATIONS EQUIPMENT.** Lessee may, at its sole expense, make such improvements to the Premises as it deems necessary for the operation of its communication facility. The Communications Equipment is and shall remain the property of Lessee, and upon the expiration or earlier termination of this Lease Lessee shall, at Lessee's sole cost and expense, remove the Communications Equipment and restore the Premises to its original condition on the Commencement Date, normal wear and tear excepted.

required by Lessor or a title company to evidence the termination of Lessee's rights in the Premises.

19. **SEVERABILITY.** If any one or more of the provisions of this Lease shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Lease and shall in no way affect the validity of the remaining provisions of this Lease. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. **LEGAL FEES.** If any party commences legal proceedings for any relief against the other party arising out of or to interpret this Lease, the losing party shall pay the prevailing party's legal costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs as determined by the arbitrator. As used herein, "legal proceedings" includes any arbitration proceedings to which the parties may submit.

22. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the Exhibits attached hereto and any Riders or Addenda executed herewith, constitutes the entire understanding and agreement of the parties with respect to its subject matter; and there are no representations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this Lease must be in writing and executed and delivered by both parties.

Buffalo – West Seneca Town Hall

LESSOR:

Town of West Seneca

By: _____

Dated: _____

LESSEE:

Blue Wirelessco

By: _____

| Dated: _____

Exhibit A

(See Attached Lease Exhibit)

COMMUNICATION FACILITY LEASE

THIS COMMUNICATION FACILITY LEASE (“Lease”) is made as of this ____ day of _____, 2013 (“Effective Date”), by and between the Town of West Seneca, having offices at 1250 Union Road, West Seneca, NY 14224, as Lessor (“Lessor”), and Blue Wirelesco, LLC a Maryland LLC having offices at 4915 Auburn Avenue, Suite 200, Bethesda, Maryland 20814, as Lessee (“Lessee”).

_____ For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PREMISES.** Lessor is the owner of that certain real property located at 1750 East & West Road in the Town of West Seneca, County of Erie and State of NY, (“Property”). Lessor hereby leases to Lessee antenna mounting space on top of the water tank located on the Property, as well as a 10’ x 10’ ground area within the tower compound (“Premises”). The Premises are more particularly described on Exhibit A attached hereto and incorporated herein by reference. Lessor by execution of this lease indicates approval of the design plans for the Premises.

2. **USE.** Lessee shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating a communications facility including an antenna structure system and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto. (“Communications Equipment”). In connection therewith, Lessee has the right to conduct all work necessary to prepare, maintain, and alter the Premises for Lessee’s business operations. All of Lessee’s construction and installation work shall be performed at Lessee’s sole expense and in a good and workmanlike manner. All of Lessee’s Communications Equipment remains Lessee’s sole property and are not fixtures. Lessee shall remove all of the Communications Equipment at its sole expense on or before the expiration or termination of the Lease. Lessor agrees to cooperate with Lessee, at Lessee’s sole expense, in obtaining any required permits or governmental approvals.

3. **TERM OF LEASE.** The initial term of this Lease shall be sixty (60) calendar months (“Term”) commencing upon completion of Lessee’s installation of its equipment (“Commencement Date”) and expiring on the date which is sixty (60) calendar months thereafter. Lessee shall have the right to extend the Term for four (4) successive sixty (60) month terms (“Renewal Terms”). This Lease shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew at least one hundred and twenty (120) days prior to commencement of the succeeding Renewal Term.

4. **RENT AND COSTS.** Lessee shall pay Lessor, as full rental for the initial Term (“Rent”), Fifty Thousand dollars (\$50,000.00, payable in monthly installments of One Thousand dollars (\$833.33).

Rent shall be paid within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent rental payments shall be payable within thirty (30) days of the Commencement of the following Term. The Rent shall be increased annually by an amount equal to three percent (3%) of the highest Rent in effect for the previous Calendar Year. All payments due under this Agreement shall be sent to Lessor’s address indicated in the notice paragraph below.

5. **ACCESS.** Lessee shall have the right any time after full execution of this Lease to enter the Property seven (7) days a week, twenty-four (24) hours a day for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, or other reasonably necessary tests and construction and maintenance of the Communications Equipment in conjunction with the uses described above.

6. **WARRANTY OF TITLE AND QUIET ENJOYMENT.** Lessor warrants that: (a) that Lessor is the owner in fee or holds a leasehold estate in the Property and Premises, and has rights of access thereto, and the land is free and clear of all liens, encumbrances and restrictions, including environmental; (b) that Lessor has the right to enter into this Lease of the Premises and that the person signing this Lease has the authority to execute it on behalf of Lessor; (c) that Lessee shall have access to and quiet enjoyment of the Property and Premises at all times throughout the initial Term of this Lease and any Renewal Term, so long as Lessee is not in default beyond the expiration of any applicable cure period; and (d) that Lessor will not have unsupervised access to Lessee’s communications facility in the Premises. In the event that there is a mortgage or encumbrance on the property, Lessor will obtain a Subordination, Non-Disturbance, and Attornment Agreement (“SNDA”) in a form acceptable to Lessee from the party with such an interest so that this Lease will run with the land. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee’s leasehold interest.

7. **INSURANCE.**

(a) Lessee at its own cost shall obtain and maintain at all times during the term of this Lease Commercial General Liability insurance, including contractual liability, protecting Lessee, its employees and agents, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate. Such insurance policy shall name the Lessor as an additional insured and shall inure against liability of Lessee, its employees and agents arising out of and in connection with the presence of Communications Equipment at the Premises. Such coverage shall not be canceled or materially altered to reduce the policy limits until the Lessor has received at least thirty (30) days’ advance written notice of such cancellation or change. Lessee shall be responsible for notifying the Lessor of such change or cancellation. Such insurance policy shall contain a Severability of interest clause.

(b) Lessor and Lessee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Premises or to Lessee's Communications Equipment thereon caused by, or that result from, risks insured against any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with damage covered by any policy.

8. INDEMNITY.

(a) Lessee shall indemnify, protect, defend, and hold Lessor, its employees, agents, contractors, successors or assigns harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to any acts or omissions of Lessee, its employees, agents, contractors, successors or assigns except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the gross negligence or willful misconduct of Lessor, its employees, agents, contractors, successors or assigns.

(b) Lessor shall indemnify, protect, defend, and hold Lessee, its employees, agents, contractors, successors or assigns harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to any acts or omissions of Lessor, its employees, agents, contractors, successors or assigns except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the gross negligence or willful misconduct of Lessee, its employees, agents, contractors, successors or assigns.

9. DESTRUCTION OR CONDEMNATION. If the Premises or Communications Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Lease, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

10. HAZARDOUS SUBSTANCES. Lessee agrees that it will not use, generate, store, or dispose of any Hazardous Materials on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants, and agrees (a) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (b) that Lessor will not and will not permit any third party to use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents and employees against any

and all losses, liabilities, claims and/or costs, including reasonable attorney's fees and costs, arising from any breach of any representation, warranty, or agreement contained in this paragraph. As used in this paragraph, "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. This paragraph shall survive the termination of the Lease.

11. **NON-INTERFERENCE.** The Communications Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Lessor or its tenants existing as of the Commencement Date, except as may be permitted by applicable laws. Subsequent to the installation by Lessee of the Communications Equipment, Lessor agrees not to install or allow installation of new equipment on the Premises if such equipment causes interference with Lessee's operations. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC.

12. **UTILITIES.** Lessee, at its sole expense, may bring any utilities and services required for the Communications Equipment to the Equipment location within the premises. Lessor shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services including granting of multiple points of entry or easement(s) as described in Paragraph I. Cost of electricity is paid by Lessee.

13. **ASSIGNMENT AND SUBLETTING.** Lessee may assign this Lease, sublet or license the Premises or any portion of the Premises to an entity upon written consent of Lessor, subject to assignee assuming all of Lessee's obligations hereunder. Such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Lease. Lessor may assign this Lease upon written notice to Lessee, subject to assignee assuming all of Lessor's obligations herein. This Lease shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs, and assigns. Notwithstanding anything to the contrary contained in this Lease, Lessee may mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee has obligations for borrowed funds, letters of credit, or in respect to guarantees thereof.

14. **IMPROVEMENTS; REMOVAL OF COMMUNICATIONS EQUIPMENT.** Lessee may, at its sole expense, make such improvements to the Premises as it deems necessary for the operation of its communication facility. The Communications Equipment is and shall remain the property of Lessee, and upon the expiration or earlier termination of this Lease Lessee shall, at Lessee's sole cost and expense, remove the Communications Equipment and restore the Premises to its original condition on the Commencement Date, normal wear and tear excepted.

required by Lessor or a title company to evidence the termination of Lessee's rights in the Premises.

19. **SEVERABILITY.** If any one or more of the provisions of this Lease shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Lease and shall in no way affect the validity of the remaining provisions of this Lease. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. **LEGAL FEES.** If any party commences legal proceedings for any relief against the other party arising out of or to interpret this Lease, the losing party shall pay the prevailing party's legal costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs as determined by the arbitrator. As used herein, "legal proceedings" includes any arbitration proceedings to which the parties may submit.

22. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the Exhibits attached hereto and any Riders or Addenda executed herewith, constitutes the entire understanding and agreement of the parties with respect to its subject matter; and there are no representations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this Lease must be in writing and executed and delivered by both parties.

Buffalo – West Seneca Water Tank

LESSOR:

Town of West Seneca

By: _____

Dated: _____

LESSEE:

Blue Wirelessco

By: _____

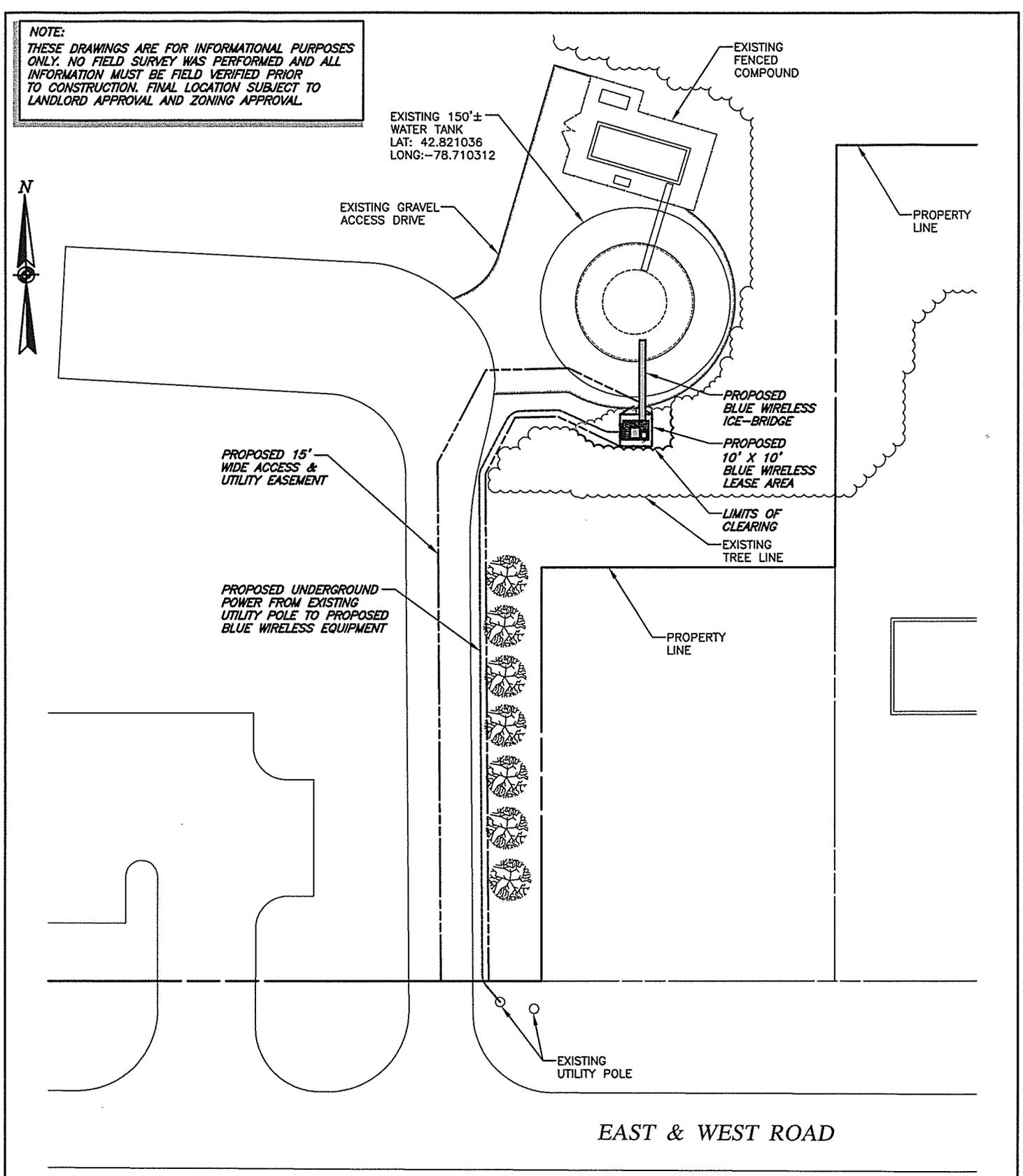
| Dated: _____

Buffalo – West Seneca Water Tank

Exhibit A

(See Attached Lease Exhibit)

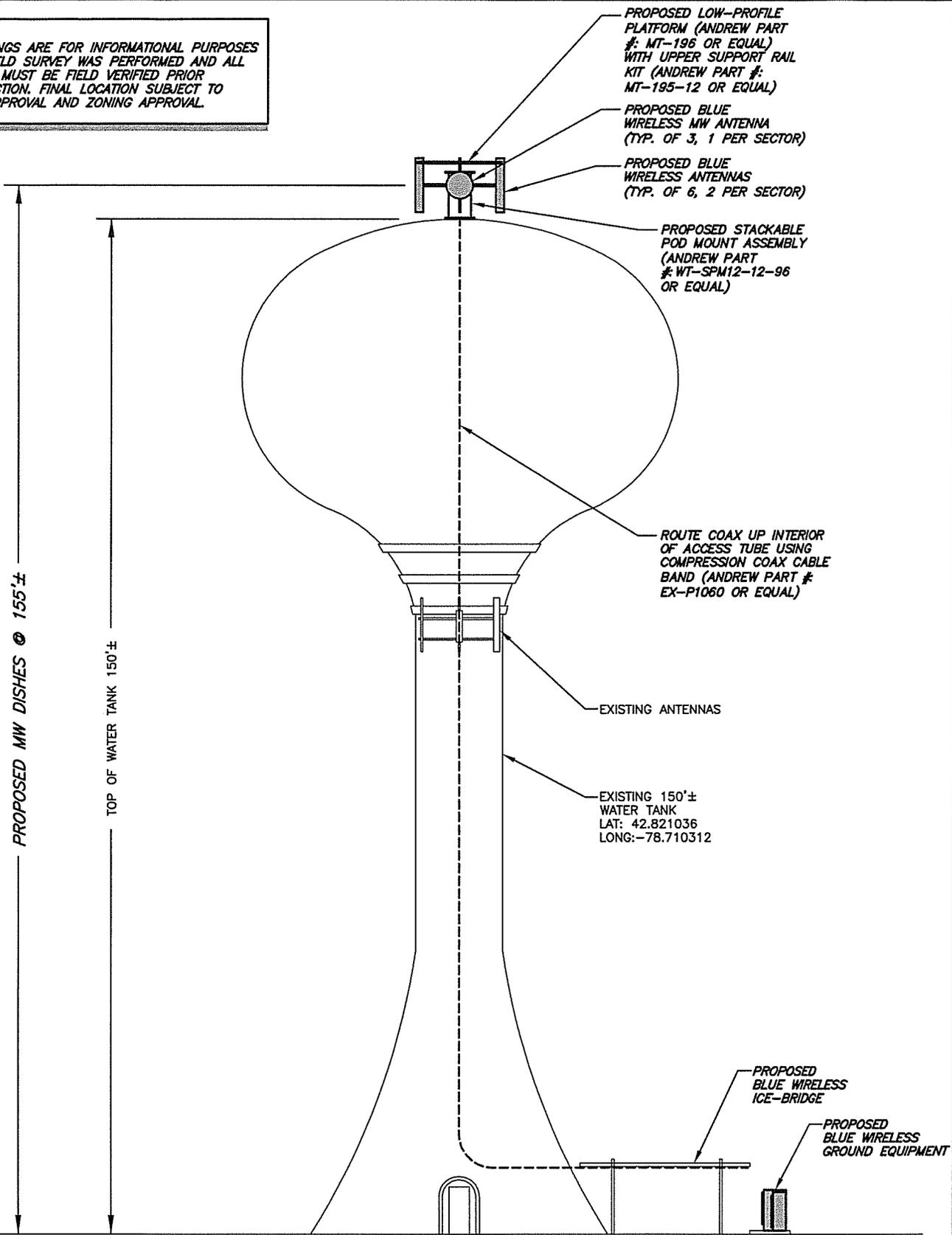
NOTE:
 THESE DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY. NO FIELD SURVEY WAS PERFORMED AND ALL INFORMATION MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION. FINAL LOCATION SUBJECT TO LANDLORD APPROVAL AND ZONING APPROVAL.



SITE PLAN
 SCALE: 1"=40'

 <p>Blue Wireless PO Box 186 Williamsville, NY 14231</p>	 <p>CCG CARPENTER CONSULTING GROUP DEVELOPMENT DESIGN RESIDENTIAL COMMERCIAL WIRELESS ENERGY 17 Industrial Street Rochester, NY 14614 Office: 585-360-2733 Fax: 585-360-2735 www.carpentercg.com</p>	JOB NO: 13-B-170	SITE TYPE: WATER TANK	SITE NAME: WEST SENECA WT
		DATE: 11/5/13	SCALE: AS SHOWN	ADDRESS: 1750 EAST & WEST ROAD WEST SENECA, NY 14224
		DRAWN BY: DRB		

NOTE:
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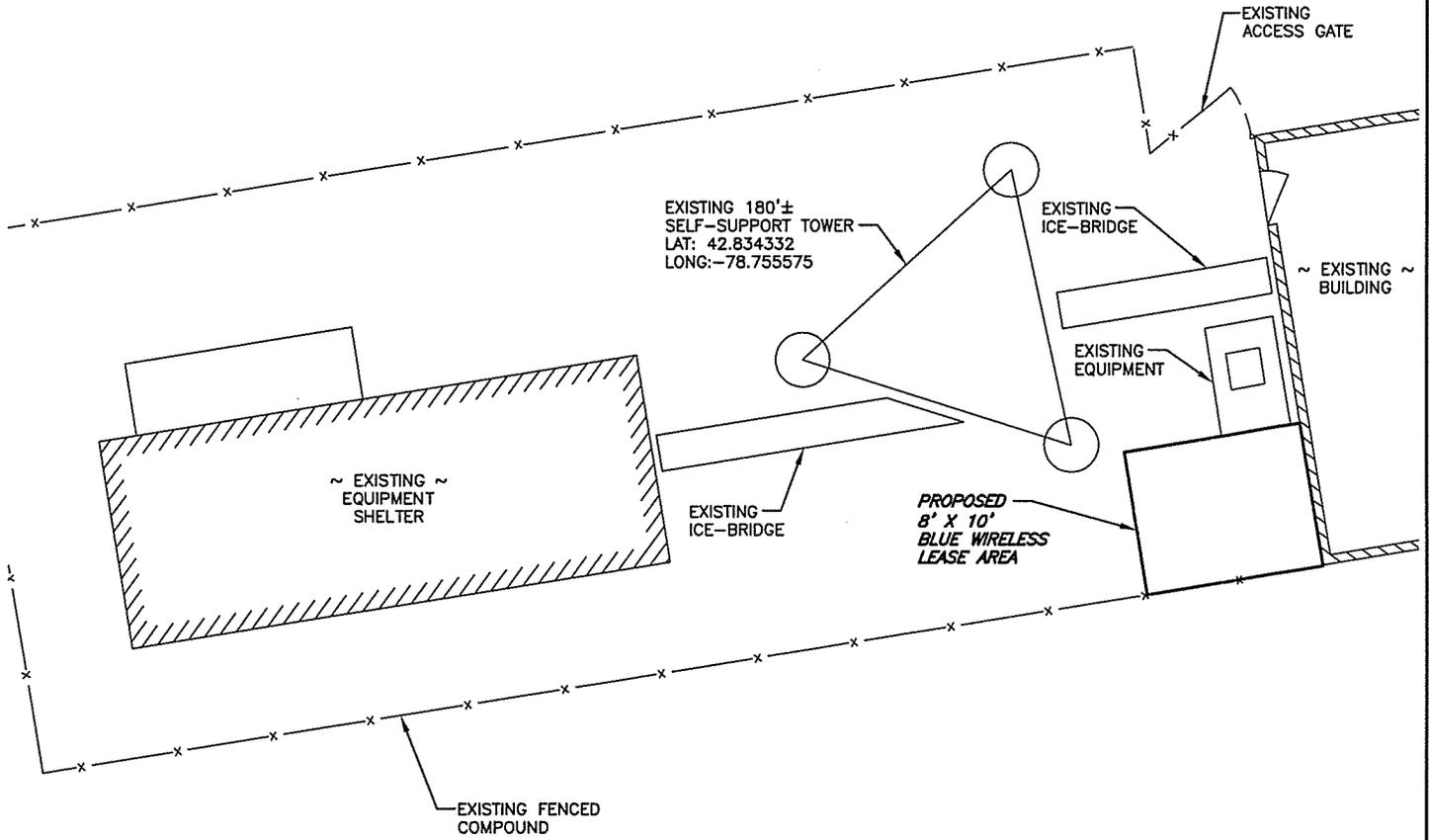
WATER TANK ELEVATION

SCALE: 1"=20'

 <p>Blue Wireless PO Box 186 Williamsville, NY 14231</p>	<p>CCG CARPENTER CONSULTING GROUP DEVELOPMENT DESIGN RESIDENTIAL COMMERCIAL WIRELESS ENERGY 37 Industrial Street Rochester, NY 14614 Office: 585-360-2733 Fax: 585-360-2735 www.carpentersg.com</p>	JOB NO: 13-B-170	SITE TYPE: WATER TANK	SITE NAME: WEST SENECA WT
		DATE: 11/5/13	SCALE: AS SHOWN	ADDRESS: 1750 EAST & WEST ROAD WEST SENECA, NY 14224
		DRAWN BY: DRB		



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SITE PLAN
 SCALE: 1"=10'



Blue Wireless
 PO Box 186
 Williamsville, NY 14231

CCG CARPENTER CONSULTING GROUP
 DEVELOPMENT DESIGN
 RESIDENTIAL | COMMERCIAL | WIRELESS | ENERGY
 17 Industrial Street | Rochester, NY 14614
 Office: 585-360-2733 | Fax: 585-360-2735
www.carpentersg.com

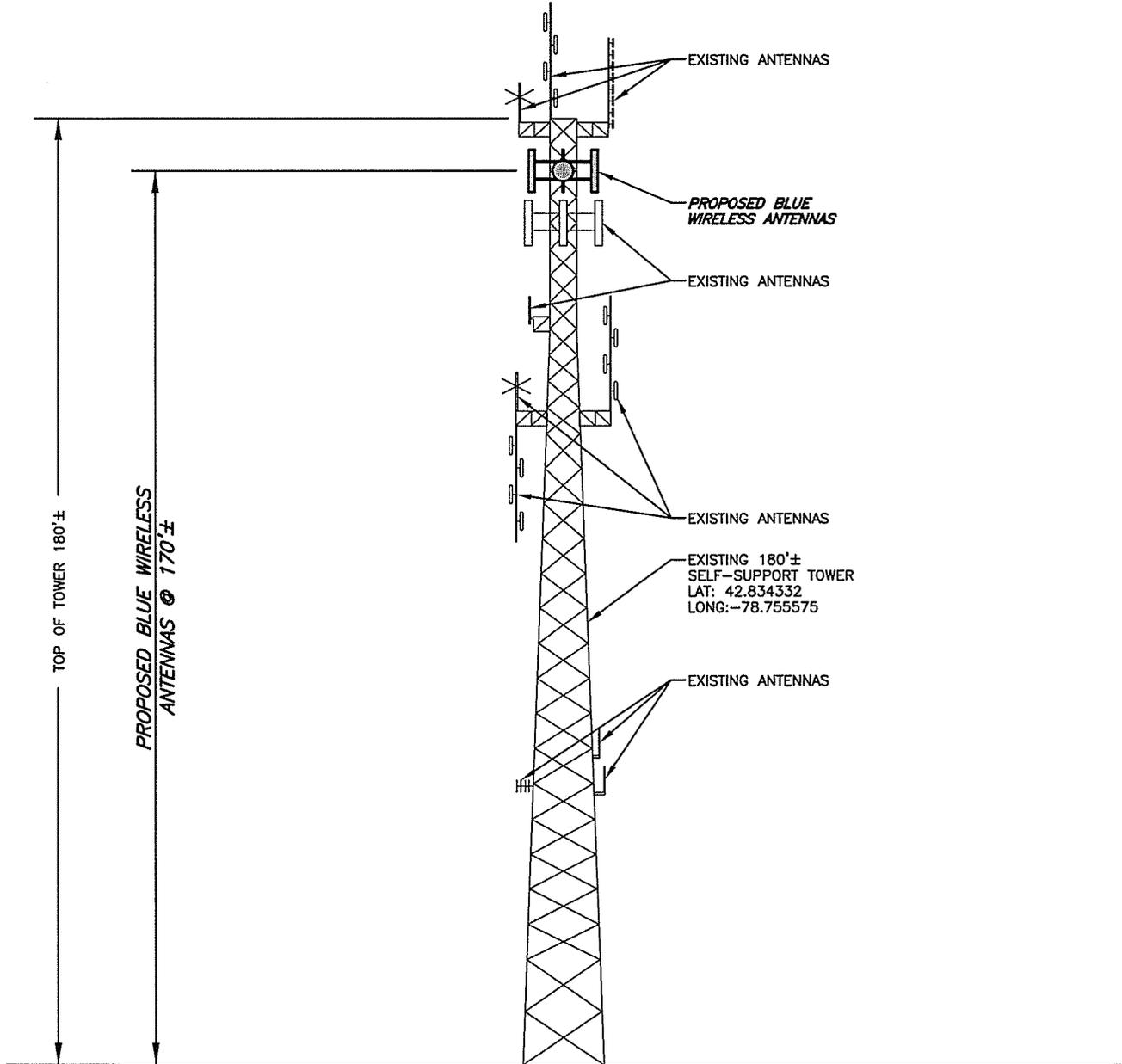
JOB NO:
13-B-171
 DATE:
11/6/13
 DRAWN BY:
DRB

SITE TYPE:
CO-LOCATION
 SCALE:
AS SHOWN

SITE NAME:
WEST SENECA TOWN HALL
 ADDRESS:
1250 UNION ROAD
WEST SENECA, NY 14224

NOTE:

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TOWER ELEVATION

SCALE: 1"=30'



Blue Wireless
PO Box 186
Williamsville, NY 14231

CG CARPENTER CONSULTING GROUP
DEVELOPMENT DESIGN
RESIDENTIAL | COMMERCIAL | WIRELESS | ENERGY
17 Industrial Street | Rochester, NY 14614
Office: 585-360-2733 | Fax: 585-360-2735
www.carpenterscg.com

JOB NO:
13-B-171
DATE:
11/6/13
DRAWN BY:
DRB

SITE TYPE:
CO-LOCATION
SCALE:
AS SHOWN

SITE NAME:
WEST SENECA TOWN HALL
ADDRESS:
1250 UNION ROAD
WEST SENECA, NY 14224