



6. APPLICANT'S OTHER PROFESSIONALS (Architect, Planner, Surveyor, etc.)

Name: John McDonough, P.P.
Address: 101 Gibraltar Drive, Suite 1A

City: Morris Plains State: NJ Zip: 07950
Phone: (973) 222-6011 Fax: ()
Email: jmcdonoughpp@gmail.com

Name: Robert W. Cogan, A.I.A.
Address: 700 E. Main Street, 3rd Floor

City: Norristown State: PA Zip: 19401
Phone: () Fax: ()
Email: rcogan@bartonpartners.com

7. LOCATION OF PROPERTY

Street Address: 80-88 W. Main Street Block(s): 1801
Zone: Affordable Housing Overlay - AHO Zone Lot(s): 5
Type of Road Frontage: County Road (Highway, County Road, Local Road)

8. LAND USE ~ PLEASE PROVIDE A WRITTEN DESCRIPTION OF THE PROPOSED PROJECT:

Existing Land Use: Religious Institution/Educational Facility

Proposed Land Use/DESCRIPTION OF THE PROPOSED PROJECT:

Construction of a 147 unit inclusionary residential townhouse development (including 29 affordable housing units)

and associated site improvements, as further described on the Project Proposal provided herewith.

9. PROPERTY DETAILS

of Existing Lots: 1 # of Proposed Lots: 1

Existing Form of Ownership: ☒ Fee Simple ☐ Rental ☐ Condominium ☐ Cooperative

Existing Deed Restrictions or Easements: ☐ No ☒ Yes (attach copies)

Proposed Deed Restrictions or Easements: ☐ No ☒ Yes (attach copies)- to be provided post approval, if granted.

10. UTILITIES (check all that apply)

Existing:	☒ Public Water	☐ Private Well	☐ Public Sewer	☒ Private Septic System
	☒ Natural Gas	☒ Electric	☐ Propane	
Proposed:	☒ Public Water	☐ Private Well	☒ Public Sewer	☐ Private Septic System
	☒ Natural Gas	☒ Electric	☐ Propane	

11. ZONING SCHEDULE (complete all that apply)

	Required	Existing	Proposed		Required	Existing	Proposed
Minimum Lot Requirements				Maximum Building & Structure Height			
Area				Principle			
Width				Accessory			
Depth				Maximum Lot & Building Coverages			
Principal Buildings & Structures				Lot			
1 Side Yard				Building			
2 Side Yards							
Front Yard							
Rear Yard							
Accessory Building & Structures				*See the zoning table on the Site Plan set provided herewith.			
Side Yard							
Rear Yard							

12. PARKING & LOADING REQUIREMENTS

of Parking Space Required: 350.5 # of Parking Spaces Provided: 426

of Loading Space Required: _____ # of Loading Spaces Provided: _____

13. OTHER APPROVALS REQUIRED

N.J. Dept. of Environmental Protection	☐ No	☒ Yes
N.J. Dept. of Transportation	☒ No	☐ Yes
Morris County Planning Board Burlington	☐ No	☒ Yes
Morris County Soil Conservation District	☐ No	☒ Yes
Borough of Mendham Historic Commission	☒ No	☐ Yes
State of New Jersey Sewer Extension	☐ No	☒ Yes
State of New Jersey Flood Hazard Area	☐ No	☒ Yes - FHA Verification Approval dated June 4, 2025
Development State of New Jersey Wetlands	☐ No	☒ Yes - FWW LOI: Line Verification dated February 19, 2025
Other: _____	☐ No	☐ Yes
Other: _____	☐ No	☐ Yes

14. APPLICATION SUBMISSION MATERIALS (use additional sheets if necessary)

List all plans, reports, photos, etc. See cover letter provide herewith.

15. PREVIOUS OR PENDING APPLICATIONS (use additional sheets if necessary)

List all previous or pending applications for this parcel. If current application is for the Amendment of a previously approved Subdivision or Site Plan, furnish a copy of the previously approved plan and describe the proposed amendments.

19. CONSENT OF OWNER

NOTE: If the property is owned by a corporation or an LLC this "consent of owner" must be signed by a corporate officer or managing member and a resolution must be attached authorizing that corporate officer/managing member to sign on behalf of the entity.

I certify that I am the Owner of the property which is the subject of this application. I hereby consent to the filing of this application and to the approval of the plans submitted therewith. I further consent to the inspection of the property in connection with this application as deemed necessary by the board and its professional staff.

I am aware that the Borough of Mendham will incur costs for professional review fees in the course of hearing and deciding this application. I am aware that the applicant has signed an escrow agreement that requires said applicant to be responsible to pay the Borough of Mendham for the costs incurred. By consenting to the filing of this application I agree that, in the event the applicant fails to pay all of those costs, I will be responsible to pay, and I will pay, any balance of those costs owed by the applicant to the Borough of Mendham. I further understand that if I fail to pay the amount owed the Borough of Mendham may seek and win a judgment against me for the amount owed plus counsel fees and costs and that that judgment may become a lien against my property.

SWORN & SUBSCRIBED before me this

_____ day of _____, 20 26

SIGNATURE (owner)

DATE

NOTARY

PRINT NAME

20. DISCLOSURE STATEMENT

If applicant is a corporation, partnership or LLC please answer the following questions pursuant to N.J.S.A. 40:55D-48.1 & 48.2:

Is this application to subdivide a parcel of land into six (6) or more lots? ☒ No ☐ Yes

Is this application for a variance to construct a multiple dwelling unit of 25 or more units? ☒ No ☐ Yes

Is this application for approval of a site (or sites) for non-residential purposes? ☒ No ☐ Yes

If you responded YES to any of the above questions, Ownership Disclosure Statement must be completed.


SIGNATURE (applicant)

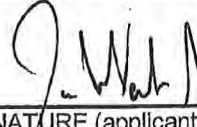
2/24/26
DATE

21. SURVEY WAIVER CERTIFICATION

As of the date of this application, I hereby certify that the survey submitted with this application which is dated 12/2/22, last revised 2/9/26, shows and discloses the premises in its entirety, described as Block 1801 Lot 5; and I further certify that no buildings, fences or other facilities have been constructed, installed or otherwise located on the premises after the date of the survey with the exception of the structures shown.

SWORN & SUBSCRIBED before me this

26th day of February, 20 26


SIGNATURE (applicant/owner)

2/26/26
DATE

NOTARY

James Weichert, Jr., Manager
PRINT NAME

KAREN M. SULLIVAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 14, 2030

16. RELIEF REQUESTED (use additional sheets if necessary)

List arguments for Variances, Waivers of Development Standards and/or Submission Requirements.

See waiver summary provided herewith.

17. EXPERT WITNESSES FOR APPLICANT

Name: <u>Eric L. Keller, P.E., P.P., LEED AP</u>	Type of Testimony: <u>Engineering and Traffic</u>
Name: <u>John McDonough, P.P.</u>	Type of Testimony: <u>Planning</u>
Name: <u>Robert W. Cogan, A.I.A.</u>	Type of Testimony: <u>Architect</u>
Name: _____	Type of Testimony: _____

18. SIGNATURE OF APPLICANT

I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant, or that I am an Officer of the Corporate applicant or a General Partner of the Partnership applicant and am authorized to sign the application for the Corporation or Partnership.

SWORN & SUBSCRIBED before me this

26th day of February, 20 26

NOTARY

SIGNATURE (applicant)

DATE

PRINT NAME

KAREN M. SULLIVAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 14, 2030

OWNERSHIP DISCLOSURE STATEMENT

NAME OF CORPORATION, PARTNERSHIP OR LLC: 80-88 West Main, LLC

Listed below are the names and addresses of all owners of 10% or more of the stock/interest* in the above referenced corporation or partnership:

	NAME	ADDRESS
1	James M. Welchert (sole owner of >10%)	1625 Route 10 E., Morris Plains, NJ 07959
2		
3		
4		
5		
6		
7		
8		
9		
10		

*If a corporation or a partnership owns 10% or more of the stock of a corporation or 10% or greater interest in a partnership, that corporation or partnership shall list the names and addresses of its stockholders holding 10% or more of its stock or 10% or greater interest in the partnership, and this requirement shall be followed until the names and addresses of the non-corporate stockholders and individual partners exceeding the 10% ownership criterion established have been listed.

SWORN & SUBSCRIBED before me this

24th day of February, 20 26

SIGNATURE (applicant)

DATE

NOTARY

PRINT NAME

KAREN M. SULLIVAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 14, 2030

PROJECT PROPOSAL

80-88 West Main, LLC (“Applicant”) is under contract to purchase property designated as Block 1801, Lot 5 on the Borough’s tax map (“Property”) from Saint John Baptist School. The Property consists of approximately 26 acres and has driveway access to West Main Street. The Property is the former site of the Daytop facility and the structures on the Property have been vacant for many years. The Property is situated in the Affordable Housing Overlay Zone (“AHO Zone”) and is included in the Borough’s Housing Element and Fair Share Plan. The Applicant is proposing to demolish the existing structures on the Property and construct an inclusionary residential townhouse development that includes a total of one hundred and forty-seven (147) units, twenty-nine (29) of which will be deed restricted affordable housing units (“Project”). The one hundred and eighteen (118) market rate townhouse units will each consist of three bedrooms. The proposed affordable units will consist of a mix of twenty-three (23) two bedroom and six (6) three bedroom units.

The Project, which will be called The Greens at Mendham Village, is designed to include a series of walkable neighborhoods that share open park-like spaces. The traditional, neo-colonial designs of the townhouses are inspired by local architectural vernacular, including Federal and farmhouse styles. The Project will also include associated site improvements including, but not limited to, parking, sidewalks, stormwater facilities, landscaping, and utilities. Access to the Project will be provided via a relocated driveway connection with West Main Street. The new driveway connection will be shifted slightly to the west along West Main Street from the existing driveway location. The Project has been designed to comply with the requirements of the AHO Zone.

LANDOWNER'S CONSENT CERTIFICATION

Property:

Block 1801, Lot 5
80-88 West Main Street
Borough of Mendham
Morris County, New Jersey

Applicant:

80-88 West Main, LLC
1625 Route 10, Morris Plains, NJ 07950

Owner:

St. John Baptist School
P.O. Box 240, Mendham, NJ 07945

Proposed Development:

Construction of an inclusionary residential townhouse development that includes a total of one hundred and forty-seven (147) units, twenty-nine (29) of which will be deed restricted affordable housing units together with associated site improvements including, but not limited to, parking, sidewalks, stormwater facilities, landscaping, and utilities.

The undersigned hereby certifies as follows:

St. John Baptist School (the "Owner") is the only owner of the above referenced Property. The Owner hereby consents to the filing by the above Applicant of any and all applications for governmental approvals necessary for the Proposed Development described above including, but, not limited to, applications to the Land Use Board of the Borough of Mendham, the Morris County Planning Board, the Morris County Soil Conservation District, the New Jersey Department of Transportation, and the New Jersey Department of Environmental Protection. The Owner hereby gives permission to the Members of the Land Use Board of the Borough of Mendham, and its authorized representatives, consultants and other Borough Officials, to enter onto the Property for the purpose of evaluating the Proposed Development.

Date: Feb 11, 2026

St. John Baptist School

By: Sister Monica Clare

Name: SISTER MONICA CLARE

Title: Sister Superior



BOROUGH OF MENDHAM

2 West Main Street, Mendham, NJ 07945

973-543-7152 EXT.20

planning@mendhamnj.org

FILE APPLICATION AND \$175 FEE WITH: LISA SMITH

APPLICATION FOR RESERVATION OF ALLOCATED SEWAGE CAPACITY

Applicant 80-88 West Main, LLC Date 2/12/26

Address 1625 Route 10, Morris Plains, NJ 07950

Email: mcalabro@weichertdevelopment.com

Owner St. John the Baptist School

Address P.O. Box 240, Mendham, NJ 07945

Location of Property: 80 West Main Street

Lot 5 Block 1801

Present Use Religious Institution/Educational Facility Proposed Use Multi-Family Residential

Floor Area (if other than residential) N/A

Projected Sewage Flow 42,375 GPD Existing Sewage Flow N/A, On-Site sewage Disposal

Site Plan Approval/Waiver Required (y/n) Site plan approval required

Signature of Applicant Michael P. Castore, Esq., Attorney for Applicant Date 2/19/2026

PLEASE PROVIDE A WRITTEN DESCRIPTION OF THE PROPOSED PROJECT:

see attached project description

PLEASE PROVIDE SITE PLAN/FLOOR PLAN OF SUBJECT PROPERTY

BOROUGH ENGINEER REVIEW:

This application (does) (does not) require additional allocation of sanitary sewer flow in accordance with the provisions of Chapter of the Code of the Borough of Mendham § 168-47.1.

Additional allocation requested: _____ gpd. Reservation Cost: _____ gpd x \$16.00/gpd =\$ _____

COMMENTS:

Borough Engineer Date

Referred to Public Works and Utilities Committee (y/n) _____

If yes, escrow required: _____

Revised 5/18/23



Borough of Mendham

Preserving the Past - Building the Future"

mendhamnj.org

Department of Zonning

Zoning Official, Rob Rosendale Official

Zoning Application Number: ZA-26-016

ZONING COMPLIANCE PERMIT REVIEW APPLICATION

FEE - \$40.00

CK # 5212271

2/25/26

Submit original and one (1) copy of application with property survey that has a raised surveyor seal showing the size of the lot; bounding streets; and the size, type, and location of existing and proposed structures with distances to all property lines denoted.

Draw to scale on the survey any proposed structures on each survey.

Date: February 18, 2026 Block: 1801 Lot: 5 Zone District: AHO Zone
Historic Overlay District: Exempt Main Street Corridor: Yes
Physical Location of Property for Permit: 80-88 W. Main Street

Name of Applicant: 80-88 West Main, LLC Phone #: (973) 879-2617
Applicant's Address: 1625 Route 10, Morris Plains, NJ 07950 Email: mcastore@daypitney.com
Name & Address of Owner (if different from Applicant): St. John Baptist School
P.O. Box 240, Mendham, NJ 07945 Phone # _____

Describe **in detail** the reason for application (Addition, fence, deck, pool, etc.)

Construction of 147 townhome units (including 29 affordable units) and
accessory site improvements

REQUIRED FOR FENCE: Application requires submission of a picture of the fence and a survey indicating the placement of the fence and dimensions. Lot Road Frontage Maximum Height 4' and 6' behind the front foundation. Please also provide the following information.

Height: _____ Length: _____
Style: _____ Materials: _____

Has the property been the subject of any applications to the Joint Land Use Board? ☒ Yes ☐ No

If yes describe the purpose and date of resolution: Prior approval for "Daytop" facility

Zoning District AHO Zone Primary Structure _____ Accessory Structure _____

	Per Code	Existing	Proposed
Setbacks	See Zoning Table	on plans provided	herewith
Front Yard			
Rear Yard			
Side Yard			
Side Yard			
Lot Coverage			
Building Coverage			

Scan with your phone camera to
view your setbacks:



Scan with your phone camera to
view the Borough Zoning Map:



Type Variance(s) Required (leave blank if not applicable)

Zoning Code Section Non-Compliance (leave blank if not applicable)

§ _____

§ _____

2/18/2026
Date

[Signature]
Applicant's Signature

Michael P. Castore, Esq., Attorney
Print Applicant's Name for Applicant

FOR OFFICIAL USE ONLY

THIS IS TO CERTIFY that the above-described premises, together with any buildings thereon, are used or proposed to be used for, or as _____ which is a

☐ Use Permitted by Ordinance

☐ Use Permitted by Variance Approved on: _____

☐ Approved

Conditions of approval

☒ Denied

REQUIRES PLANNING BOARD APPROVAL
Reason for denial

Date 2/26/26

[Signature]
Mendham Borough Zoning Officer

Phoenix House • 2 W. Main Street • Mendham • New Jersey • 07945

zoning@mendhamnj.org Office 973-543-7152 #23



Mendham Borough
ZONING DEPARTMENT
6 WEST MAIN STREET
MENDHAM, NJ 07945

BROBERTS@MENDHAMNJ.ORG

Application Date:	2/25/2026
Application Number:	ZA-26-016
Permit Number:	
Project Number:	
Fee:	\$40

Denial of Application

Date: 2/26/2026

To: 80-88 WEST MAIN LLC
1625 ROUTE 10
MORRIS PLAINS, NJ 07950

CC: APP TELE:(973) 879-2617
APP EMAIL:MCASTORE@DAYPITNEY.COM

RE: 80-88 WEST MAIN ST
BLOCK: 1801 LOT: 5 QUAL: ZONE: HISTORIC OVERLAY

DEAR 80-88 WEST MAIN LLC,

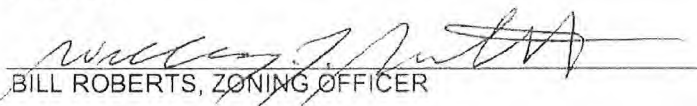
CONSTRUCTION OF 147 TOWNHOMES AND ACCESSORY SITE IMPROVEMENTS

THIS APPLICATION HAS BEEN DENIED

REQUIRES PLANNING BOARD APPLICATION AND APPROVAL PRIOR TO RESUBMITTAL TO ZONING

Please be advised you have the right under NJSA 40:55D-72 to appeal my decision to the Joint Land Use Board within 20 days of the date of this notice.

Sincerely,


BILL ROBERTS, ZONING OFFICER

BOROUGH OF MENDHAM
APPLICATION CHECKLIST
 SEE LAND DEVELOPMENT ORDINANCE CHAPTER 195

ITEM NUMBER	MINOR		MAJOR		VARIANCE				APPLICANT MARK	STATUS	BOROUGH MARK	NOTES			
	SUBDIVISION	SITE PLAN	SITE PLAN WAIVER	SUBDIVISION	SITE PLAN	SUBDIVISION	SITE PLAN						40:56D-70		
													(a) & (b)	(c)	(d)
1	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
2	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
3	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
4	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
5	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
6	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
7	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES		Waived per AHO ordinance			
										N/A					
										WAIVER					
8	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
9	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES		See Sheet 2 of Site Plans			
										N/A					
										WAIVER					
10	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES		Temporary-will file w/ County after Boro submittal			
										N/A					
										WAIVER					
11	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
12	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					
13	☐	☐	☐	☐	☐	☐	☐	☐	☐	COMPLIES					
										N/A					
										WAIVER					

ITEM NUMBER	MINOR			MAJOR			VARIANCE			NOTES			
	SUBDIVISION	SITE PLAN	SITE PLAN WAIVER	SUBDIVISION	SITE PLAN	SUBDIVISION	SITE PLAN	(a) & (b)	(c)		(d)		
14	•	•	•	•	•	•	•	•	•	•	When approval by another municipality is required, such approval shall be certified on the plat, or evidence shall be submitted that an application has been made for approval.	COMPLIES X N/A WAIVER COMPLIES	
15	•										Copy of most recently approved site plan	COMPLIES X N/A WAIVER	
16	•	•	•	•	•	•	•	•	•	•	Scale of not less than 1"=50' except 1"=100' on final subdivision plats. Site plans of one acre or less shall utilize a scale not less than 1"=20'. Key Map showing the location of the tract with reference to the surrounding properties, existing streets and streams within 1000 feet of the site.	COMPLIES X N/A WAIVER	
17	•	•	•	•	•	•	•	•	•	•	Name of subdivision or development, Borough of Mendham Morris County.	COMPLIES X N/A WAIVER	
18	•	•	•	•	•	•	•	•	•	•	Name, title, address and telephone number or subdivider or developer.	COMPLIES X N/A WAIVER	
19	•	•	•	•	•	•	•	•	•	•	Name, title, address and license number of the professionals who prepared the plat or plan.	COMPLIES X N/A WAIVER	
20	•	•	•	•	•	•	•	•	•	•	Name, title and address of the owner or owners of record. If owner is a corporation, the name and address of the president and secretary shall be submitted.	COMPLIES X N/A WAIVER	
21	•	•	•	•	•	•	•	•	•	•	North arrow with reference meridian.	COMPLIES X N/A WAIVER	
22	•	•	•	•	•	•	•	•	•	•	Date of original preparation and of each subsequent revision thereof and a list of specific revisions entered on each sheet.	COMPLIES X N/A WAIVER	
23	•	•	•	•	•	•	•	•	•	•	Approval signature lines	COMPLIES X N/A WAIVER	
24	•	•	•	•	•	•	•	•	•	•	Acresage to the nearest hundredth of an acre; distances in feet and decimals of a foot, bearings given to the nearest 10 seconds. Radli, arcs, central angles and chord bearings and distances of all curves.	COMPLIES X N/A WAIVER	
25	•	•	•	•	•	•	•	•	•	•	Existing tax map sheet No. and existing block and lot No. of the lots to be subdivided or developed as they appear on the Twp. Tax map. Distance, measured along ROW lines of abutting streets, to the nearest listset, with other public streets.	COMPLIES X N/A WAIVER	
26	•	•	•	•	•	•	•	•	•	•	Zoning districts affecting the tract and within 200 feet. District names and tabular schedule of requirements and proposed conditions as the Ordinance, including variance and waiver requests noted on the plat or plan.	COMPLIES X N/A WAIVER	
27	•	•	•	•	•	•	•	•	•	•			

ITEM NUMBER	MINOR	MAJOR				VARIANCE		APPLICANT MARK	STATUS	BOROUGH MARK	NOTES			
		SUBDIVISION	SITE PLAN	SITE PLAN WAIVER										
												PRELIM	FINAL	40:55D-70
28	•	•	•	•	•	•	The locations and dimensions of all existing improvements. Indication of structures to remain and to be removed with spot elevations of such structures. Location of all existing structures within 100' of the property boundary.	x COMPLETIES N/A WAIVER						
29	•	•	•	•	•	•	The location of all existing and proposed storm drainage structures and utility lines whether public or privately owned, with pipe sizes grades and direction of flow, location of inlets, manholes and other appurtenances.	x COMPLETIES N/A WAIVER						
30	•	•	•	•	•	•	The proposed location of all proposed screening and land-scaping, and a planting plan indicating natural vegetation to remain and areas to be planted with a schedule providing a listing of the botanical and common names, quantity and size of plant material at the time of planting.	x COMPLETIES N/A WAIVER						
31	•	•	•	•	•	•	The total acreage of the drainage basin of any watercourse running through or adjacent to the tract.	x COMPLETIES N/A WAIVER						
32	•	•	•	•	•	•	The location and extent of drainage and conservation easements and stream encroachment lines.	x COMPLETIES N/A WAIVER						
33	•	•	•	•	•	•	The location, extent and water level elevation of all surface waters and wetlands within 200 feet of the tract.	x COMPLETIES N/A WAIVER			Surface waters/ wetlands shown w/ 150' of site			
34	•	•	•	•	•	•	Existing and proposed contours, based on USGS datum with a contour interval of 1 ft. for slopes less than 3%, an interval of 2 ft. for slopes between 3 & 10%, and 5 ft. for slopes > 10%. Include slope delineation and tabulations per Section 216-12.4.	x COMPLETIES N/A WAIVER						
35	•	•	•	•	•	•	Road right-of-way dedication and improvement, as applicable.	x COMPLETIES N/A WAIVER						
36	•	•	•	•	•	•	Deed descriptions, including metes and bounds, easements, covenants, restrictions and roadway and sight triangle dedications.	x COMPLETIES N/A WAIVER			Will provide as condition of approval			
37	•	•	•	•	•	•	Soil types as per the County Soil Conservation District. Proposals for soil erosion and sediment control as required by N.J.S.A. 4:24-39 et seq.	x COMPLETIES N/A WAIVER						
38	•	•	•	•	•	•	Locations of existing rock outcrops, highpoints, water-courses, depressions, ponds and marsh areas as determined by survey.	x COMPLETIES N/A WAIVER						

ITEM NUMBER	MINOR		SITE PLAN WAIVER	MAJOR			VARIANCE				APPLICANT MARK	STATUS	BOROUGH MARK	NOTES
	SUBDIVISION	SITE PLAN		PRELIM	FINAL		40:55D-70	(a) & (b)	(c)	(d)				
39 • •				•	•	•			•	•		COMPLIES N/A WAIVER		
40 • •				•	•	•			•	•		COMPLIES N/A WAIVER		
41 • •				•	•	•			•	•		COMPLIES N/A WAIVER		Project sign not proposed
42 •												COMPLIES N/A WAIVER		
43 • •				•	•	•						COMPLIES N/A WAIVER		
44 • •				•	•	•						COMPLIES N/A WAIVER		
45 • •				•	•	•			•	•		COMPLIES N/A WAIVER		
46 • •				•	•	•						COMPLIES N/A WAIVER		
47 • •				•	•	•			•	•		COMPLIES N/A WAIVER		
48 • •				•	•	•						COMPLIES N/A WAIVER		No proposed streets, all info provided except cross sections
49 • •				•	•	•			•	•		COMPLIES N/A WAIVER		
50 • •				•	•	•						COMPLIES N/A WAIVER		
51 • •				•	•	•						COMPLIES N/A WAIVER		
52 • •				•	•	•			•	•		COMPLIES N/A WAIVER		

ITEM NUMBER	MINOR		MAJOR		VARIANCE															
	SUBDIVISION	SITE PLAN	SITE PLAN WAIVER	Prelim	Final	40:55D-70														
				SUBDIVISION	SITE PLAN	SUBDIVISION	SITE PLAN	(a) & (b)	(c)	(d)										
53	•	•	•	•	•	•							For each lot not served by public sewage disposal, approval by the Borough Board of Health of percolation tests observed by the Borough Health Officer and certified by a licensed professional engineer, indicating that the proposed lot(s) can adequately accommodate a septic system in compliance with all state and local regulations. When a new connection to or change in plumbing facilities feeding an existing connection to the Borough sanitary system is proposed, an adopted resolution of the Borough Council approving the application.	x	COMPLIES	N/A	WAIVER			
54	•	•		•	•	•	•						Certification by the applicant's surveyor and engineer as to the accuracy of the details of the plat. Certification of compliance with RSIS, or provide a list of exceptions proposed.	x	COMPLIES	N/A	WAIVER			
55						•	•						Plan of all utilities in exact location together with a cost estimate of the installation of all public improvements to be installed.	x	COMPLIES	N/A	WAIVER			Will provide engineer's estimate as condition of approval
56						•	•						Written proof that all lands set aside or shown for easement, public use or streets are free and clear of all liens and encumbrances.	x	COMPLIES	N/A	WAIVER			
57						•	•						Letters directed to the Chairman of the Board and signed by a responsible official of all utility companies, etc., providing service to the proposed development.	x	COMPLIES	N/A	WAIVER			
													NOTE: Board may require and ask for additional information							



The Borough of Mendham

"Preserving the Past - Building the Future"

mendhamnj.org

Environmental, Open Space & Shade Tree Commission

Tree Removal Notification/Tree Removal Permit Application

Name of Applicant: 80-88 West Main, LLC

Address & Telephone #: 1625 Route 10, Morris Plains, NJ 07950 973-490-8206

Relationship of Applicant to Property: Contract Purchaser

Address of Property: 80-88 W. Main Street

Tax Block # 1801 Lot # 5 Lot Size (in acres) 25.9477

Name of Owner of Property (If different from Applicant)
St. John Baptist School

Address & Telephone # (If different from Applicant)
P.O. Box 240, Mendham, NJ 07945 973-543-4641

Number of trees and specimen (including diameter and species) to be removed (See Subsection 202-2)		
Tree	Diameter	Species <u>See Tree Removal Summary on Sheet 3 of</u>
Tree	Diameter	Species <u>the site plans</u>
Tree	Diameter	Species
Tree	Diameter	Species

TREE REMOVAL PERMIT EXEMPTIONS. TREE REMOVAL NOTIFICATION ONLY REQUIRED.

The Shade Tree Commission requires notification to track the health of the Borough tree population, maintain the tree census and identify areas to plant trees and to determine if traffic control is required.

- A. Commercial nurseries and fruit tree orchards.
- B. Christmas tree plantations.
- C. Removal of trees which are dead, dying, or diseased, or trees or specimen trees which have suffered severe damage, or any tree or specimen tree whose angle of growth or location make them a hazard to structures or human life.
- D. Pruning or removal of any tree or specimen tree growing on or over a public right-of-way or public property by an appropriate authority or authorized utility company for maintenance of utility wires or pipelines.
- E. Homestead lots.

(A preexisting lot located within a zone permitting single-family detached dwellings or two-family detached dwellings upon which is constructed a single-family detached dwelling or two-family detached dwelling or upon which it is proposed to construct one single-family detached dwelling or one two-family detached dwelling, and which property as a result of zoning restrictions could not be further subdivided.)

- F. Silviculture.

TREE REMOVAL PERMIT MANDATORY . FOR MAJOR SUBDIVISION OR SITE PLAN APPROVAL OR MINOR SUBDIVISION APPROVAL.

Project applicant must attach mapped inventory of all trees, specimen name & diameter within the tree removal area and within a transition area 10 feet from the property perimeter. Any significant tree canopy shall be delineated at the drip line.

Name of Development The Greens at Mendham Village

State reason(s) for the removal of these trees:

Development of an inclusionary housing development with stormwater basins and other site improvements

Will the removal require traffic to be directed? Yes X No If yes please list streets affected.

Signature of Applicant Mark S. Calabro Date 2/25/26

Consent of Owner if Different from Applicant Sister Maria Claus Date 2/25/26

Approved Denied Date:

By:
Peter Hafemeister, Superintendent of Public Works, Borough Administrator Designee

An Analysis of the Predicted
Radiofrequency Environment in the
Vicinity of an Existing Wireless
Communications Facility

82 WEST MAIN STREET
MENDHAM, NJ 07945
MENDHAM BOROUGH

Prepared for
80-88 West Main Street, LLC

By
PierCon Solutions, LLC
February 5th, 2026

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1.0 SUMMARY AND COMPLIANCE STATUS

80-88 West Main Street, LLC is proposing the construction of a new community adjacent to an existing wireless communications facility located at **82 West Main Street, Mendham, NJ 07945**. The existing wireless communications facility is a 144' 6" stealth design structure and supports several carriers in the facility.

PierCon Solutions LLC, an engineering firm specializing in wireless communications, was contracted to perform an independent assessment of this facility and its environs on behalf of 80-88 West Main Street, LLC. The primary purpose of this assessment is to predict whether the radio frequency ("RF") environment at the wireless communications site location and in its immediate surroundings will be in compliance with guidelines for applicable limits for human exposure to radiofrequency fields, as adopted by the Federal Communications Commission ("FCC"). To perform this assessment, PierCon Solutions personnel obtained applicable engineering data, drawings from the applicant and obtained antenna specifications from the manufacturer.

RF information was collected and analyzed using methodology recommended by the Federal Communication Commission's Office of Engineering and Technology in Bulletin 65 *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields*, 97-01 (OET Bulletin 65) and of Richard Tell in his *CTLA's EME Design and Operation Considerations for Wireless Antenna Sites* November 15, 1996.

The completed assessment includes consideration of contributions to the radiofrequency environment from the obtained construction drawings for the site. Used in this analysis of the existing telecommunications facility were carrier installation for T-Mobile, Verizon Wireless, Dish Network and AT&T at antenna centerlines of 139', 130', 119' and 109' respectively. The analysis was performed using typical design criteria for T-Mobile, Verizon Wireless, Dish Network and AT&T with the assumption of the following frequency bands and technology deployed: LTE service in the 700 MHz, 850 MHz, 1900 MHz, 2100 MHz, and 2500 MHz frequency bands; and 5G service in the 600MHz, 700MHz, 850MHz, 1900MHz, 2100MHz, 2500 MHz, and 3700MHz frequency bands.

PierCon Solutions predicted the future radiofrequency environment by adding the worst-case RF contribution, in terms of percentage of applicable FCC limits, from the installation.

The FCC's general public exposure limits were applied, which is the strictest criteria.

After reviewing and analyzing the information gathered and considering relevant factors, PierCon Solutions, LLC has made the following determination regarding the site's compliance with applicable guidelines for Maximum Permissible Exposure (MPE) limits, as defined by the FCC. The potential RF exposures will be well below general public limits for all publicly accessible areas in this location and nearby properties.

**This site will be in compliance with applicable
FCC radiofrequency exposure limits.**

2.0 PREDICTIVE ANALYSIS

2.1 TECHNICAL DATA USED IN THIS PREDICTIVE ANALYSIS

Technical input parameters used or considered in the predictive modeling performed in this study are identified in the following tables.

T-Mobile Radio Parameters							
Service Type	5G NR	5G NR	LTE	LTE	LTE	5G NR	LTE
Transmission Frequency Band	1900 MHz Band	600 MHz Band	2100 MHz Band	700 MHz Band	1900 MHz Band	2500 MHz Band	2500 MHz Band
Antenna Height above ground level (centerline)	139 feet AGL	139 feet AGL	139 feet AGL	139 feet AGL	139 feet AGL	139 feet AGL	139 feet AGL
Person Height above ground level	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL
Antenna type	panel	Panel	panel	Panel	panel	Panel	Panel
Antenna Manufacturer	COMMSCOPE	RFS	COMMSCOPE	RFS	COMMSCOPE	Ericsson	Ericsson
Antenna Model	COMMSCOPE VV-65A-R1_Port 1_Y1&Y2_06DT_1 930	RFS APXVAA1L24_43-U-NA20-1-4-622+	COMMSCOPE VV-65A-R1_Port 1_Y1&Y2_06DT_2 155	RFS APXVAA1L24_43-U-NA20-1-4-716+	COMMSCOPE VV-65A-R1_Port 1_Y1&Y2_06DT_1 930	Ericsson Air6419NR	Ericsson Air6419NR
Antenna Length	55 inches	96 inches	55 inches	96 inches	55 inches	39 inches	39 inches
Antenna horizontal Beamwidth (at 3 dB down)	65 degrees	67 degrees	66 degrees	63 degrees	65 degrees	65 degrees	65 degrees
Antenna Gain	13.5 dBd	13.1 dBd	14.3 dBd	14.0 dBd	13.5 dBd	16.8 dBd	16.8 dBd
Antenna Tilt (electrical)	6 degrees	4 degrees	6 degrees	4 degrees	6 degrees	0 degrees	0 degrees
Antenna Tilt (mechanical)	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees
Antenna gain, front-to-back ratio	31 dB	35 dB	32 dB	31 dB	31 dB	25 dB	25 dB
Transmit Power per channel (Watts)	80 Watts/Channel	80 Watts/Channel	80 Watts/Channel	40 Watts/Channel	120 Watts/Channel	120 Watts/Channel	80 Watts/Channel
RF channels per sector	1 channel 4X4 MIMO	2 channels/sector	1 channel 4X4 MIMO	1 channel 4X4 MIMO	1 channel 4X4 MIMO	1 channel 4X4 MIMO	1 channel 4X4 MIMO
Effective Radiated Power (ERP) per channel	1783 Watts/Channel	1618 Watts/Channel	2138 Watts/Channel	996 Watts/Channel	2674 Watts/Channel	5680 Watts/Channel	3787 Watts/Channel
Line loss (worst-case – no loss)	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB

Table 1 – T-Mobile Radio Parameters

Verizon Wireless Radio Parameters							
Service Type	5G LSUB6	LTE 1900	LTE 700	LTE 2100	CBRS 3.7 GHz	LTE 850	5G NR 850 MHz
Transmission Frequency Band	3700 MHz Band	1900 MHz Band	700 MHz Band	2100 MHz Band	3700 MHz Band	850 MHz Band	850 MHz Band
Antenna Height above ground level (centerline)	130 feet AGL	130 feet AGL	130 feet AGL	130 feet AGL	130 feet AGL	130 feet AGL	#N/A
Person Height above ground level	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL
Antenna type	Panel	Panel	Panel	Panel	Panel	Panel	Panel
Antenna Manufacturer	Ericsson	COMMSCOPE	COMMSCOPE	COMMSCOPE	NOKIA	COMMSCOPE	RFS
Antenna Model	Ericsson Air6449NR	COMMSCOPE NHH-65C-R2B_Port 4 - 45_02DT_1900	COMMSCOPE NHH-65C-R2B_Port 1 +45_02DT_0704	COMMSCOPE NHH-65C-R2B_Port 3 +45_02DT_2100	Nokia_AEQK_3700_10dt	COMMSCOPE NHH-65C-R2B_Port 1 +45_02DT_0850	RFS APXVALL24_4 3-U-NA20-1-4-835+
Antenna Length	39 inches	72 inches	72 inches	72 inches	48 inches	72 inches	96 inches
Antenna horizontal Beamwidth (at 3 dB down)	65 degrees	66 degrees	65 degrees	62 degrees	58 degrees	62 degrees	65 degrees
Antenna Gain	16.8 dBd	13.4 dBd	11.3 dBd	14.2 dBd	20.2 dBd	11.5 dBd	13.6 dBd
Antenna Tilt (electrical)	0 degrees	0 degrees	0 degrees	0 degrees	10 degrees	0 degrees	0 degrees
Antenna Tilt (mechanical)	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees
Antenna gain, front-to-back ratio	25 dB	29 dB	35 dB	29 dB	28 dB	31 dB	35 dB
Transmit Power per channel (Watts)	40 Watts/Channel	40 Watts/Channel	10 Watts/Channel	40 Watts/Channel	40 Watts/Channel	40 Watts/Channel	40 Watts/Channel
RF channels per sector	1 channels/sector	4 channel 2X4 MIMO	4 channel 2X4 MIMO	4 channel 4X4 MIMO	1 channels/sector	4 channel 2X4 MIMO	4 channel 2X4 MIMO
Effective Radiated Power (ERP) per channel	1893 Watts/channel ERP	865 Watts/channel ERP	134 Watts/channel ERP	1040 Watts/channel ERP	4208 Watts/channel ERP	566 Watts/channel ERP	908 Watts/channel ERP
Line loss (worst-case – no loss)	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB

Table 2 – Verizon Wireless Radio Parameters

Dish Radio Parameters				
Service Type	5G NR 600MHz	5G NR 700MHz	5G NR 1900MHz	5G NR 2100MHz
Transmission Frequency Band	600 MHz Band	700 MHz Band	1900 MHz Band	2100 MHz Band
Antenna Height above ground level (centerline)	119 feet AGL	119 feet AGL	119 feet AGL	119 feet AGL
Person Height above ground level	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL
Antenna type	Panel	Panel	Panel	Panel
Antenna Manufacturer	JMA	JMA	JMA	JMA
Antenna Model	JMA Wireless MX08FRO665-21_Port1_+45_02.5DT_0622_V6P	JMA Wireless MX08FRO665-21_Port1_+45_02.5DT_0750_V6P	JMA Wireless MX08FRO665-21_Port1_+45_02.5DT_2007_V6P	JMA Wireless MX08FRO665-21_Port1_+45_02.5DT_2190_V6P
Antenna Length	72 inches	72 inches	72 inches	72 inches
Antenna horizontal Beamwidth (at 3 dB down)	64 degrees	58 degrees	62 degrees	66 degrees
Antenna Gain	11.0 dBd	11.7 dBd	15.8 dBd	16.6 dBd
Antenna Tilt (electrical)	3 degrees	3 degrees	3 degrees	3 degrees
Antenna Tilt (mechanical)	0 degrees	0 degrees	0 degrees	0 degrees
Antenna gain, front-to-back ratio	31 dB	31 dB	28 dB	31 dB
Transmit Power per channel (Watts)	30 Watts/Channel	40 Watts/Channel	40 Watts/Channel	40 Watts/Channel
RF channels per sector	4 channels/sector	4 channels/sector	4 channels/sector	4 channels/sector
Effective Radiated Power (ERP) per channel	374 Watts/channel ERP	586 Watts/channel ERP	1507 Watts/channel ERP	1812 Watts/channel ERP
Line loss (worst-case – no loss)	0.0 dB	0.0 dB	0.0 dB	0.0 dB

Table 3 – Dish Network Radio Parameters

AT&T Wireless Radio Parameters					
Service Type	LTE 2100 MHz	LTE 850 MHz	LTE 1900 MHz	LTE 700 MHz	3700 MHz
Transmission Frequency Band	2100 MHz Band	850 MHz Band	1900 MHz Band	700 MHz Band	3700 MHz Band
Antenna Height above ground level (centerline)	109 feet AGL	109 feet AGL	109 feet AGL	109 feet AGL	109 feet AGL
Person Height above ground level	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL	29 feet AGL
Antenna type	Panel	Panel	Panel	Panel	Panel
Antenna Manufacturer	COMMSCOPE	COMMSCOPE	COMMSCOPE	COMMSCOPE	NOKIA
Antenna Model	COMMSCOPE NNHH-65C-R4_Port 6 - 45_02DT_2130	COMMSCOPE NNHH-65C-R4_Port 1 +45_04DT_0851	COMMSCOPE NNHH-65C-R4_Port 5 +45_02DT_1990	COMMSCOPE NNHH-65C-R4_Port 1 +45_04DT_0710	Nokia_AEQK_3700_10dt
Antenna Length	96 inches	96 inches	96 inches	96 inches	48 inches
Antenna horizontal Beamwidth (at 3 dB down)	61 degrees	71 degrees	59 degrees	73 degrees	58 degrees
Antenna Gain	14.1 dBd	11.5 dBd	14.3 dBd	10.9 dBd	20.2 dBd
Antenna Tilt (electrical)	2 degrees	4 degrees	2 degrees	4 degrees	10 degrees
Antenna Tilt (mechanical)	0 degrees	0 degrees	0 degrees	0 degrees	0 degrees
Antenna gain, front-to-back ratio	39 dB	32 dB	38 dB	28 dB	28 dB
Transmit Power per channel (Watts)	40 Watts/Channel	80 Watts/Channel	80 Watts/Channel	40 Watts/Channel	40 Watts/Channel
RF channels per sector	4 channels/sector	2 channels/sector	4 channels/sector	10 channels/sector	12 channels/sector
Effective Radiated Power (ERP) per channel	1038 Watts/Channel	1117 Watts/Channel	2129 Watts/Channel	493 Watts/Channel	4208 Watts/Channel
Line loss (worst-case – no loss)	0.0 dB	0.0 dB	0.0 dB	0.0 dB	0.0 dB

Table 4 – AT&T Radio Parameters

2.2 FCC AND STATE GUIDELINES

The FCC has established two sets of Maximum Permissible Exposure (MPE) limits. Occupational/controlled limits apply to RF exposures to workers who are in an area as a consequence of their occupations, as long as they have been made fully aware of their potential for exposure to RF fields and are able to exercise control over their exposure.

For everyone else, general population/uncontrolled limits apply. These limits are extremely protective, in consideration of the most vulnerable members of the public. For sites where the surrounding area is generally accessible by members of the general population, the FCC general population/uncontrolled MPE limits are applied.

The analysis in this report uses the FCC General Public standards (the strictest).

2.3 MPE ANALYSIS FROM HORIZONTAL AND VERTICAL PERSPECTIVE

The Power Density Calculations in the analysis must take into account the distance between the location of the general public versus the location of the transmitting antennas (from both a horizontal and vertical perspective). From a horizontal perspective, the standard Power Density Calculations are performed from 0 to 2000 feet from the wireless communication site (in 5 foot increments).

From a vertical perspective, a factor must be included in order to account for differences between the general public's height above ground level versus the wireless communication site's ground elevation. These differences are typically caused by fluctuations in local ground elevation or multi-story buildings with outdoor areas where the general public may occupy. An analysis was performed to determine the appropriate height factor for the general public to include in the worst-case power density calculation. The height factor is 6' for the general public which represents a 6' tall person standing in the nearby area. A separate analysis was performed at a height of 29' to simulate the worst-case RF exposure someone may experience if they were standing on the 3rd floor, with the window open. Refer to section 10.2 in the appendix for a graphic showing the location of each of these calculations in respect to the proposed community.

3.0 RESULTS OF THE ANALYSIS

An analysis was performed using the technical input parameters shown in Section 2.1 in order to calculate the wireless communications site's worst-case % MPE.

Figure 1 shows a graph of the wireless communication site's % MPE versus its distance from the general public (within the first 2000 feet). For each location, the % MPE is calculated by summing each Service Type by the provider's %MPE values.

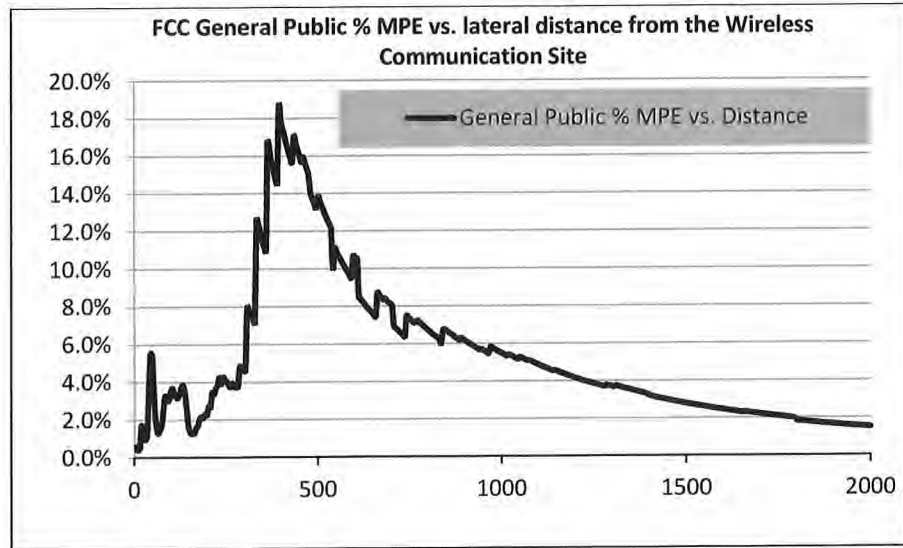


Figure 1 – FCC General Public % MPE vs lateral distance from the existing facility

The worst-case combined general public RF exposures to transmissions was calculated at a height of 29' above ground to account for a 6' tall person standing on the 3rd floor of their home with the window open. The worst-case combined RF exposures to transmissions from existing wireless facility at height of 29' will be:

19.3% of (or 5 times below) the **FCC Maximum Permissible Exposure** limit for General Public. This maximum value was calculated to occur at a distance of **395 feet** from the wireless facility.

3.9% of (or 25 times below) the **New Jersey Maximum Permissible Exposure** Occupational limit. This maximum value was calculated to occur at a distance of **395 feet** from the wireless facility.

An additional study was performed at the closest proposed residence from the facility which yielded an exposure limit of **3.7%** of (or 27 times below) the **FCC Maximum Permissible Exposure** limit for General Public. This calculation was performed at a lateral distance of 90 feet from the wireless facility.

The worst-case combined general public RF exposures to transmissions from the existing wireless facility at 6 feet above ground level is:

5.21% of (or 19 times below) the **FCC Maximum Permissible Exposure** limit for General Public. This maximum value was calculated to occur at a distance of **565 feet** from the wireless facility.

1.04% of (or 96 times below) the **New Jersey Maximum Permissible Exposure** Occupational limit. This maximum value was calculated to occur at a distance of **565 feet** from the wireless facility.

An additional study was performed at the closest distance to the property line from the facility which yielded an exposure limit of **3.9%** of (or 25 times below) the **FCC Maximum Permissible Exposure** limit for General Public. This calculation was performed at a lateral distance of 60 feet from the wireless facility.

4.0 CONCLUSION

This conclusion represents the analysis and compliance assessment by PierCon Solutions, LLC of the predicted RF environment surrounding the wireless communications facility located at **82 West Main Street, Mendham, NJ 07945**.

The assessment is based on typical collocation installations from wireless carriers T-Mobile, Verizon Wireless, Dish Network and AT&T.

Using conservative predictive calculations, PierCon has considered the effect on the RF environment which will result from operation of the new installation and compared this total combined effect to the applicable limits set by the FCC.

Simultaneous operation, at maximum power, of the wireless communications facility near this location will result in total exposure levels below the Maximum Permissible Exposure limit set by the FCC for public areas. The maximum worst-case combined potential RF exposures will be at least **5 times below** the applicable limit (**19.3% of the FCC limit**.) this is based upon the calculation for an individual that would be standing on the 3rd floor of a home with an open window at a lateral distance of 395 feet from the site. A graphic of this location can be found in the appendix, section 10.2. Total combined RF exposures from all the transmitters sources on this wireless communication site will be substantially lower when standing inside buildings with obstructions between the individual and the transmitters.

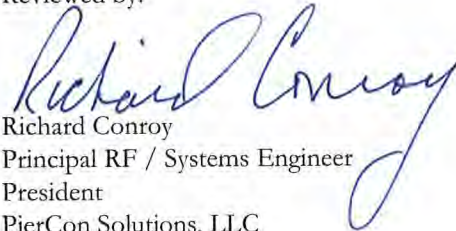
PierCon Solutions LLC has determined that all publicly accessible areas in this location and nearby properties will remain in full compliance with all applicable FCC radiofrequency exposure limits, as well as all applicable ANSI, IEEE, and NCRP limits.

Report prepared by:



Daniel Czech
RF Engineer
PierCon Solutions, LLC
02/05/2026

Reviewed by:



Richard Conroy
Principal RF / Systems Engineer
President
PierCon Solutions, LLC
02/05/2026

5.0 MATHEMATICAL PREDICTIVE ANALYSIS – METHODS, ASSUMPTIONS USED

5.1 PREDICTIVE METHODS AND ASSUMPTIONS

When using mathematical methods to predict RF energy fields from wireless communications sources, PierCon Solutions follows the methodology recommended in Section 2 of the FCC's Office of Engineering and Technology's Bulletin 65, *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields*, 97-01 (OET Bulletin 65). In the case of certain near-field exposures, PierCon Solutions also uses modifying methods described in Richard Tell's 1966 publication, *EME Design and Operation Considerations for Wireless Antenna Sites*, a technical report prepared for the Cellular Telecommunications Industry Association, Washington, D.C.

Occasionally, some site specific radio parameters and antenna information are not available. In these cases, the situation is noted and more general information is substituted, based on experience and knowledge of similar operations.

In OET Bulletin 65, a number of formulas are recommended for calculating power density emission levels. The first step in selecting the most appropriate equations to use is to determine whether areas of interest are in the "near-field" or "far-field" regions. Once this determination is made, the appropriate formula is applied.

Areas of interest at this site are found both in the far field and near-field regions of the antennas.

Far-field calculations: The preferred method described in OET Bulletin 65 for predictive far-field calculations assumes perfect (100%) reflection of incoming signal. This factor, resulting in a four-fold increase in predicted power density, was used in this study, to ensure that the conclusions of this report represent a worst-case. Additionally, PierCon uses the following additional highly conservative assumptions:

Transmitters are assumed to operate continuously and at maximum power, although they customarily operate intermittently and at varying power levels.

When the RF signal is sent through a coaxial cable from the transmitters to the antennas, significant power losses are expected. Typically, about half the nominal transmitter power (3 dB) is lost. PierCon assumes that there are no power losses.

Whenever PierCon is aware that a carrier is using more than one antenna model at a given frequency, we perform a worst-case calculation for each model, and then choose the parameters representing the "worst-case" antenna – the one capable of producing the highest predicted RF fields in the areas of interest.

PierCon assumes that all power available for transmission from all the antennas any one sector is directed through the worst-case antenna mounted closest to ground level. This antenna is assumed to be mounted on the edge of the structure and directly above the point from which the RF field strengths are calculated. Thus, the calculations assume the shortest potential distance between the center of the strongest beams from the antenna and a hypothetical person standing at the level of interest.

The FCC's MPE exposure limits are defined in terms of "spatial exposure" – the average of a series of partial exposures, head-to-toe, of a six-foot tall human standing in the described field. These partial exposures to RF fields vary in intensity from the person's foot level to head level. The energy fields closer to the ground are further from the antennas and are almost always less intense. In PierCon's far-field calculations, the field strength at head height is assumed to be the average exposure of the person. PierCon's predicted exposure values will always be greater than the actual measured exposure.

In the far-field, the following formula [formula (6) on page 19 of OET Bulletin 65] incorporates a 100% reflection factor is used for calculating power density levels:

Far field: $S_{ff} = EIRP / \pi R^2$

Where: S_{ff} = far-field power density in mW/cm²

EIRP = effective isotropic radiated power (factoring "G" the gain in direction of interest)

R = distance to the center of the antenna, in appropriate units

PierCon applies this equation incrementally, at five-foot intervals, for distances horizontally from the base of the structure to as far as 2,000 feet from the antenna. The RF fields vary directly as a function of gain and inversely as the square of the distance from the center of the antenna. Additional variations are caused by vertical intensity patterns inherent in the design of the various antennas. These variations are taken into account as described on page 22-23 of OET Bulletin 65.

Gain is affected by antenna design. Directional panel antennas (those commonly used by wireless carriers) are designed to focus the majority of emitted energy into a relatively narrow beam, transmitted from the front, center of the antenna. This main beam is typically directed almost horizontally towards the horizon or just below. Relatively little emitted energy is emitted below or above the main beam. Almost no energy escapes behind the antenna. PierCon Solutions incorporates the most specific information available regarding the RF pattern of the antennas being modeled.

Down-tilt (mechanical or electrical) also affects the vertical RF pattern. Greater downtilt typically causes higher intensity portions of the antenna beams to illuminate far field locations at distances closer to the antenna and causes RF fields to be higher. Mechanical down-tilt is set physically, on location. Electrical down-tilt is a design parameter of the antennas. Electrical down-tilt of some modern sector antennas is designed to be variable, either on site or remotely. Typical down-tilts are 0-2 degrees below horizontal. Antennas on tall structures or at high relative elevations may be set with more down-tilt.

When multiple wireless services or providers are on a structure, each service's antennas will produce exposure maxima at different distances from the structure and oriented in different directions. Each carrier's maximum usage load is likely to occur at different times. However, in this situation, PierCon again presents conservative results. Our model assumes that antennas representing each carrier and service at the site all point in the same direction, that all the RF maxima occur at the same distance from the antenna and they are all running at full power, with no power losses. Thus, the combined theoretical maximum RF field strengths which we report will always be more intense than those we would obtain via actual measurements at the site.

Near-field calculations: For modeling near-field situations, the following formula [formula (20) on page 32 of OET Bulletin 65], which models the field as a portion of a cylindrical surface, was developed by Richard Tell and modified by him in a publication referenced in OET Bulletin 65 to include a mounting factor, M.

Near Field: $S_{nf} = (360/\theta_{bw}) MP_{net}/2\pi Rh$

Where: S_{nf} = near field power density
 P_{net} = net power input to the antenna
 θ_{bw} = beam width¹ of the antenna, in degrees
R = distance from the antenna
M = Mounting factor
H = height of the antenna

Mounting factors, which were also developed by Richard Tell, are explained in his study *EME design and Operation Considerations for Wireless Antenna Sites*². This document is referenced in OET 65, although mounting factors are not included in the simplified equation included in the OET 65 guidelines. This document is also referenced on page 31 of OET 65.

Mounting factors are used to account for the mitigating effect of antenna mounting distance above a roof or similar surface on the RF environment experienced by personnel on the described surface. These mounting factors conservatively emulate spatially averaged exposures of a six-foot-tall person standing as much as ten feet below the bottom of an antenna and on a perfectly reflective surface. When predicting similar exposures due to

¹ Azimuth (horizontal) beam width at half-power (3 dB)

² Tell, Richard A. (1996) *EME Design and Operation Considerations for Wireless Antenna Sites*. Technical report prepared for the Cellular Telecommunications Industry Association, Washington, D.C. 20036.

RF emissions in the near-field from antennas mounted higher than ten feet above the surface of interest, PierCon Solutions uses the ten-foot mounting factor.

6.0 FEDERAL LAWS, FCC RULES AND GUIDELINES

6.1 FEDERAL LAWS

The National Environmental Policy Act of 1969 (NEPA)³ is a federal law directed at federal agencies. It requires the agencies (including the Federal Communications Commission) to evaluate the effects of their actions on the quality of the human environment. To meet these responsibilities, the FCC adopted a number of requirements to evaluate and limit the environmental impact of its actions.

One of these environmental factors addressed by the FCC is human exposure to RF energy emitted by FCC-regulated transmitters and facilities.⁴ The FCC decided that, whenever they must approve construction or operation of a facility, they will require the applicant to determine whether there is a potential impact due to the facility. If applicants are able to attest that the operation meets FCC RF exposure guidelines, the operation is considered not to have an adverse effect on the human environment and is more likely to be approved by FCC.

The Telecommunications Act of 1996⁵ (a major revision of the Telecommunications act of 1932) is the applicable federal law regarding controls of the effects of RF emissions from wireless communications facilities on the human environment. With respect to controls on the environmental effects of radiofrequency emissions, the Act states the following:

Section 704(a) (7) (B) (i) (II) (iv):

"No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Section 704(b): RADIO FREQUENCY EMISSIONS- Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

³ National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* (1976)

⁴ This limits FCC responsibilities to effects from manufactured sources and to the range of non-ionizing electromagnetic frequencies which are useful for wireless communications.

⁵ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat 56 (1996)

6.2 FCC RULES AND GUIDELINES

In 1985, pursuant to the National Environmental Policy Act of 1969 (NEPA)⁶, the FCC established guidelines for human exposure to Radio Frequency (RF) energy emitted by FCC-regulated transmitters. The latest revision of these guidelines fulfilled the requirements of Section 704(b) of the Telecommunications Act of 1996.

The FCC requires their licensees intending to construct or operate wireless communications facilities to ensure that the proposed facilities are designed and maintained to keep human exposures to RF energy produced by the wireless communications facilities within very conservative limits. These limits are intended to protect humans from harm due to known hazards of RF energy.

The FCC guidelines are intended to limit the amount of RF energy to which humans may be exposed due to emissions from FCC-regulated transmitters and facilities. Electromagnetic energy from natural sources (for example, from the Sun or lightning) is beyond the scope of the FCC's mandate, as is electromagnetic energy at higher or lower frequencies than are used for wireless communications (For instance, FCC does not have authority with respect to power-line electromagnetic fields.)

The FCC consistently explains that they are not experts in the field of RF health and safety. In setting limits and recommending methods for evaluating the environmental effects of RF fields, FCC relies on recommendations and advice of federal agencies and other organizations with expertise in evaluating health-related issues and in standards-setting. Such sources include the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), National Council on Radiation Protection and Measurements (NRC), the Institute of Electrical and Electronics Engineers (IEEE), the American National Standards Institute (ANSI).

The FCC lists certain situations in which there is little expectation of non-compliance with RF exposure levels. For these listed situations, FCC does not require routine evaluations. However, compliance with the limits described in their guidelines is always required.

In meeting the requirements of the Telecommunications Act of 1996, FCC adopted and released their current RF exposure guidelines on August 1, 1996 FCC 96-326 "Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket No. 93-62). The guidelines are incorporated into FCC regulations and codified at 47 CFR 1.1307 and 1.310. These guidelines specify two sets of maximum permissible exposure levels – one for general population/uncontrolled exposures – the other for occupational/controlled situations – indicate criteria for deciding which limits are applicable.

When considering these guidelines, it is important to remember that they:

- Describe exposure limits, not emission limits.

- Apply only in reasonably accessible locations.

- Apply to power densities or the squares of the electric and magnetic field strengths that are spatially averaged over the body dimensions. "Spatially averaged RF fields most accurately relate to estimating the whole body averaged SAR [*Specific Absorption Rate*] that will result from the exposure."

"General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure."

Limits set by FCC for general population/uncontrolled (or "uncontrolled") situations are applicable to:

- Everyone whose exposure is not a consequence of their employment and

- Everyone who is not made fully aware of the potential for RF exposure and

- Anyone not able to exercise control over their exposure.

FCC permits workers in occupational/controlled situations to be exposed to areas where higher levels of RF energy are present as long as the following criteria are satisfied:

⁶ 42 U.S.C. §§ 4321 et seq. (1976)

“Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.”

For occupational/controlled limits to apply, controlling access to the area is a necessary component, but not sufficient. These limits only apply to people whose exposure is as a consequence of their employment.

If the area has a potential to expose people at above the limits set for general population/uncontrolled situations, it must be accessible only to those who will be exposed as a consequence of their employment.

Workers must have been made fully aware of the potential for RF exposure and

Workers must be able to exercise control over their exposure.

Please refer to the newly published IEEE standard, C95.7-2005 IEEE Recommended Practice for Radio Frequency Safety Programs, 3 kHz to 300 GHz, for recommendations about signage and setting up a safety program and providing training to cover workers and areas at the site where the potential RF environment can be above the FCC limits for general population/ uncontrolled areas. This is the standard prospectively referenced by FCC:

For purposes of developing training programs for employees, we [FCC] note that several resources are becoming available to provide guidance on appropriate RF safety programs. These resources include services provide by commercial vendors as well as information available through governmental and other Internet Web sites. Furthermore a committee of the IEEE, Subcommittee 2 of Standards Coordination Committee 28, is now in the process of drafting an IEEE recommended practice for the development of an RF safety program.⁷

... awareness of the potential for RF exposure in a workplace or similar environment can be provided through specific training as part of an RF safety program. Warning signs and labels can also be used to establish such awareness, as long as they provide information, in a prominent manner, on risk of potential exposure and instructions on methods to minimize such exposure risk.⁸

To make it easier for our licensees and grantees to interpret their responsibilities, we propose to explain in a note to Section 1.310 of our rules that “fully aware” means that an exposed individual has received written and verbal information concerning the potential for RF exposure and has received training regarding appropriate work practices relating to controlling or mitigating his or her exposure.⁹

Incidental or “transient” workers: FCC recognizes that the exposure of many workers to RF energy from communications transmission equipment is incidental to their employment. For example, per OET 65, p55: *“Persons who are only ‘transient’ visitors to the rooftop, such as air conditioning technicians, etc. could also be considered to fall within the occupational/controlled criteria as long as they are also ‘made aware’ of their exposure and exercise control over their exposure.”*

FCC recognizes that these individuals do not require in depth training regarding RF exposures. They state: *“As specified in the rules, transient individuals must simply be made aware of their exposure. This could be achieved by means of written and/or verbal information, including, for instance, appropriate signage.”¹⁰*

At this site, appropriate signage should be posted to establish occupational “awareness” of the potential for RF exposure and remind workers of procedures available to them to exercise control over their exposure.

***F.37.** the occupational/controlled limits in our [FCC] rules apply “in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure.”*

⁷ FCC Notice of Proposed Rulemaking ET Docket 03-137, FCC 03-132, adopted June 12, 2003, – footnote to paragraph 38.

⁸ See OET Bulletin 65, p10. Also see FCC Report and Order, ET Docket 93-62, FCC 96-326, adopted August 1996, paragraph 45.

⁹ FCC Notice of Proposed Rulemaking ET Docket 03-137, FCC 03-132, adopted June 12, 2003, paragraph 38.

¹⁰ Ibid: paragraph 38.

Limits for occupational/controlled exposure also apply *"in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure."*¹¹ Posting awareness signage is particularly useful to satisfy the FCC¹² intentions to ensure the awareness of "transient" workers – those who may come near a transmitting antenna in the course of other duties.

General population/uncontrolled exposure limits apply *"in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure."*¹³

6.3 BACKGROUND ON FCC RF EXPOSURE LIMITS (GUIDELINES)

In 1985, the FCC first adopted guidelines to be used for evaluating human exposure to RF emissions.¹⁴ The FCC revised and updated these guidelines on August 1, 1996, as a result of a rule-making proceeding initiated in 1993¹⁵ and to satisfy the requirements of Section 704 (b) of the Telecommunications Act of 1996. Because its licensees must meet the FCC's guidelines or answer to the FCC, these guidelines effectively set the current exposure limits for FCC licensees.

These guidelines incorporate two tiers of exposure limits and two sets of time-averaging provisions, based on whether the RF exposures occur to informed workers in an occupational/controlled situation or to members of general public, in an "uncontrolled" situation. The guidelines incorporate limits for Maximum Permissible Exposure (MPE) in terms of electric and magnetic field strength and power density for transmitters operating at frequencies between 300 kHz (0.3 MHz) and 100 GHz (100,000 MHz). The guidelines are based on exposure limits recommended by the NCRP¹⁶ in 1986 and, over a wide range of frequencies, on exposure limits developed by IEEE and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines.¹⁷

The FCC states that, in reaching its decision on adopting these guidelines, it carefully considered the large number of comments submitted during its rule-making proceeding and gave particular weight to comments submitted by the EPA, FDA and other federal health and safety agencies. The current guidelines are based substantially on the recommendations of those agencies. The FCC states that it believes the guidelines represent a consensus view of the federal agencies responsible for matters relating to public safety and health.

The basis (reference level) of the FCC's RF exposure limits, and the NCRP and ANSI/IEEE limits upon which the FCC limits are scientifically based is a whole-body averaged Specific Absorption Rate (SAR)¹⁸ threshold level of 4 watts per kilogram (4 W/kg), as averaged over the entire mass of the body. Expert organizations have determined that adverse biological effects may occur above this SAR.

¹¹ 47 CFR § 1.1310 Table 1, Note 1.

¹² FCC ET Docket No. 03-137 NPRM, released June 26, 2003

¹³ 47 CFR § 1.1310 Table 1 Note 2.

¹⁴ *Report and Order*, GEN Docket No. 79-144, 100 FCC 2d 543 (1985); and *Memorandum Opinion and Order*, 58 RR 2d 1128 (1985). The guidelines originally adopted by the FCC were the 1982 RF protection guides issued by the American National Standards Institute (ANSI).

¹⁵ *Report and Order*, ET Docket 93-62, FCC 96-326, adopted August 1, 1996, 61 Federal Register 41,006 (1996), 11 FCC Record 15,123 (1997). The FCC initiated this rule-making proceeding in 1993 in response to the 1992 revision by ANSI of its earlier guidelines for human exposure. The Commission responded to seventeen petitions for reconsideration filed in this docket in two separate Orders: *First Memorandum Opinion and Order*, FCC 96-487, adopted December 23, 1996, 62 Federal Register 3232 (1997), 11 FCC Record 17,512 (1997); and *Second Memorandum Opinion and Order and Notice of Proposed Rulemaking*, FCC 97-303, adopted August 25, 1997.

¹⁶ "Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields," NCRP Report No. 86 (1986), National Council on Radiation Protection and Measurements (NCRP), Bethesda, MD. The NCRP is a non-profit corporation chartered by the U.S. Congress to develop information and recommendations concerning radiation protection.

¹⁷ ANSI/IEEE C95.1-1992, "Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz." Copyright 1992, The Institute of Electrical and Electronics Engineers, Inc., New York, NY. The 1992 ANSI/IEEE exposure guidelines for field strength and power density are similar to those of NCRP Report No. 86 for most frequencies except those above 1.5 GHz.

¹⁸ Specific absorption rate is a measure of the rate of energy absorption by the body. SAR limits are specified for both whole-body exposure and for partial-body or localized exposure (generally specified in terms of spatial peak values).

FCC exposure limits are also frequency dependent, in response to data showing that the human body absorbs RF energy at some frequencies more efficiently than at others. As listed OET 65, Table 1 of Appendix A and 47 CFR 1.1310 Table 1, the most restrictive limits occur in the frequency range of 30-300 MHz where whole-body absorption of RF energy by human beings is most efficient. At other frequencies whole-body absorption is less efficient and the corresponding MPE limits are less restrictive.

Current MPE limits are derived by incorporating safety factors that lead, in some cases, to limits that are more conservative than the limits originally adopted by the FCC in 1985. Where more conservative limits exist they do not arise from a fundamental change in the RF safety criteria for whole-body averaged SAR, but from a precautionary desire to protect subgroups of the general population who, potentially, may be more at risk. The object of the various limits, including those in the FCC rules, is to limit SAR due to occupational/controlled exposures to 0.4W/kg or less (time averaged over any six minute period). This incorporates a safety factor of 10. Regarding exposures to the general public and anyone who may not be aware of the potential for RF exposure, the limit is set at 0.08 W/kg (time averaged over any 30 minute period). This incorporates a safety factor of 50.

The FCC makes it clear that the MPE limits are exposure limits, not emission limits and therefore apply only in accessible areas. Fundamentally, in areas that are considered normally inaccessible, the exposure limits do not apply.

7.0 TABLE OF FCC RF EXPOSURE LIMITS (47 CFR 1.1310 TABLE 1)

Table 1. LIMITS FOR MAXIMUM PERMISSIBLE EXPOSURE (MPE)

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz *Plane-wave equivalent power density

NOTE 1: **Occupational/controlled** limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

NOTE 2: **General population/uncontrolled** exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.

8.0 DEFINITIONS AND GLOSSARY OF TERMS (FROM OET BULLETIN 65)

The following is directly from OET Bulletin 65, edition 97-01 and are standard terminology used in studies of human exposure to RF electromagnetic fields, including in this report.

These definitions are adapted from those included in the American National Standards Institute (ANSI) 1992 RF exposure standard [Reference 1], from NCRP Report No. 67 [Reference 19] and from the FCC's Rules (47 CFR § 2.1 and § 1.1310).

Average (temporal) power. The time-averaged rate of energy transfer.

Averaging time. The appropriate time period over which exposure is averaged for purposes of determining compliance with RF exposure limits (discussed in more detail in Section 1 of OET 65).

Continuous exposure. Exposure for durations exceeding the corresponding averaging time.

Decibel (dB). Ten times the logarithm to the base ten of the ratio of two power levels.

Duty factor. The ratio of pulse duration to the pulse period of a periodic pulse train. Also, may be a measure of the temporal transmission characteristic of an intermittently transmitting RF source such as a paging antenna by dividing average transmission duration by the average period for transmissions. A duty factor of 1.0 corresponds to continuous operation.

Effective radiated power (ERP) (in a given direction). The product of the power supplied to the antenna and its gain relative to a half-wave dipole in a given direction.

Equivalent Isotropically Radiated Power (EIRP). The product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna.

Electric field strength (E). A field vector quantity that represents the force (**F**) on an infinitesimal unit positive test charge (**q**) at a point divided by that charge. Electric field strength is expressed in units of volts per meter (V/m).

Energy density (electromagnetic field). The electromagnetic energy contained in an infinitesimal volume divided by that volume.

Exposure. Exposure occurs whenever and wherever a person is subjected to electric, magnetic or electromagnetic fields other than those originating from physiological processes in the body and other natural phenomena.

Exposure, partial-body. Partial-body exposure results when RF fields are substantially nonuniform over the body. Fields that are nonuniform over volumes comparable to the human body may occur due to highly directional sources, standing-waves, re-radiating sources or in the near field. See RF "hot spot".

Far-field region. That region of the field of an antenna where the angular field distribution is essentially independent of the distance from the antenna. In this region (also called the free space region), the field has a predominantly plane-wave character, i.e., locally uniform distribution of electric field strength and magnetic field strength in planes transverse to the direction of propagation.

Gain (of an antenna). The ratio, usually expressed in decibels, of the power required at the input of a loss-free reference antenna to the power supplied to the input of the given antenna to produce, in a given direction, the same field strength or the same power density at the same distance. When not specified otherwise, the gain refers to the direction of maximum radiation. Gain may be considered for a specified polarization. Gain may be referenced to an isotropic antenna (dBi) or a half-wave dipole (dBd).

General population/uncontrolled exposure. For FCC purposes, applies to human exposure to RF fields when the general public is exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related.

Hertz (Hz). The unit for expressing frequency, (*f*). One hertz equals one cycle per second.

Magnetic field strength (H). A field vector that is equal to the magnetic flux density divided by the permeability of the medium. Magnetic field strength is expressed in units of amperes per meter (A/m).

Maximum permissible exposure (MPE). The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with an acceptable safety factor.

Near-field region. A region generally in proximity to an antenna or other radiating structure, in which the electric and magnetic fields do not have a substantially plane-wave character, but vary considerably from point to point. The near-field region is further subdivided into the reactive near-field region, which is closest to the radiating structure and that contains most or nearly all of the stored energy, and the radiating near-field region where the radiation field predominates over the reactive field, but lacks substantial plane-wave character and is complicated in structure. For most antennas, the outer boundary of the reactive near field region is commonly taken to exist at a distance of one-half wavelength from the antenna surface.

Occupational/controlled exposure. For FCC purposes, applies to human exposure to RF fields when persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see definition above), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Peak Envelope Power (PEP). The average power supplied to the antenna transmission line by a radio transmitter during one radiofrequency cycle at the crest of the modulation envelope taken under normal operating conditions.

Power density, average (temporal). The instantaneous power density integrated over a source repetition period.

Power density (S). Power per unit area normal to the direction of propagation, usually expressed in units of watts per square meter (W/m^2) or, for convenience, units such as milliwatts per square centimeter (mW/cm^2) or microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). For plane waves, power density, electric field strength (E) and magnetic field strength (H) are related by the impedance of free space, i.e., 377 ohms, as discussed in Section 1 of this bulletin. Although many survey instruments indicate power density units ("far-field equivalent" power density), the actual quantities measured are E or E^2 or H or H^2 .

Power density, peak. The maximum instantaneous power density occurring when power is transmitted.

Power density, plane-wave equivalent or far-field equivalent. A commonly-used terms associated with any electromagnetic wave, equal in magnitude to the power density of a plane wave having the same electric (E) or magnetic (H) field strength.

Radiofrequency (RF) spectrum. Although the RF spectrum is formally defined in terms of frequency as extending from 0 to 3000 GHz, for purposes of the FCC's exposure guidelines, the frequency range of interest is 300 kHz to 100 GHz.

Re-radiated field. An electromagnetic field resulting from currents induced in a secondary, predominantly conducting object by electromagnetic waves incident on that object from one or more primary radiating structures or antennas. Re-radiated fields are sometimes called "reflected" or more correctly "scattered fields." The scattering object is sometimes called a "re-radiator" or "secondary radiator".

RF "hot spot." A highly localized area of relatively more intense radio-frequency radiation that manifests itself in two principal ways:

- (1) The presence of intense electric or magnetic fields immediately adjacent to conductive objects that are immersed in lower intensity ambient fields (often referred to as re-radiation), and
- (2) Localized areas, not necessarily immediately close to conductive objects, in which there exists a concentration of RF fields caused by reflections and/or narrow beams produced by high-gain radiating antennas or other highly directional sources. In both cases, the fields are characterized by very rapid changes in field strength with distance. RF hot spots are normally associated with very nonuniform exposure of the body (partial body exposure). This is not to be confused with an actual thermal hot

spot within the absorbing body.

Root-mean-square (rms). The effective value, or the value associated with joule heating, of a periodic electromagnetic wave. The rms value is obtained by taking the square root of the mean of the squared value of a function.

Scattered radiation. An electromagnetic field resulting from currents induced in a secondary, conducting or dielectric object by electromagnetic waves incident on that object from one or more primary sources.

Short-term exposure. Exposure for durations less than the corresponding averaging time.

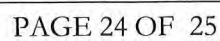
Specific absorption rate (SAR). A measure of the rate of energy absorbed by (dissipated in) an incremental mass contained in a volume element of dielectric materials such as biological tissues. SAR is usually expressed in terms of watts per kilogram (W/kg) or milliwatts per gram (mW/g). Guidelines for human exposure to RF fields are based on SAR thresholds where adverse biological effects may occur. When the human body is exposed to an RF field, the SAR experienced is proportional to the squared value of the electric field strength induced in the body.

Wavelength (λ). The wavelength (λ) of an electromagnetic wave is related to the frequency (f) and velocity (v) by the expression $v = f\lambda$. In free space the velocity of an electromagnetic wave is equal to the speed of light, i.e., approximately 3×10^8 m/s.

9.0 REFERENCES

- [1] FCC OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.
- [2] FCC 47 CFR 1.1307 Parts 1, 2, 15, 24 and 97.
- [3] FCC OET Bulletin 56, "Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields", Fourth Edition, August 1999.
- [4] FCC 47 CFR 1.1310 "Practice and procedure, Radiofrequency radiation exposure limits"
- [5] NARDA "Non-Ionizing Radiation Handbook"
- [6] Rutgers University, "Management of Electromagnetic Energy Hazards", October 1993.
- [7] Telecommunications Act of 1996
- [8] Report and Order, ET Docket 93-62, FCC 96-326, adopted August 1, 1996, 61 Federal Register 41,006 (1996), 11 FCC Record 15,123 (1997).
- [9] "Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields," NCRP Report No. 86 (1986), National Council on Radiation Protection and Measurements (NCRP), Bethesda, MD.
- [10] ANSI/IEEE C95.1-1992, "Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz." Copyright 1992, The Institute of Electrical and Electronics Engineers, Inc., New York, NY.
- [11] Tell, R.A., "CTIA's EME design and operations considerations for wireless antenna sites," Technical Report for the Cellular Telecommunications Industry Association, Washington, DC, prepared by Richard A. Tell Associates, Inc., Las Vegas, NY 1996
- [12] IEEE C95.3-2002 "Practice for Measurements and Computations of Radio Frequency Electromagnetic Fields with Respect to Human Exposure to Such Fields, 100 kHz-300 GHz" ANSI/IEEE, The Institute of Electrical and Electronic Engineers Inc., (IEEE), New York, NY 10017
- [13] IEEE C95.7-2005 "IEEE Recommended Practice for Radio Frequency Safety Programs, 3 kHz to 300 GHz" ANSI/IEEE. The Institute of Electrical and Electronic Engineers Inc., (IEEE), New York, NY 10017

10.1 SITE CONSTRUCTION DRAWINGS



22

Community St John
Baptist
J.
Eastern Pennsylvania
Power Co.

The Undersigned, being the owner
of a piece of land in the Township
of Ralston, in the County of Morris
and State of New Jersey, fronting on
the street or highway known as
Washington Turnpike and bounded

on the north by land of aforesaid Highway on the east
by land of R. H. Thompson & others on the south by
land of Jonathan Pitney & others, on the west by land
of Peter De Mott, in consideration of the sum of one
Dollar (\$1.00) Dollars, received from the Eastern Penn-
sylvaniana Power Company, a New Jersey corporation, hereby
gives and grants unto said Company its successors and
assigns, the right privilege and authority to construct,
erect, operate and perpetually maintain its electrical
transmission line together with the necessary poles,
wires, guys and fixtures, on the said street or highway
known as Washington Turnpike in front of the
premises described above, and also hereby grants unto
the said Company its successors and assigns, the right
privilege and authority to cut within any trees along
said line necessary to keep the wire thereof clear at least
Five (5) feet

Witness, my hand and seal this 4th day of September
A.D. 1913

Witness: Jas M Schafer

St. Anna's Cottages Seal
Mary Angela Mather Superior Seal
Community St John Baptist

State of Pennsylvania } ss. Be it known, that on this 14th
County of Northampton } day of January, in the year of
our Lord, One Thousand Nine

Hundred and fourteen, before me Elias B. Brunner, a For-
eign Commissioner of Deeds for New Jersey in Pennsylvania
residing in the City of Easton, in the County of Northampton
in said State of Pennsylvania residing in the City of
Easton, in the County of Northampton, in said State of Penna
personally appeared, Jas. M. Schafer of full age, who
being by me duly sworn on his oath says that he resides
at 87 Summit Ave, in the Town of Phillipsburg in the
State of New Jersey that he saw Mary Angela the s-

REC
1/22/14

22-22-7 Qd

A circular ink stamp from the U.S. Customs Service, New York Harbor. The text "U.S. CUSTOMS SERVICE" is curved along the top inner edge, and "NEW YORK HARBOR" is curved along the bottom inner edge. In the center, the date "DEC 25 1945" is stamped horizontally.

from Bonds County of Iowa and State of New Jersey all
that certain Green Series and Red known as "Red and
Black" on the East side of U.S. Route No. 261-275 at
Front of Lots No 261-275 at U.S. Route No. 261-275
near with the aforementioned in the town of Front
a half green, from the first day of December 1891
ten hundred (1000) at the rate of nine thousand five
hundred ten and 100 dollars, to be paid as follows, to wit:
Monthly installments of Eighty-five dollars (\$85.00) in
advance, and in addition Bank. Abington agrees to
pay all sums due for water used in greenhouses dur-
ing the 1st year of this lease, and the said Abington
holding for his heirs, executors and administrators, one
month of promise to pay to the said Alex. F. Schuly and
officer B. Schuly - him and assigns, the rent in the
front and at the time agreed; and that he, the said Bank
Abington, executors, and administrators, shall
will not at any time during the said term, for a de-
vice, or in any manner dispose of the leased premises
premises, or any part thereof, for less than \$100.00.

east along the said boundary line approximately 25 feet; thence (9) south 5° 16' West 335 feet along said boundary line to the point or place of beginning, containing approximately 2.9 acres. It is understood and agreed by the parties hereto that this conveyance does not give the party of the second part his successors, heirs or assigns any right of ingress or egress over the property remaining to the party of the first part. TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining; Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof, TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever; and the said GEORGE GONZALES for himself, his heirs, executors and administrators does covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that he has not made done, committed, executed or suffered any act or acts thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever. IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals the day and year first above written. Signed, Sealed and Delivered in the presence of George Gonzales (L.S.) Honora Gonzales (L.S.) Eric H. Jents

STATE OF NEW JERSEY ss. BE IT REMEMBERED, That on this 18th day of July in the year of our Lord One Thousand Nine Hundred and twenty-nine before me, the subscriber, A MASTER IN CHANCERY OF NEW JERSEY, personally appeared GEORGE GONZALES and HONORA GONZALES, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Eric H. Jents
MASTER IN CHANCERY OF NEW JERSEY

Received and Recorded August 30, 1929, at 10:36 o'clock A. M.
H. Bertram Mott, Clerk. No. 4308

St. John Baptist School Corpn \$1.00 Approved Attorney
To American Telephone & Telegraph Co. of N. J. RECEIVED of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY, One Dollar, in consideration of which, We hereby grant unto said Company, its successors and allied companies, their respective successors, assigns lessees and agents, the right, privilege and authority to operate construct and maintain an underground telephone and telegraph system, consisting of such conduits, drains, pipes, manholes, wires, cables and other fixtures and appurtenances as the grantee may from time to time require, upon, over, through and under the property which We own or in which We have any interest situated within the boundaries of the present highway known as the Morristown-Hackettstown Road in the Township of Mendham in the County of Morris and State of New Jersey; and with the further right to install and carry in such system the wires and cables of any other Company IN WITNESS WHEREOF, the St. John Baptist School Corporation, a corporation of the State of New Jersey, has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the 23rd day of August, nineteen hundred and twenty nine St. John Baptist School Seal 1929
Marguerite, Sister, C.S.J. B. Secretary ST. JOHN BAPTIST SCHOOL CORPORATION By Sister Florence Teresa President Superior C. S. J. B. N. Y.

Recd 8/30/29

DB 5-31-477

STATE OF NEW JERSEY, ss. BE IT REMEMBERED, That on this Twenty-third day of August, Nineteen hundred and twenty nine before me the subscriber, a Notary Public of New Jersey personally appeared Sister Marguerite C. S. J. B. who being by me duly sworn on her oath says that she is the Secretary of ST. JOHN BAPTIST SCHOOL CORPORATION the grantor named in the foregoing instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by Sister Florence Teresa Superior C.S.J.B.N.Y. who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that she signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent at the same time subscribed his name to said instrument as an attesting witness to the execution thereof.

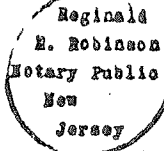
Sworn and subscribed before me
at Mendham N. J.

the date aforesaid

Reginald E. Robinson

Notary Public of N. J.

My Commission Expires March 21st, 1932



Marguerite Sister, C.S.J.B.
Secretary

Received and Recorded August 30, 1929, at 30:37 o'clock A. M.

A. Bertram Mott, Clerk. No. 4309

St. John Baptist Foundation To \$1.00 Approved..... Attorney

American Telephone & Telegraph Co. of N. J. RECEIVED of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEW JERSEY, One dollar,

in consideration of which we hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, operate and maintain and underground telephone and telegraph system, consisting of such conduits, drains, pipes, manholes, wires, cables, and other fixtures and appurtenances, as the grantee may from time to time require, upon, over, through and under the property which we own or in which we have any interest situated within the boundaries of the present highway known as the Morristown-Hackettstown Road in the Borough of Mendham, County of Morris, and State of New Jersey; and with the further right to install and carry in such system the wires and cables of any other Company. IN WITNESS WHEREOF, the Saint John Baptist Foundation, a corporation of the State of New York has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the 23rd day of August nineteen hundred twenty-nine.

Attest

Frances Maude, Sister C.S.J.B.
Secretary



SAINT JOHN BAPTIST FOUNDATION

By

James F. Atkins
President.

STATE OF NEW JERSEY, ss. BE IT REMEMBERED, That on this 23rd day of August, Nineteen hundred and twenty-nine before me the subscriber, a Notary Public of New Jersey personally appeared Sister Frances Maude, Sec. who being by me duly sworn on his oath says that she is the Secretary of the SAINT JOHN BAPTIST FOUNDATION the grantor named in the foregoing instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by James F. Atkins who was at the date thereof the President of said corporation in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed of said corporation, and that deponent at the same time subscribed her name to said instrument as an attesting witness to the execution thereof.

REC'D 8/30/29

DB 5-31-478

Sworn and subscribed before me
at Mendham N. J.
the date aforesaid
Reginald R. Robinson
Notary Public of N. J.
Notary Public of N. J.

Reginald
R. Robinson
Notary Public
New Jersey

Frances Maude Sister C.S.J.B.
Secretary

My Commission Expires March 21st, 1932

Received and Recorded August 30, 1929, at 10:37 o'clock A. M.
E. Bertram Mott, Clerk. No. 4310

The Community of St. John Baptist

\$1.00

Approved

Attorney

To
American Telephone & Telegraph Co. of N.J.

RECEIVED of the AMERICAN TELEPHONE AND
TELEGRAPH COMPANY OF NEW JERSEY, One

Dollar, in consideration of which We hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents the right, privilege and authority to construct operate and maintain an underground telephone and telegraph system, consisting of such conduits, drains, pipes, manholes wires, cables and other fixtures and appurtenances, as the grantee may from time to time require, upon, over, through and under the property which we own or in which We have any interest, situated within the boundaries of the present highway known as the Morristown-Hackettstown Road, in the Township of Mendham County of Morris and State of New Jersey; and with the further right to install and carry in such systems the wires and cables of any other Company.

IN WITNESS WHEREOF, the Community of St. John Baptist, a corporation of the state of New York, has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the 23rd day of August, nineteen hundred and twenty-nine.

ATTEST

Francis Maude, Sister C.S.J.B.
Secretary

Community
of St. John
Baptist Cor-
porate Seal
1901

THE COMMUNITY OF ST. JOHN BAPTIST

BY

Sister Florence Teresa
President.

Superior C. S. J. B.N.Y.

STATE OF NEW JERSEY ss. BE IT REMEMBERED, That on this Twenty-third day of August
COUNTY OF MORRIS Nineteen hundred and Twenty-nine before me the subscriber, a
Notary Public of the State of New Jersey personally appeared Sister Frances Maude who
being by me duly sworn on his oath says that she is the Secretary of The Community of
St. John Baptist the Grantor named in the foregoing Instrument; that she well knows the
corporate seal of said corporation; that the seal affixed to said Instrument is the
corporate seal of said corporation; that the said seal was so affixed and the said Instru-
ment signed and delivered by Sister Florence Teresa, Superior C.S.J.B.N.Y. who was at
the date thereof the President of said corporation, in the presence of this deponent, and
said President, at the same time acknowledged that she signed, sealed and delivered the
same as her voluntary act and deed, and as the voluntary act and deed of said corporation
and that deponent at the same time subscribed her name to said Instrument as an attesting
witness to the execution thereof.

Sworn and subscribed before me
at Mendham N. J.

the date aforesaid
Reginald R. Robinson
Notary Public of New Jersey
Notary Public of N. J.

My Commission Expires March 21st, 1932

Reginald
R. Robinson
Notary Public
New Jersey

Frances Maude Sister C.S.J.B.
Secretary

Received and Recorded August 30, 1929, at 10:37 o'clock A. M.
E. Bertram Mott, Clerk. No. 4311

Recd 8/30/29

DB 5-31-479

SERVICE LATERAL

Right of Way Agreement

IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, the receipt of which is hereby acknowledged, the undersigned do (docs) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, the right to enter upon premises of the undersigned in the Borough

of Mendham, County of Morris and State of New

Jersey, situated on the southerly side of West Main Street; said premises being on

record as owned by St. John Baptist School, Inc. (hereinafter called Grantor)

RECEIVED
JUN 16 11 47 AM '66
NOTARY PUBLIC
CLERK

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect and maintain such other wires or appurtenances on said poles and crossarms as said Company may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

In a southerly direction from Pole #MB-212 and lands of West Main Street; thence

crosses the lands of Grantor along the Easterly side of existing driveway

approximately 1412' to point of service on new poles to be installed on Grantor's

land by Grantor; Service lateral to serve Grantor's premises only; said pole line

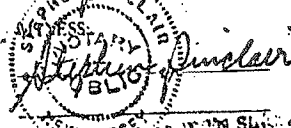
and location thereof being more particularly shown on map #L-41174 dated

March 16, 1966; attached hereto and made a part hereof

NO
REVENUE STAMPS
ON DEED

It is agreed that the Company may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such trees or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Company.

Date April 1966



ATTEST:

Sister Jane Patricia, Secretary
16 311 100-17-11-45-1966-931

_____(L.S.)
_____(L.S.)
_____(L.S.)
_____(L.S.)

ST. JOHN BAPTIST SCHOOL, INC.

By Margaret Helena Superior, C.S.A.
Mother Margaret Helena, President

Form 88-4 Rev. 3-N.J.P. & L. Co.

REC'D
6/16/66

DB 1988-931

STATE OF NEW JERSEY) ss:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 2 day of April, 1966, before me, the subscriber, personally appeared Sister Jane Patricia who, being by me duly sworn on his oath, deposes and proves to my satisfaction, that she is Secretary of St. John Baptist School, Inc.

(deponent) in Instrument, that Mother Margaret Helena is President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said her President, as and for her voluntary act and deed, and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me)
at the date aforesaid.)

Stephen J. Jankins
Notary Public of New Jersey

Jane Patricia Sister, C.S.P.
Sister Jane Patricia, Secretary

Parcel No. Madison Boro
Line: Distribution
County: Morris

RIGHT OF WAY GRANT
FOR
ELECTRIC LINES

ST. JOHN BAPTIST SCHOOL, INC.

TO

NEW JERSEY POWER & LIGHT COMPANY

Dated: April 2, 1966
RECEIVED in the Clerk's Office of the
County of New Jersey, on
the 2 day of April, A.D.,
1966, at 12 o'clock in the
noon, and recorded in Book 1899 of Deeds
for said County, on Page 933

J. Paul C. Healy
RECORD AND RETURNED
NEW JERSEY POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
MADISON AVENUE AT PUNCH DOWL ROAD
MORRISTOWN, N. J.

dg
9.00

STATE OF NEW JERSEY) ss:
COUNTY OF)

(Witness Acknowledgment)
BE IT REMEMBERED, That on this _____ day of _____, 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed.

Notary Public of New Jersey
My Commission Expires _____

STATE OF NEW JERSEY) ss:
COUNTY OF)

(Subscribing Witness Acknowledgment)
I, _____, hereby certify that on the _____ day of _____, 19____, in the County of _____ and State aforesaid, personally appeared before me, _____, whom I personally know to be the subscribing witness to the execution of the foregoing Instrument and who, being duly sworn, deposed and said that _____ he subscribed his name to the said Instrument as a subscribing witness on the date contained therein, that _____ he saw _____, sign, seal and deliver the said Instrument as _____ voluntary act and deed, and that _____ he subscribed his name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

8K Pg 933
1988 933

Public of New Jersey
My Commission Expires _____

RECEIVED

067332

AUG 14 1 25 PM '96

ALFONSO W. SCERBO
MORRIS CO. CLERK

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this 5th day of August, 1996, between Community of St. John Baptist, a not-for-profit corporation of the State of New Jersey with its principal offices located at 82 West Main Street, P.O. Box 240, Mendham, New Jersey 07945, Attention: Suzanne Elizabeth, Superior Tax ID #22-1500-501, hereinafter designated LESSOR and St. John Baptist School, a not-for-profit corporation of the State of New Jersey with its principal offices located at 82 West Main Street, P.O. Box 240, Mendham, New Jersey 07945 hereinafter designated ACCESS HOLDER and New York SMSA Limited Partnership, a limited partnership of the State of New York, with its principal offices at c/o Bell Atlantic NYNEX Mobile, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and ACCESS HOLDER and LESSEE entered into a Lease Agreement on 8/5/96 for a term of five years with automatic renewal for five (5) additional five year terms plus automatic five year renewals thereafter unless terminated in accordance with the terms of the Lease Agreement.

2. In consideration of the rental set forth in the Agreement, LESSOR and ACCESS HOLDER hereby leases to LESSEE a portion of that certain Property known as 82 West Main Street, Mendham, New Jersey, and being described as a 100' by 100' parcel containing 10,000 square feet described as part of Block 1801, Lot 5.01, as shown on the tax map of the Borough of Mendham, and more substantially as described in Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress over Block 1801, Lot 5.01 and Block 1801 Lot 5. Being the same premises conveyed to LESSOR by deed of St. John Baptist Foundation, dated September 8, 1949 and recorded in the Office of Clerk of Morris County, in Deed Book D-47 at Page 397.

3. The Lease commences on 8/5/96 and a copy of the Lease is on file in the office of the LESSOR and LESSEE.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Pack
25-

DB4425 P078

REC'D 8/14/96

DB 4425-78

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on 8/5/96.

LESSOR: Community of St. John Baptist, a not-for-profit corporation of the State of New Jersey

Heinrich Berg
WITNESS Asst.
WILLARD BERGMAN, III. Secretary
ATTORNEY AT LAW OF NEW JERSEY

ACCESS HOLDER:

BY: Suzanne Elizabeth Superior, President
Suzanne Elizabeth, Superior, President

St. John Baptist School, a not-for-profit corporation of the State of New Jersey

Heinrich Berg
WITNESS Asst.
WILLARD BERGMAN, III. Secretary
ATTORNEY AT LAW OF NEW JERSEY

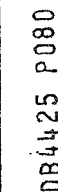
BY: Suzanne Elizabeth Superior, President
Suzanne Elizabeth, Superior, President

New York SMSA Limited Partnership
by Cellico Partnership,
its managing general partner
by Bell Atlantic NYNEX Mobile, Inc.,
its managing general partner

Richard J. Lynch
WITNESS

BY: Richard J. Lynch
Richard J. Lynch
Executive Vice President and
Chief Technical Officer

DB4425 P079



“A”

SCHEDULE OF READINGS				
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• Bell Atlantic NYNEX Mobile
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

TOWARD A BETTER
 WIRELESS

LEASE EXHIBIT
WENHAM BOROUGH CELL SITE

WENHAM CELL SITE
ROUTE 2 - WEST
BOROUGH OF WENHAM
NORFOLK COUNTY, N.J.

State of New Jersey
County of Somerset

On this 6th day of August, 1996, before me appeared Richard J. Lynch to me personally known, who, being by me duly sworn, did say that he is Executive Vice President & Chief Technical Officer of Bell Atlantic NYNEX Mobile, Inc., a corporation, managing general partner of Cellico Partnership, managing general partner of New York SMSA Limited Partnership and that said instrument was signed on behalf of said corporation, partnership and limited partnership and said Richard J. Lynch acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

Notary Public

Dolores McDonnell-Roehr
My commission expires:

DOLORES McDONNELL-ROEHR
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 30, 1997

DB4425 P081

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on 015, 1996, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) she is the President of St John Baptist School, a not-for-profit corporation of the State of New Jersey the corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Suzanne Elizabeth, Superior, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Willard Bergman, Jr.
Asst. Secretary

Signed and sworn to before me
on 015, 1996.

Kathleen Grant
Notary Public of New Jersey
My commission expires _____

KATHLEEN GRANT
A Notary Public of New Jersey
My Commission Expires October 8, 1996

R. R. Hering Dupignac & Stanzone Eggo
Hering Building
64 Washington St.
C.W. 2015
Tom River NJ 08754 2015

DB4425 P082

STATE OF NEW JERSEY)
COUNTY OF North) SS.

I CERTIFY that on 8/5, 1996, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) she is the President of Community of St John Baptist School, a not-for-profit corporation of the State of New Jersey the corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Suzanne Elizabeth, Superior, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Willard Bergman, Jr.
Asst. Secretary

Signed and sworn to before me
on 8/5, 1996.

[Signature]
Notary Public of New Jersey
My commission expires _____.

KATHLEEN GRANT
A Notary Public of New Jersey
My Commission Expires October 8, 1998

c:\wpdocs\bellatla\mendham\memo-1.wp

END OF DOCUMENT

084425 P083

MORRIS COUNTY, NEW JERSEY
JOAN BRAMHALL, COUNTY CLERK
AGR-OR BOOK 21541 PG 0975
RECORDED 05/12/2010 13:27:19
FILE NUMBER 2010030129
RCPT #: 517804; RECD BY: ann
RECORDING FEES 70.00
MARGINAL NOTATION CD 0.00 ST 0.00

After Recording return to:
Myron Lampkin
Stewart National Title Services
1980 Post Oak Blvd., Suite 610
Houston, TX 77056
RE:

Cross Reference: Book 4425, Page 78.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LAND LEASE AGREEMENT ("Amended Memorandum") is made effective this 22ND day of DECEMBER, 2008, by and between the Community of St. John Baptist, a New Jersey non-profit corporation ("Lessor"), with a mailing address of 82 West Main Street, P.O. Box 240, Mendham, New Jersey 07945, St. John Baptist School, a New Jersey non-profit corporation, with its principal offices located at 82 West Main Street, P.O. Box 240, Mendham, New Jersey 07945 ("Access Holder"), and Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Lessor, Access Holder and New York SMSA Limited Partnership, a New York limited partnership ("New York SMSA"), entered into that certain Land Lease Agreement dated August 5, 1996 (as amended and assigned, the "Agreement"), whereby Lessor and Access Holder leased to New York SMSA an approximately 100 feet by 100 feet (10,000 square feet) portion of that property (said leased portion being the "Property", which defined term shall include, without limitation, any and all access, utility and/or maintenance easements and/or rights of way granted in the Agreement) located at 82 West Main Street, Borough of Mendham (Tax Map Block 1801, Lot 5.01), Morris County, New Jersey, which property is described in Deed Book D-47, Page 397 in the Morris County Clerk's Office ("Clerk's Office"). Notice of the Agreement is provided by, and the Property is described in that certain Memorandum of Lease Agreement ("Memorandum"), dated August 5, 1996, and recorded in Deed Book 4425, Page 78 in the Clerk's Office; and

Site Name: NNJ Mendham 1-A
BU: 806339
PPAB 1489407v1

- 1 -

REC'D 5/12/10
Book21541/Page975

DEED
OR 21541-975 (5)

WHEREAS, New York SMSA assigned all of its right, title, and interest in the Agreement to Lessee pursuant to an unrecorded assignment instrument dated March 31, 1999; and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on August 4, 2026 ("Original Term"), and Lessor, Access Holder and Lessee now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other certain changes; and

WHEREAS, Lessor and Lessee made and entered into a First Amendment to Land Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease unto Lessee, its successors and assigns, the Property for Fifteen (15) additional five (5)-year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may extend for a term of One Hundred Five (105) years, expiring on August 4, 2101, unless sooner terminated as provided in the Agreement, provided however, that upon expiration of the extension terms, the Agreement shall automatically renew for five (5)-year terms unless either party provides notice of termination to the other party, as provided in the Agreement.

2. The description of the Property is as provided in that certain Memorandum of Lease Agreement ("Memorandum"), dated August 5, 1996, and recorded in Deed Book 4425, Page 78 in the Clerk's Office.

3. Lessor has agreed to provide Lessee with a right of first refusal to purchase a fee simple interest in Lessor's Property (as defined in the First Amendment) or the Property or a perpetual easement for the Property, the details of which are provided for in the First Amendment.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties hereto have executed this Amended Memorandum as of the date first above written.

Lessor:

Community of St. John Baptist,
a New Jersey non-profit corporation

By: Barbara Jean Packer

Print: Barbara Jean Packer

Title: President

STATE OF NEW JERSEY, COUNTY OF Morris SS.:

I certify that on 11-17, 2008, personally came before me
CHARLES J. RODGERS and stated to my satisfaction that this person:

(a) was the maker of the attached instrument; and

(b) was authorized to and did execute this instrument as LESSOR
of the entity named in this instrument.

WITNESS my hand and notarial seal this 17 day of NOVEMBER 2008.

Notary Public Charles J. Rodgers

Print Name:

My Commission Expires:

[Affix Seal]

CHARLES J. RODGERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2012

Access Holder:

St. John Baptist School,
a New Jersey non-profit corporation

By: Barbara Jean Pacheco

Print: Barbara Jean

Title: President

STATE OF NEW JERSEY, COUNTY OF Morris SS.:

I certify that on Nov. 17, 2008, personally came before me
CHARLES J. Rodgers and stated to my satisfaction that this person:

(a) was the maker of the attached instrument; and

(b) was authorized to and did execute this instrument as Lessor
of the entity named in this instrument.

WITNESS my hand and notarial seal this 17 day of NOVEMBER, 2008.

Notary Public

Print Name:

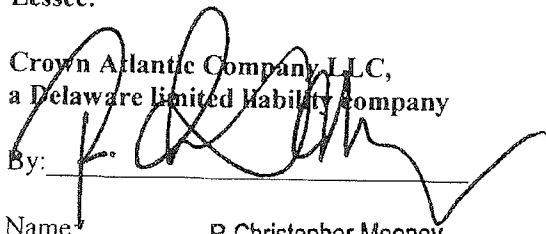
My Commission Expires:

[Affix Seal]

CHARLES J. RODGERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2012

Lessee:

Crown Atlantic Company LLC,
a Delaware limited liability company

By: 

Name: R. Christopher Mooney
Title: Director - Land Acquisition Operations

[FOR NEW JERSEY ONLY:]

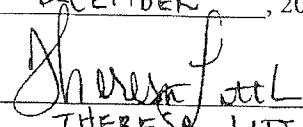
STATE OF TEXAS, COUNTY OF HARRIS SS.:

I certify that on DECEMBER 22, 2008, personally came before me
R. CHRISTOPHER MOONEY and stated to my satisfaction that this person:

(a) was the maker of the attached instrument; and

(b) was authorized to and did execute this instrument as DIRECTOR
of the entity named in this instrument.

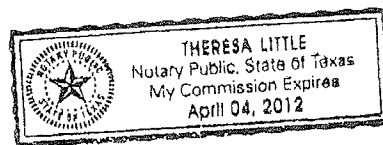
WITNESS my hand and notarial seal this 22ND day of DECEMBER, 2008.

Notary Public 

Print Name: THERESA LITTLE

My Commission Expires: 4-4-12

[Affix Seal]



Site Name: NNJ Mendham A-1
BU: 806339
PPAB 1489407v1

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq.
Morris County Clerk

MORRIS COUNTY, NJ
Ann F. Grossi
LEA-OR BOOK 24346 PG 1964
RECORDED 02/16/2022 10:44:25
FILE NUMBER 2022013274
RCPT # 1701713; RECD BY: LSIMMS eRecord
RECORDING FEES 100.00
INDEX FEE

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document:
12/23/2021

Type of Document:
LEASE

First Party Name:
TPA V LLC

Second Party Name:
COMMUNITY OF ST JOHN BAPTIST

ADDITIONAL PARTIES

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:

Lot:

Municipality: MENDHAM BORO

Consideration:

Mailing Address of Grantee:

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN
ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:

Original Page:

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and
is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the
attached document or the document will be rejected and returned.

Recd 2/16/22

DEED
OR 24346-1964

Record and Return to:

Name: Joseph Mangus
Address: TITLEVEST AGENCY, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title #: TNJ831507

Prepared by:

Jon L. Lober
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

ASSIGNMENT OF LEASE

To be effective on December 23, 2021, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA V, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor COMMUNITY OF ST. JOHN BAPTIST, a New Jersey non-profit corporation, with principal offices located at 82 West Main Street, Mendham, New Jersey 07945 and ST. JOHN BAPTIST SCHOOL, a New Jersey non-profit corporation, with principal offices located at 82 West Main Street, Mendham, New Jersey 07945 (collectively, hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain Land Lease Agreement dated August 5, 1996 by and between Community of St. John Baptist, a not-for-profit corporation of the State of New Jersey and New York SMSA Limited Partnership, a limited partnership of the State of New York, as evidenced by a certain Memorandum of Lease Agreement, aforesaid date and parties, recorded August 14, 1996 in Deed Book 4425, Page 78, Official Public Records of Morris County, New Jersey; amended by a certain First Amendment to Land Lease Agreement dated December 22, 2008 by and between the Community of St. John Baptist, a New Jersey non-profit corporation, St. John Baptist School, a New Jersey non-profit corporation and Crown Atlantic Company LLC, a Delaware limited liability company, as evidenced by a certain Memorandum

Asset File #: TwPA0036565

DEED
OR 24346 @ 1965

of First Amendment to Land Lease Agreement, aforesaid parties, recorded May 12, 2010 in Deed Book 21541, Page 0975, aforesaid records.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of ninety-nine (99) years and the assignment terminates on December 23, 2120.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 17 day of December, 2021.

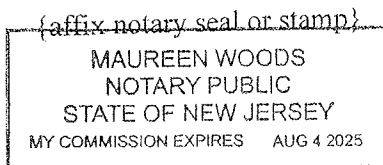
Assignor: COMMUNITY OF ST. JOHN BAPTIST

Sister Monica Clare

Sister Monica Clare
Mother Superior
82 West Main Street
Mendham, NJ 07945

STATE OF NEW JERSEY
COUNTY OF MORRIS } ss.

On this 17 day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Sister Monica Clare, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Mother Superior of Community of St. John Baptist.



Maureen Woods
Notary Public
My Commission Expires: 8/4/2025

Asset File #: TwPA0036565

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 17 day of December, 2021.

Assignor: ST. JOHN BAPTIST SCHOOL

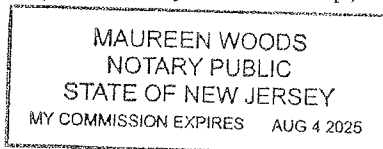
Sister Monica Clare

Sister Monica Clare
Mother Superior
82 West Main Street
Mendham, NJ 07945

STATE OF NEW JERSEY
COUNTY OF MORRIS } ss.

On this 17 day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Sister Monica Clare, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Mother Superior of St. John Baptist School.

{affix notary seal or stamp}



Maureen Woods
Notary Public
My Commission Expires: 8/4/2025

Asset File #: TwPA0036565

Assignee: TPA V, LLC

STATE OF GEORGIA
COUNTY OF FULTON

} SS.

On this 16th day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.

Notary Public

Notary Public
My Commission Expires: 4.4.25

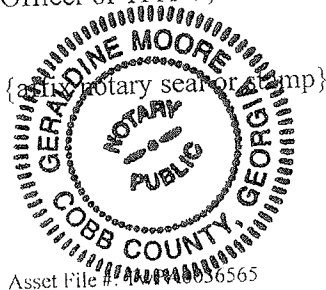


EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the Borough of Mendham, County of Morris, State of New Jersey, and is described as follows:

Being the land described and shown as a 100' X 100' parcel together with the non-exclusive right for ingress and egress over Block 1801, Lots 5.01 and 5 in Deed Book 4425, Page 78, and being part of the premises conveyed in Deed Book D-47, Page 397.

For Informational Purposes Only: Being part of Lots 5.01, 5.01 Qual Qfarm, CT-1, CT-2, CT-4 and CT-5, Block 1801 on a Tax map of the Borough of Mendham, County of Morris, State of New Jersey.

Asset File #: TwPA0036565

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Land Lease Agreement dated August 5, 1996 by and between Community of St. John Baptist, a not-for-profit corporation of the State of New Jersey and New York SMSA Limited Partnership, a limited partnership of the State of New York, as evidenced by a certain Memorandum of Lease Agreement, aforesaid date and parties, recorded August 14, 1996 in Deed Book 4425, Page 78, Official Public Records of Morris County, New Jersey; amended by a certain First Amendment to Land Lease Agreement dated December 22, 2008 by and between the Community of St. John Baptist, a New Jersey non-profit corporation, St. John Baptist School, a New Jersey non-profit corporation and Crown Atlantic Company LLC, a Delaware limited liability company, as evidenced by a certain Memorandum of First Amendment to Land Lease Agreement, aforesaid parties, recorded May 12, 2010 in Deed Book 21541, Page 0975, aforesaid records.



Prepared By:

ANTHONY J. SPOSARO, ESQ.

ACCESS, GRADING AND MAINTENANCE EASEMENT

THIS GRANT OF EASEMENT made this 21th day of June, 2004, by and between: St. John the Baptist School, whose address is Post Office Box 240, Mendham, New Jersey 07945 (hereinafter referred to as the "Grantor"), and Brian J. Graham and M. Lorraine Graham whose address is 83 Ironia Road, Mendham, New Jersey 07945, (hereinafter referred to as the "Grantees").

WITNESSETH:

WHEREAS, the Grantor is owner in fee simple of certain property designated on the Borough of Mendham Tax Map as Block 1801, Lot 5; and

WHEREAS, the Grantees are the owners in fee simple of certain property designated on the Borough of Mendham Tax Map as Block 1801, Lot 6; and

WHEREAS, Grantor desires to convey to Grantees an access, grading and maintenance easement over Lot 5 in Block 1801 in the Borough of Mendham subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of **ONE DOLLAR and 00/100 (\$1.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby gives, grants and convey to the Grantees, their successors and assigns, ~~an easement~~, an access, grading and maintenance easement, subject to the following terms and conditions:

1. This easement is dedicated for the purpose of permitting Grantees access to grade Lot 5 in Block 1801 in the Borough of Mendham along its boundary line with Lot 6, where reasonably necessary and incidental to the construction of a driveway across Lot 6 in Block 1801 so as to provide access to a residential lot. Grantees propose subdividing from lot 6. This easement shall be 20 (twenty) feet wide and extend 209.06 feet south from the northerly sideline of Lot 5 in Block 1801, along the boundary line between Lots 5 and 6 in Block 1801. This easement shall also be 20 (twenty) feet wide and extend 110 feet from the boundary line with Lot 6 along the northerly sideline of Lot 5 in Block 1801, also being the southerly right of way line of West Main Street in the Borough of Mendham.

This easement is depicted in a Minor Subdivision Plan entitled, "Saint Hilda's Lodge", prepared by Yannaccone, Villa & Aldrich, LLC dated June 7, 2004.

2. Any portion of Lot 5 in Block 1801 disturbed by Grantees while exercising their rights pursuant to this easement shall be promptly restored by Grantees at their sole cost and expense.

3. Grantees shall indemnify and hold Grantor harmless for any and all claims arising from the exercise of any rights conferred herein.

4. Grantees agree for themselves and their successors and assigns to exercise all due care to protect the property of Grantor during the grading of, or any future maintenance to, the easement. Grantees further agree for themselves and their successors and assigns that they will not create any nuisance or do any act that will be detrimental to the premises.

5. Grantor promises that is has done no act to encumber the property. This promise is called a "Covenant to Grantor's Act" (N.J.S.A. 46:4-6). This means that Grantor has not allowed anyone else to obtain any legal rights which affect the property, such as by making a mortgage or allowing a judgment to be entered against Grantor.

REC'D 8/12/04

DB06137P095

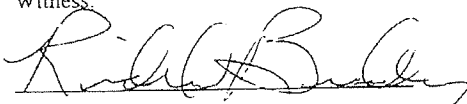
DB 6/30/04
410
(2)

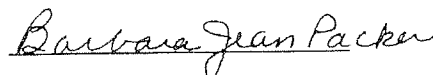
6. This easement and the rights and obligations granted herein shall run with the land and shall be binding upon all the parties hereto, their successors, heirs, transferees and assigns.

Subject to zoning ordinances, easements, restrictions, covenants and conditions of record, if any.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed, sealed and acknowledged on the day and year as indicated on the acknowledgement below.

Witness:


Richard Bradley


FOR GRANTOR ST. JOHN THE
BAPTIST SCHOOL

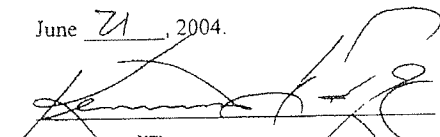
STATE OF NEW JERSEY, COUNTY OF MORRIS:

SS:

I certify that on June 21st, 2004, Barbara Jean Packer personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) is the President of St. John the Baptist School; (b) executed this easement on behalf of St. John the Baptist School; (c) made this easement for \$1.00, as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in (N.J.S.A. 46: 15-5)); and, (d) signed, sealed and delivered this document on behalf of the Grantor St. John the Baptist School.

Signed and sworn before me on

June 21, 2004.


KENNETH HODGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 12, 2006

JOAN BRAMHALL - MORRIS COUNTY CLERK
DATE 08 19 2004 TIME 11 19 AM PAGES 2

45.00 COFE COUNTY FEES
15.00 STPG NUMBER OF PAGES STATE
60.00 TOTAL RECORDING FEES
NJ CK/7023

RECORD & RETURN TO:

Anthony J. Sposaro, Esquire
P.O. Box 487
Chester, New Jersey 07930

DB06137P096

END OF DOCUMENT



Prepared By:

ANTHONY J. SPOSARO, ESQ.

SEWER LINE EASEMENT

THIS GRANT OF EASEMENT made this 21th day of June, 2004, by and between: St. John the Baptist School, whose address is Post Office Box 240, Mendham, New Jersey 07945 (hereinafter referred to as the "Grantor"), and Brian J. Graham and M. Lorraine Graham whose address is 83 Ironia Road, Mendham, New Jersey 07945, (hereinafter referred to as the "Grantees").

WITNESSETH:

WHEREAS, the Grantor is owner in fee simple of certain property designated on the Borough of Mendham Tax Map as Block 1801, Lot 5; and

WHEREAS, the Grantees are the owners in fee simple of certain property designated on the Borough of Mendham Tax Map as Block 1801, Lot 6; and

WHEREAS, Grantor desires to convey to Grantees a sewer line easement over Lot 5 in Block 1801 in the Borough of Mendham subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of **ONE DOLLAR and 00/100 (\$1.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby gives, grants and convey to the Grantees, their successors and assigns, in perpetuity, a sewer line easement, being a 10 (ten) foot wide sanitary sewer easement along the northerly sideline of Lot 5 in Block 1801, also being the southerly right of way line of West Main Street in the Borough of Mendham, for the purposes set forth herein.

Grantor grants and conveys to Grantees the right, but not the obligation, to construct, reconstruct and maintain in perpetuity a sanitary sewer line and such additional appurtenances as may be necessary to construct, reconstruct and maintain that line in, upon and across the property described above, including the right of ingress and egress to, from and across said property for the purposes described in this paragraph. Except for emergencies, Grantor will give Grantees reasonable notice of its intent to exercise its right of entry hereunder. Said notice shall be given to Grantees at the address shown above, or such other place as Grantees shall designate in writing.

Grantees agree to hold harmless, defend and indemnify Grantor against any and all damages and/or liability arising out of its construction and use of the sewer line provided for in this easement, including all costs of defending any claims including reasonable attorneys fees. This obligation shall also apply to all of Grantees' successors and assigns as to any construction and/or use by the easement by them.

Grantees agree for themselves and their successors and assigns to exercise all due care to protect the property of Grantor during the installation of, or any future maintenance to, the easement or any improvements located therein. Grantees further agree for themselves and their successors and assigns after doing any work in connection with the easement to restore the premises to substantially the same condition in which the same were found before such work was undertaken and that they will not create any nuisance or do any act that will be detrimental to the premises.

From and after the date of this easement, Grantor and its successors and assigns shall not build any buildings, structures or other improvement on or across the area of the easement as presently shown or as it may be sporadically moved and/or realigned; provided however, the sewer line will be constructed in a manner that motor vehicle traffic would be able to drive across it, if topographic conditions would permit.

Recd 8/19/04

DB 6137-97

DB06137P097

110

(2)

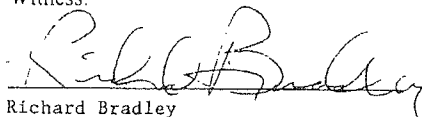
Grantor promises that is has done no act to encumber the property. This promise is called a "Covenant to Grantor's Act" (N.J.S.A. 46:4-6). This means that Grantor has not allowed anyone else to obtain any legal rights which affect the property, such as by making a mortgage or allowing a judgment to be entered against Grantor.

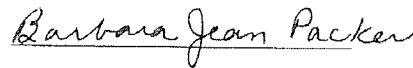
This easement and the rights and obligations granted herein shall run with the land and shall be binding upon all the parties hereto, their successors, heirs, transferees and assigns.

Subject to zoning ordinances, easements, restrictions, covenants and conditions of record, if any.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed, sealed and acknowledged on the day and year as indicated on the acknowledgement below.

Witness:


Richard Bradley



FOR GRANTOR ST. JOHN THE
BAPTIST SCHOOL

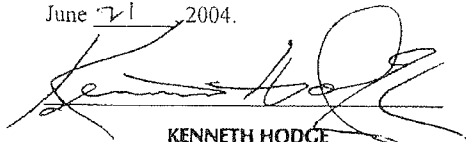
STATE OF NEW JERSEY, COUNTY OF MORRIS:

SS:

I certify that on June 21, 2004, Barbara Jean Packer personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) is the President of St. John the Baptist School; (b) executed this easement on behalf of St. John the Baptist School; (c) made this easement for \$1.00, as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in (N.J.S.A. 46: 15-5)); and, (d) signed, sealed and delivered this document on behalf of the Grantor St. John the Baptist School.

Signed and sworn before me on

June 21, 2004.


KENNETH HODCE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 12, 2006

JOAN BRAMHALL - MORRIS COUNTY CLERK
DATE 08 19 2004 TIME 11 19 AM PAGES 2
45.00 COFE COUNTY FEES
15.00 STPG NUMBER OF PAGES STATE
60.00 TOTAL RECORDING FEES
NJ CM7023

RECORD & RETURN TO:

Anthony, J. Sposaro, Esquire
P.O. Box 487
Chester, New Jersey 07930

DB06137P098

END OF DOCUMENT

Prepared By: C Mart
Christopher S. Martone, Esq.

MORRIS COUNTY, NEW JERSEY
JOAN BRAMHALL, COUNTY CLERK
EAS-OR BOOK 21064 PG 0622
RECORDED 04/18/2008 15:36:34
FILE NUMBER 2008029208
RCPT #: 268368; REC'D BY: natasha
RECORDING FEES 90.00
MARGINAL NOTATION CD 0.00 ST 0.00

Access Easement

THIS Easement is entered into effective as of January 15th, 2008 by and between Daytop Village Foundation, Inc., a corporation of the State of New York, having an address of 54 West 40th Street, New York, NY 10018; the Community of St. John Baptist (the "Grantor"), a corporation of the State of New Jersey, having an address of PO Box 240, Mendham, New Jersey 07945, St. John Baptist School ("Grantor"), a not-for-profit corporation of the State of new jersey, having an address of PO Box 240, Mendham, New Jersey 07945 and Daytop Village of New Jersey, Inc. (the "Grantee"), a corporation of the State of New York, having an address of 80-88 West Main Street, Mendham, New Jersey 07945.

WITNESSETH

WHEREAS, Grantor is the owner of Lot 5 in Block 1801 on the Tax Map of the Borough of Mendham and Grantee is a lessee of a building located on portion of Lot 5 in Block 1801 on the said Tax Map; and

WHEREAS, Grantor agrees to permit such access pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Access to Premises.** Grantor hereby grants and conveys to Grantee a perpetual and non-exclusive access agreement and right of way to enter upon and travel over the lands encompassing the Access Agreement, which is described on Schedule A attached hereto (the "Easement Area"), for the purpose of permitting Grantee and Grantee's agents, servants, employees and members of the public access over Block 1801 Lot 5 to West Main Street.
2. **Insurance and Indemnification.** Grantee agrees to defend, indemnify and hold harmless the Grantor from injuries, damages and loss, including costs and attorneys' fees, arising from the willful or negligent acts and omissions of Grantee's or Grantee's agents, employees and members of the public.
3. **Notices.** All notices, requests and other communications that Grantee is required or elects to deliver shall be in writing and shall be delivered a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to Grantor at its address set forth in paragraph Three above.
4. **Default.** In the event of a default by Grantee in the performance of any term or condition of this Agreement, Grantor may immediately terminate the Permit.

EASEMENT
BETWEEN OWNER
& DAYTOP
TERMINATES
WHEN DAYTOP
NO LONGER
LEASES (?).

R&R

SIEGEL & BERGMAN, LLC
Attorneys at Law
365 South Street
Morristown, New Jersey 07960

DEED
OR 21064-622

(5)

Rec'd 4/18/08

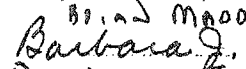
5. **Assignment.** Grantee shall not assign its rights under this Agreement without Grantor's prior written consent, which consent Grantor may grant or withhold in its sole discretion.
6. **Amendments.** This Access Easement may not be modified or amended in any respect whatsoever, unless such modification is reduced to writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be duly executed as of the day and year first above written.

Daytop Village Foundation, Inc.

By: 

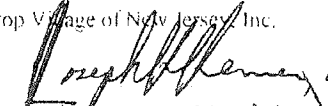
Community of St. John Baptist

By: ^{Brian Magoon}

Barbara J. Packer, Pres.
Barbara J. Packer, Pres.

St. John Baptist School

By: 
Barbara J. Packer, Pres.
Barbara J. Packer, Pres.

Daytop Village of New Jersey, Inc.

By: 
JOSEPH HANNON

State of New York County of New York SS.:

I certify that on January 15, 2008 Joseph Hannon personally came before me acknowledge under oath, to my satisfaction, that this person: (a) was the subscriber of the attached instrument (b) was authorized to and did execute this instrument as VP - Daytop Village of New Jersey, Inc. and (c) executed this as the act of the entity named in this instrument.


Notary Public

STEVEN WINSTON
Notary Public, State of New York
No. 4973309
Qualified in Orange County
Commission Expires October 16, 20 10

STEVEN WINSTON
State of New York
4973309
Orange County
Commission Expires October 16, 20 10

STATE OF NEW ~~JERSEY~~ ^{York} :

COUNTY OF ~~ESSEX~~ ^{New York} :

SS.

BE IT REMEMBERED, that on this 15th day of January 2008 before me, the subscriber, personally appeared Brian Madden who, I am satisfied, is the person who signed the within instrument as Executive Vice President of Dapper Village Foundation, Inc., the non profit corporation named therein and he thereupon acknowledged that the said instrument made by the non-profit corporation, was signed, sealed and delivered by him as the Executive VP and is the voluntary act and deed of the non-profit corporation, made by virtue of authority from its trustees.

STEVEN WINSTON
Notary Public, State of New Jersey
No. 4973309
Qualified in Orange County
Commission Expires October 16, 2010

[Signature]
Name:
Notary Public of New Jersey
My Commission Expires: 10-16-2010

STATE OF NEW JERSEY :

COUNTY OF ~~ESSEX~~ ^{Morris} :

SS.

BE IT REMEMBERED, that on this 8th day of April 2008 before me, the subscriber, personally appeared Barbara J. Pachter who, I am satisfied, is the person who signed the within instrument as President of Community of St. John Baptist, the non profit corporation named therein and he thereupon acknowledged that the said instrument made by the non-profit corporation, was signed, sealed and delivered by her as the President and is the voluntary act and deed of the non-profit corporation, made by virtue of authority from its trustees.

[Signature]
Name:
Notary Public of New Jersey
My Commission Expires: _____

WILLARD BERGMAN, JR.
ATTORNEY AT LAW OF NEW JERSEY

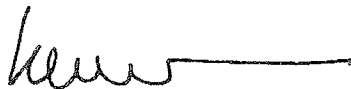
STATE OF NEW JERSEY :

SS.

MORRIS

COUNTY OF ~~ESSEX~~ :

BE IT REMEMBERED, that on this 8th day of APRIL 2008 before me, the subscriber, personally appeared Barbara J. Packer who, I am satisfied, is the person who signed the within instrument as President of St. John Baptist School, the non profit corporation named therein and he thereupon acknowledged that the said instrument made by the non-profit corporation, was signed, sealed and delivered by her as the President and is the voluntary act and deed of the non-profit corporation, made by virtue of authority from its trustees.



Name: _____

Notary Public of New Jersey

My Commission Expires: _____

WILLARD BERGMAN, JR.
ATTORNEY AT LAW OF NEW JERSEY

STATE OF NEW JERSEY :

SS.

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____ 20__ before me, the subscriber, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as _____ of _____, the non profit corporation named therein and he thereupon acknowledged that the said instrument made by the non-profit corporation, was signed, sealed and delivered by _____ as the _____ and is the voluntary act and deed of the non-profit corporation, made by virtue of authority from its trustees.

Name: _____

Notary Public of New Jersey

My Commission Expires: _____



124 Morris Turnpike
Randolph, NJ 07869
(973) 895-7700
Fax: (973) 895-4297
e-mail: spillane@spillaneengineering.com

December 18, 2007
Revised January 24, 2008
Revised March 12, 2008

ACCESS EASEMENT DESCRIPTION

BLOCK 1801, LOT 5

BOROUGH OF MENDHAM, MORRIS COUNTY, NEW JERSEY

Beginning at a point in the southerly sideline of West Main Street, running thence:

1. South 07 degrees 34 minutes 38 seconds West 1,662.67 feet to a point; thence
2. North 86 degrees 03 minutes 00 seconds West 658.25 feet to a point; thence
3. North 09 degrees 30 minutes 00 seconds East 398.19 feet to a point; thence
4. North 66 degrees 17 minutes 09 seconds East 565.50 feet to a point; thence

North 09 degrees 20 minutes 54 seconds East 997.86 feet to the southerly sideline of West Main Street; thence

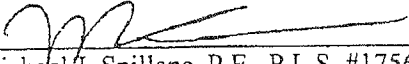
North 80 degrees 36 minutes 00 seconds East 92.58 feet running along West Main Street, to a point; thence

5. North 86 degrees 24 minutes 00 seconds East 42.36 feet to the point and place of beginning.

Containing 507,582.4 square feet (11.7 acres) of land, more or less.

This is a Metes and Bounds Description Lease Area for Daytop Village, Inc.

Prepared By:


Michael J. Spillane, P.E., P.L.S. #17569



Prepared By:

Willard Bergman, Jr.

ACCESS EASEMENT

This Easement is made as of this 10th day of January, 2002 by and between **ST. JOHN BAPTIST SCHOOL**, a not-for-profit corporation of the State of New Jersey, having an address of PO Box 240, Mendham, New Jersey 07945 (hereinafter "School") and **COMMUNITY OF ST. JOHN BAPTIST**, a corporation of the State of New Jersey, having an address of PO Box 240, Mendham, New Jersey 07945 (hereinafter "Community").

WITNESSETH:

WHEREAS, School is the owner of Lot 6 in Block 1801 on the Tax Map of the Borough of Mendham and Community is the owner of adjoining Lot 5.01 on the said Tax Map; and

WHEREAS, in connection with the proposed sale of Lot 6, Community has agreed to convey approximately 2.62 acres of land from Lot 5.01 to become part of Lot 6, after which conveyance Lot 6 will consist of 3.00 acres of land and will conform to the minimum lot area size required in the zone district in which the said Lot 6 is located; and

WHEREAS, School and Community have obtained the approval of the Mendham Borough Planning Board to implement the aforesaid minor subdivision/lot line adjustment as reflected by the Resolution adopted by the said Board at its November 14, 2001 meeting. In connection with said approval, School is to grant to Community a fifty foot wide access easement (the "Access Easement") to the rear of said Lot 5.01, over adjacent Lot 5 which is owned by School; and

WHEREAS, School agrees to permit such access as more specifically provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. School hereby grants and conveys to Community a perpetual and non-exclusive access easement and right-of-way to enter upon and travel over the lands encompassing the Access Easement, which is described on Schedule A attached hereto (the "Easement Area"), for the purpose of permitting Community and Community's agents, servants, employees, and members of the public to access Lot 5.01.

pdck
45.00

Rec'd 2/28/02

DB05568P235

DB05568-235

50 FOOT ACCESS EASEMENT ON LOT 5 BLOCK 1801, WEST MAIN STREET,
BOROUGH OF MENDHAM, MORRIS COUNTY, NEW JERSEY

Beginning at a point in the southerly sideline of West Main Street said point being distant 304.76 feet easterly along same from the intersection of the southerly sideline of West Main Street with the easterly line of Lot 6 in Block 1801 and running thence

1. Along the southerly sideline of West Main Street North $80^{\circ} 36' 00''$ East 43.23 feet to a point, thence
2. Still along the southerly sideline of West Main Street North $86^{\circ} 24'$ East 8.81 feet to a point, thence
3. South $7^{\circ} 31' 00''$ West 565.27 feet to a point, thence
4. South $48^{\circ} 34' 00''$ West 383.10 feet to a point, thence
5. South $56^{\circ} 52' 00''$ West 118.60 feet to a point in the easterly line of Lot 5.01 in Block 1801, thence
6. Along the easterly line of said Lot 5.01 North $7^{\circ} 31' 00''$ East 65.90 feet to a point, thence
7. North $56^{\circ} 52' 00''$ East 72.04 feet to a point, thence
8. North $48^{\circ} 34' 00''$ East 360.75 feet to a point, thence
9. North $7^{\circ} 31' 00''$ East 532.28 feet to the point and place of Beginning.

This description is in accordance with a plan titled "Minor Subdivision Lots 5.01 & 6 Block 1801, Borough of Mendham Lot 21, Block 104, Township of Mendham, West Main Street, Morris County, New Jersey" dated July 25, 2001 last revised November 12, 2001 prepared by Murphy & Hollows Associates, Inc., Civil Engineering and Surveying, 192 Central Avenue, Stirling, New Jersey 07980.

Schedule A

DB05568P236

2. The provisions of this Access Easement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

3. This Access Easement may not be modified or amended in any respect whatsoever, unless such modification is reduced to writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be duly executed as of the day and year first above written.

Community of St. John Baptist

By: Barbara Jean Packer
Sr. Superior Barbara Jean Packer, President

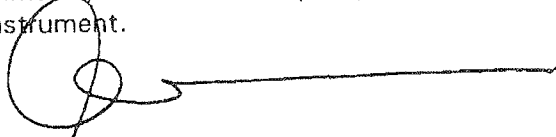
St. John Baptist School

By: Barbara Jean Packer
Sr. Superior Barbara Jean Packer, President

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I certify that on January 10, 2002, Sr. Superior Barbara Jean Packer personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) was the subscriber of the attached instrument (b) was authorized to and did execute this instrument as President of Community of St. John Baptist; and (c) executed this as the act of the entity named in this instrument.



Willard Bergman, Jr.
Attorney at Law of New Jersey

DB05568P237

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I certify that on January 10, 2012, Sr. Superior Barbara Jean Packer personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) was the subscriber of the attached instrument (b) was authorized to and did execute this instrument as President of St. John Baptist School; and (c) executed this as the act of the entity named in this instrument.



Willard Bergman, Jr.
Attorney at Law of New Jersey

Record and Return to:

Willard Bergman, Jr., Esq.
Schenck, Price, Smith & King, LLP
10 Washington Street, PO Box 905
Morristown, New Jersey 07963-0905
508271

RECEIVED

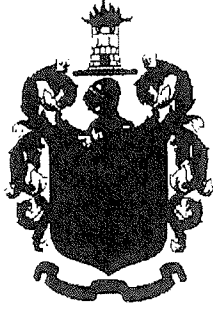
2002 FEB 28 A 10: 28

JOAN BRAMHALL
MORRIS CO. CLERK

DB05568P238

END OF DOCUMENT

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq.
Morris County Clerk

MORRIS COUNTY, NJ
Ann F. Grossi
EAS-OR BOOK 24346 PG 1951
RECORDED 02/16/2022 10:44:25
FILE NUMBER 2022013273
RCPT # 1701713; RECD BY: LSIMMS eRecord
RECORDING FEES 160.00
INDEX FEE

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document:
12/23/2021

Type of Document:
EASEMENT

First Party Name:
TPA V LLC

Second Party Name:
COMMUNITY OF ST JOHN BAPTIST

ADDITIONAL PARTIES

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block: 1801

Lot: 5.01, 5

Municipality: MENDHAM BORO

Consideration:

Mailing Address of Grantee:

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN
ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:

Original Page:

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and
is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the
attached document or the document will be rejected and returned.

Rec'd 2/16/22

DEED
OR 24346-1951

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TNJ831507

Prepared by:
Jon L. Lober
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the 23 day of December, 2021 ("Effective Date"), by and between COMMUNITY OF ST. JOHN BAPTIST, a New Jersey non-profit corporation ("Grantor") and ST. JOHN BAPTIST SCHOOL, a New Jersey non-profit corporation ("Access Holder") and TPA V, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 82 West Main Street, Mendham, New Jersey 07945, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor, Access Holder and Crown Castle USA Inc. (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, and Access Holder and Grantor grant a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement") as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

DEED
OR 24346 @ 1952

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for ninety-nine (99) years (the "Term") and this Agreement and the Easement shall terminate on December 23, 2120. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of three (3) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law. Upon termination of any Easement Tenant lease, Grantee shall use commercially reasonable efforts to enforce the Easement Tenant's obligation as may be set forth in the applicable Easement Tenant lease to remove its equipment, the building containing the equipment, all fixtures and personal property and restore such Easement Tenant's leased premises as nearly as practicable to its original condition, reasonable wear and tear excepted.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease**. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease"). Any Replacement Telecom Tenant Lease shall include the requirement that the Replacement Telecom Tenant: (i) remove (as applicable) its equipment, the tower, and personal property and restore the leased premises on the Parent Property as nearly as practicable to its original condition, reasonable wear and tear excepted upon termination of its lease; (ii) provide environmental indemnity to Grantor for the actions of Replacement Telecom Tenant, and (iii) name Grantor as an additional insured to Replacement Telecom Tenant's insurance. For any Replacement Telecom Tenant, Grantor shall have the right to review and approve construction plans for Replacement Telecom Tenant prior to commencement of construction and such approval shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Grantor. Approval shall be deemed given by Grantor where Grantor has failed to respond within twenty (20) days of notice as provided herein. Notwithstanding anything herein to the contrary it is agreed that if the Replacement Telecom Tenant's construction plans call for a replacement structure that is not reasonably similar to the current church bell tower structure than it shall be deemed reasonable to object to such plans.

5. Rent Pass Through and Additional Rent Purchase

- a. T-Mobile Rent. After the Effective Date, Grantee agrees to remit to Grantor one hundred percent (100%) of any rent that Grantee receives from T-Mobile pursuant to that certain Telecom Tenant Lease referenced in Exhibit B, attached hereto ("T-Mobile Rent"). Notwithstanding the foregoing, Grantee's obligation to remit the T-Mobile Rent shall be subject to Grantee's superior right to collect and retain Minimum Scheduled Rent as referenced herein. In furtherance of the foregoing, Grantee shall be entitled to collect and retain the Sprint rent listed as "Current Rent" in Exhibit A of that certain Letter of Intent to Purchase Interest in Wireless Site dated November 4, 2021 ("LOI"), including scheduled escalators ("Minimum Scheduled Sprint Rent"). Should Sprint terminate their lease or otherwise pay rent in an amount below the Minimum Scheduled Sprint Rent then Grantee may collect and retain both the T-Mobile Rent and the Sprint rent with the T-Mobile Rent collected in excess of the Minimum Scheduled Sprint Rent deemed excess rent ("Excess T-Mobile Rent") with such Excess T-Mobile Rent still due and payable to Grantor. Grantee shall have the right to purchase such Excess T-Mobile Rent at the same purchase multiple listed in Exhibit A of the LOI.
 - b. AT&T Rent. Grantee is purchasing the AT&T rent listed as "Current Rent" in Exhibit A of the LOI including escalations as provided in the AT&T Telecom Tenant Lease. Grantee shall use commercially reasonable efforts to confirm with AT&T the correct rent due and payable under the AT&T Telecom Tenant Lease. Any excess rent above the Current Rent plus escalations due to underpayment by AT&T shall be due and payable to Grantor shall be deemed excess rent ("AT&T Excess Rent") with such AT&T Excess Rent still due and payable to Grantor. Grantee shall have the right to purchase such AT&T Excess Rent at the same purchase multiple listed in Exhibit A of the LOI.
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant and/or Replacement Telecom Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.
7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments subject to the consent requirements of this section. Grantee and Grantor hereby expressly agree that Grantee has the right, (i) in its sole discretion and without the prior consent of Grantor, to assign its interest in this Agreement to any person or entity (a) with a net worth or market capitalization comparable to that of Grantee, (b) that is a wireless telecommunications provider, (c) whose primary business is the operation of telecommunications tower sites or rooftop antenna sites on a national scale, or (d) that controls, is controlled by or is under common control with Grantee; and (ii) to assign its interest in this Easement

to any other person or entity with the prior written consent of Grantor, which consent shall not be unreasonably withheld, hindered or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement then Grantee will be relieved of all obligations and liabilities hereunder. An assignment of this Agreement shall not be deemed a termination.

8. **Taxes and Other Obligations.** Except as provided for in the applicable Easement Tenant Lease or otherwise herein, all taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. Grantee shall use commercially reasonable efforts to enforce the tax payment obligations of Easement Tenants as such may appear under the applicable Easement Tenant lease. Further, Grantee shall use all commercially reasonable efforts to work with Grantor and Telecom Tenant to continue the tax reimbursement procedure currently in place between Grantor and Telecom Tenant. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.
12. **Environmental Representations and Indemnification.**
 - a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to

escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.

- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. From the date of such notice, the defaulting party shall have thirty (30) days to cure the default, unless the default cannot reasonably be cured within thirty (30) days in which case the defaulting party shall have such additional time as necessary to cure the default so long as the defaulting party has commenced to cure the default and is diligently pursuing completion of the cure.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

14. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.

- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: COMMUNITY OF ST. JOHN BAPTIST

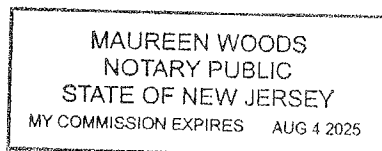
Sister Monica Clare
Sister Monica Clare, Superior Mother

Grantor Notice Address:
Community of St. John Baptist
82 West Main Street
Mendham, New Jersey 07945

STATE OF NEW JERSEY
COUNTY MORRIS } ss.

On this 17 day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Sister Monica Clare, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Superior Mother of Community of St. John Baptist.

{affix notary seal or stamp}



Maureen Woods
Notary Public

My Commission Expires: 8/4/2025

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: ST. JOHN BAPTIST SCHOOL

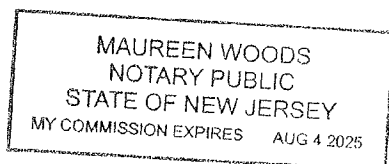
Sister Monica Clare
Sister Monica Clare, Superior Mother

Grantor Notice Address:
St. John Baptist School
82 West Main Street
Mendham, New Jersey 07945

STATE OF NEW JERSEY
COUNTY MORRIS } ss.

On this 17 day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Sister Monica Clare, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Superior Mother of St. John Baptist School.

{affix notary seal or stamp}



Maureen Woods
Notary Public

My Commission Expires: 8/4/2025

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC



Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:

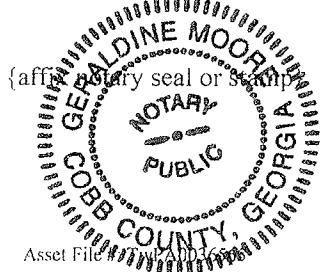
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 16th day of DECEMBER, 2021, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.





Notary Public
My Commission Expires: 4.4.25

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

The Land referred to herein below is situated in the Borough of Mendham, County of Morris, State of New Jersey, and is described as follows:

Being the land described and shown as a 100' X 100' parcel together with the non-exclusive right for ingress and egress over Block 1801, Lots 5.01 and 5 in Deed Book 4425, Page 78, and being part of the premises conveyed in Deed Book D-47, Page 397.

For Informational Purposes Only: Being part of Lots 5.01, 5.01 Qual Qfarm, CT-1, CT-2, CT-4 and CT-5, Block 1801 on a Tax map of the Borough of Mendham, County of Morris, State of New Jersey.

EXHIBIT B

TELECOM TENANT LEASE

That certain Land Lease Agreement dated August 5, 1996 by and between Community of St. John Baptist, a not-for-profit corporation of the State of New Jersey and New York SMSA Limited Partnership, a limited partnership of the State of New York, as evidenced by a certain Memorandum of Lease Agreement, aforesaid date and parties, recorded August 14, 1996 in Deed Book 4425, Page 78, Official Public Records of Morris County, New Jersey; amended by a certain First Amendment to Land Lease Agreement dated December 22, 2008 by and between the Community of St. John Baptist, a New Jersey non-profit corporation, St. John Baptist School, a New Jersey non-profit corporation and Crown Atlantic Company LLC, a Delaware limited liability company, as evidenced by a certain Memorandum of First Amendment to Land Lease Agreement, aforesaid parties, recorded May 12, 2010 in Deed Book 21541, Page 0975, aforesaid records.

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease premises under each Telecom Tenant Lease including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

That certain portion of the Parent Property located at what is commonly known as 82 West Main Street, Mendham, New Jersey 07945, that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to West Main Street, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.



The Phoenix House

circa 1820

The Borough of Mendham
2 West Main Street, Mendham, New Jersey 07945
Incorporated May 15, 1906

Telephone: (973) 543-7152 ext. 20
Fax: (973) 543-7202
www.mendhamnj.org

Office of the Assessor

February 5, 2026

Day Pitney LLP
8 Sylvan Way
Parsippany, NJ 07054-3801

Re: Block 1801 Lot 5 QFARM

Having examined the tax map and tax list of the Borough of Mendham, I certify that, to the best of my knowledge, the Mendham Borough properties indicated on the attached list are located within 200 feet of the requested properties.

Also, please provide notice of the public hearing of an application for development to the following public utilities and CATV companies that own land or possess an easement within the municipality.

JCP&L, c/o FE Serv. Tax Dept.
P.O. Box 1911
Morristown, NJ 07962-1911

American Water SSC/General Tax Dept.
PO Box 5627
Cherry Hill, NJ 08034

Verizon, c/o Duff & Phelps
PO Box 2749
Addison, TX 75001

Mendham Borough Sewer Utility
35 Ironia Rd.
Mendham, NJ 07945

AT&T
900 Route 202/206 North
Bedminster, NJ 07921

Comcast
300 Rahway Ave.
Union, NJ 07083

Public Service Electric & Gas Co.
80 Park Plaza
Newark, NJ 07102

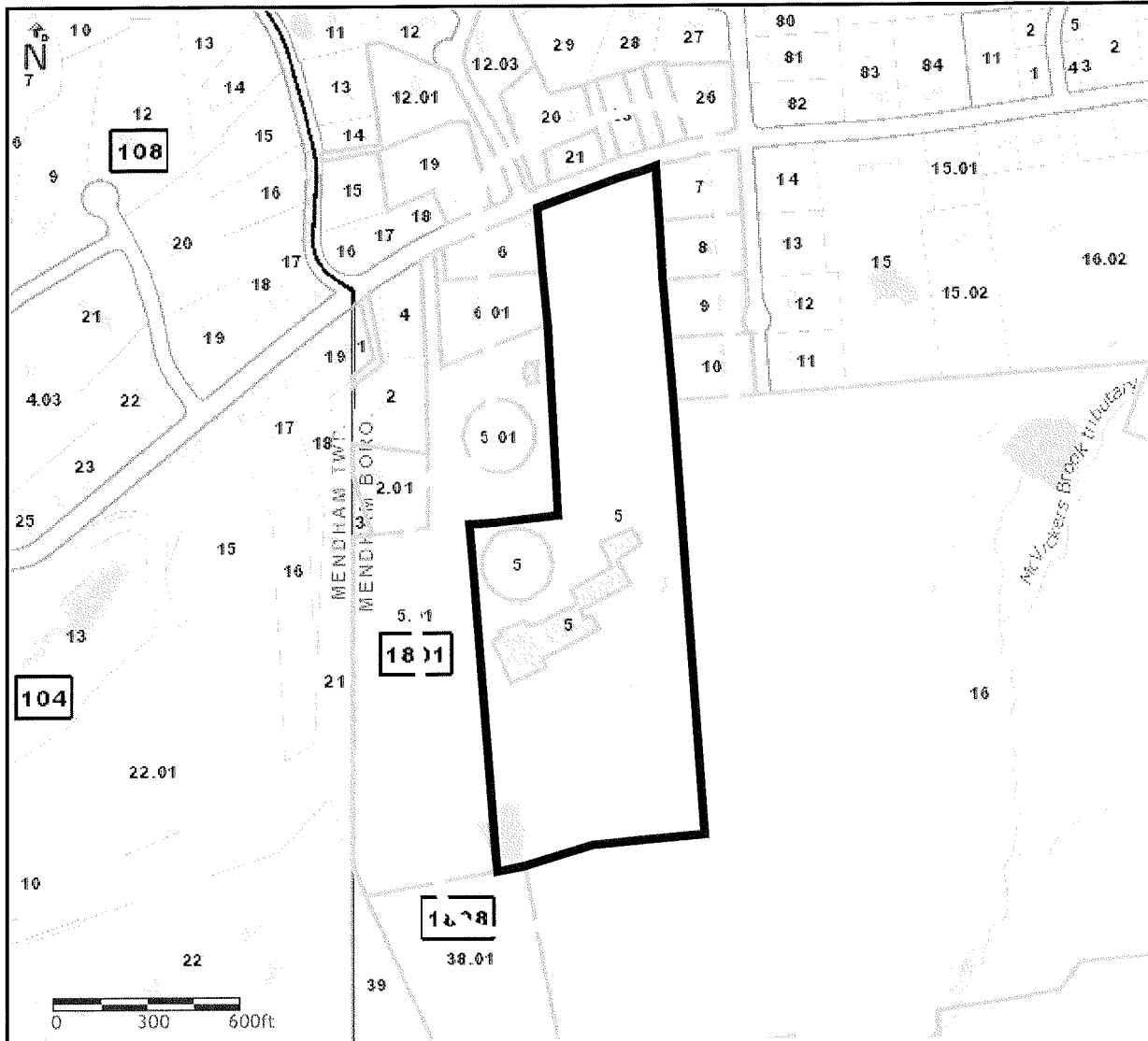
Cablevision
683 Route 10
Randolph, NJ 07869

Morris County Planning Board
PO Box 900
Morristown, NJ 07963-0900

Very truly yours,

Lisa Smith

Lisa Smith
Assessor Assistant



Morris County Board of Taxation
 COUNTY OF MORRIS, NEW JERSEY
 P.O. Box 900, Morristown NJ, 07963-0900
 *Maximum of 500 records available on report

Projection: State Plane (FIPS 2900)

Datum: NAD83

Units: Feet



Morris County GIS Services, NJ, USA - © 2011-2016

The maps and data available for access at this website is provided "as-is" without warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for, or the appropriateness for use, rests solely on the user accessing this information. The County of Morris makes no warranties, express or implied, as to the use of the maps and the data available for access at this website. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction, and revision. The maps and associated data at this website do not represent a survey. In no event shall the County of Morris or its officers or employees assume any liability for the accuracy of the data delineated on any map. In no event shall the County of Morris or its officers or employees be liable for any damages arising in any way out of the use of this information.

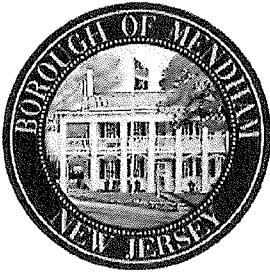
TARGETED PROPERTIES:

PAMS_PIN	Acres	Property Location	Owners Name	Mailing Address
1418_1801_5_QFARM	2.5000	80-88 WEST MAIN ST	ST JOHN THE BAPTIST SCHOOL	PO BOX 240 MENDHAM, NJ 07945

PARCELS WITHIN RANGE OF TARGETED PROPERTIES:

PAMS_PIN	Acres	Property Location	Owners Name	Mailing Address
1418_1801_10	1.1600	7 LINDEN LN	TIEDE, BRETT RUSSO	7 LINDEN LN MENDHAM, NJ 07945
1418_1801_16_QFARM	101.9610	W MAIN ST	MT. HERMON HILLS CO LLC	323 MAIN ST., 2ND FL. CHATHAM, NJ 07928
1418_1801_2.01	1.8800	94 W MAIN ST	PARKS, JOSHUA	94 W MAIN ST MENDHAM, NJ 07945
1418_1801_38.01	undefined		unmatched parcel	undefined undefined
1418_1801_5	19.0000	80-88 WEST MAIN ST	ST JOHN THE BAPTIST SCHOOL	PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01	5.7700	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_CT-1	0.3100	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_CT-2	0.0000	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_CT-3	0.0000	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_CT-4	0.0000	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_CT-5	0.0000	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5.01_QFARM	14.7200	W MAIN ST	ST JOHN BAPTIST, COMMUNITY OF	REV MOTHER, PO BOX 240 MENDHAM, NJ 07945
1418_1801_5_QFARM	2.5000	80-88 WEST MAIN ST	ST JOHN THE BAPTIST SCHOOL	PO BOX 240 MENDHAM, NJ 07945
1418_1801_5_X	5.0000	80-88 WEST MAIN ST	ST JOHN THE BAPTIST SCHOOL	PO BOX 240 MENDHAM, NJ 07945
1418_1801_6	1.1700	88 W MAIN ST	GRACIE, PAUL	88 W MAIN ST MENDHAM, NJ 07945
1418_1801_6.01	1.8330	88A W. MAIN ST	HOGOBOOM, JOHN D & GRIFFITH, DANA L	88A W. MAIN ST MENDHAM, NJ 07945
1418_1801_7	1.1700	1 LINDEN LN	GERBER, ROBERT C & BONNIE R	1 LINDEN LN MENDHAM, NJ 07945
1418_1801_8	1.2000	3 LINDEN LN	DECKER, MARK R/CECILIA	3 LINDEN LN MENDHAM, NJ 07945
1418_1801_9	1.1600	5 LINDEN LN	SIEGEL, STEVEN A/BONNIE F	5 LINDEN LN MENDHAM, NJ 07945
1418_201_12.01	2.1100	2 FARM HOUSE LN	DE CRESCENZO, PAOLA/MC CLURE, KEN	2 FARM HOUSE LN MENDHAM, NJ 07945
1418_201_12.03	1.4800	1 FARM HOUSE LN	DALY, IRENAEUS/CAROLYN	1 FARM HOUSE LN MENDHAM, NJ 07945
1418_201_19	1.8000	89 W MAIN ST	NEFF, CHRISTOPHER & SHINO TAKIZAWA	89 W MAIN ST MENDHAM, NJ 07945

PAMS_PIN	Acres	Property Location	Owners Name	Mailing Address
1418_201_20	1.3340	85 W MAIN ST	NOSTA, JOHN J	85 W MAIN ST MENDHAM, NJ 07945
1418_201_21	0.5130	83 W MAIN ST	HANSEN, WARREN/ELSIE MC CORKELL	83 W. MAIN ST MENDHAM, NJ 07945
1418_201_22	0.2600	81 W MAIN ST	Q81 WEST MAIN LLC	81 W MAIN ST MENDHAM, NJ 07945
1418_201_23	0.6240	79 W MAIN ST	KLEBAUR, PATRICK/SHELBY	79 W MAIN ST MENDHAM, NJ 07945
1418_201_24	0.4000	77 W MAIN ST	MARTINO,FERDINANDO/FOSSATI,GABRIELA	77 W MAIN ST MENDHAM, NJ 07945
1418_201_25	0.5000	75 W MAIN ST	WOLFMAYER, DAVID/WIATROSKI,CATALINA	75 W MAIN ST MENDHAM, NJ 07945
1418_201_26	1.1200	71 W MAIN ST	AGUDELO, JOHANNA	71 W MAIN ST MENDHAM, NJ 07945



Office of the
Tax Collector

BOROUGH OF MENDHAM

**6 West Main Street
Mendham, NJ 07945**

Incorporated May 15, 1906

Phone 973-543-7152 Ext. 17
Fax 973-543-2290
email ~
borotax@mendhamnj.org

CERTIFICATION OF STATUS OF MUNICIPAL TAX AND SEWER FEES

To _____ Board of Adjustment _____ Planning Board

Applicant _____

Property Location 80-88 W. Main Street Block 1801 Lot 5

Note that any billing or delinquency subsequent to the date of this certification and prior to the Board hearing must be timely paid and proof must be filed with the Board.

(This section is to be completed by the Tax Collector)

Please be advised that the current status of tax and utility fees are:

Tax status is paid current / due but not delinquent / delinquent

Last Tax payment was made on 2/5/26 for 1st Quarter 2026

Next Tax payment is due 5/1/26

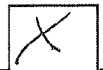
Tax is delinquent if not paid by 5/10/26

Sewer status is paid current / due but not delinquent / delinquent

Last Sewer payment was made on _____ for _____ Quarter _____

Next Sewer Payment is due _____

Sewer becomes delinquent if not paid by _____



Not served by Municipal Sewer.

Dated: 2/6/26

John P. O'Brien, LTC
Tax Collector