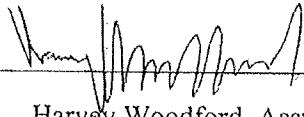


T-MOBILE NORTHEAST LLC
CORPORATE DISCLOSURE STATEMENT

T-Mobile Northeast LLC, a Delaware limited liability company, is a wholly-owned subsidiary of T-Mobile USA, Inc., a Delaware corporation, which, in turn is a wholly-owned subsidiary of T-Mobile Global Holding GmbH, a German entity which, in turn, is a wholly-owned subsidiary of T-Mobile Global Zwischenholding GmbH, a German entity. T-Mobile Global Zwischenholding GmbH is a wholly-owned subsidiary of Deutsche Telekom AG, a German entity. Deutsche Telekom AG is a publicly-traded company. The American Depositary Receipts of Deutsche Telekom AG are publicly traded in the United States.

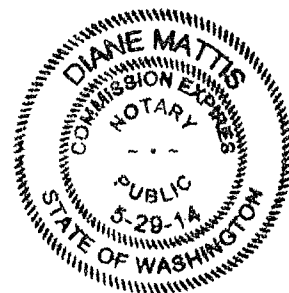
T-MOBILE NORTHEAST LLC

By 
Harvey Woodford, Asst. Secretary

SUBSCRIBED AND SWORN TO before me this 13th day of July, 2010.



Diane Mattis, Notary Public in and for the
State of Washington, residing in Des Moines
Commission expires: 5/29/2014



ULS License

700 MHz Lower Band (Blocks A, B & E) License - WQJQ696 - T-Mobile License LLC

Call Sign	WQJQ696	Radio Service	WY - 700 MHz Lower Band (Blocks A, B & E)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	000698.00000000-000704.00000000-000728.00000000-000734.00000000

Dates

Grant	07/03/2019	Expiration	06/13/2029
Effective	07/03/2019	Cancellation	

Buildout Deadlines

1st	2nd	06/13/2019
-----	-----	------------

Discontinuance Dates

1st	2nd
-----	-----

Notification Dates

1st	2nd	05/03/2019
-----	-----	------------

Licensee

FRN	0001565449	Type	Limited Liability Company
-----	------------	------	---------------------------

Licensee

T-Mobile License LLC 12920 SE 38th Street Bellevue, WA 98006 ATTN FCC Regulatory Compliance	P:(425)383-8401 F:(425)383-4840 E:FCCregulatorycompliancecontact@t-mobile.com
--	---

Contact

T-Mobile License LLC FCC R Compliance 12920 SE 38th Street Bellevue, WA 98006 ATTN Shannon Kraus	P:(425)383-5178 F:(425)383-4840 E:shannon.reilly@t-mobile.com
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Ownership and Qualifications

10/9/2020

ULS License - 700 MHz Lower Band (Blocks A, B & E) License - WQJQ696 - T-Mobile License LLC - Map

ULS License

700 MHz Lower Band (Blocks A, B & E) License - WQJQ696 - T-Mobile License LLC

Map

Call Sign	WQJQ696	Radio Service	WY - 700
Market	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	000698.1 000728.1
Auction	73 - 700 MHz		

License Geography



License Spectrum Range: 698-704; 728-734



ULS License

PCS Broadband License - KNLF202 - T-Mobile License LLC

Call Sign	KNLF202	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	MTA001 - New York	Channel Block	A
Submarket	29	Associated Frequencies (MHz)	001850.00000000- 001865.00000000 001930.00000000- 001945.00000000

Dates

Grant	12/10/2014	Expiration	12/14/2024
Effective	04/17/2018	Cancellation	

Buildout Deadlines

1st	12/14/1999	2nd	12/14/2004
-----	------------	-----	------------

Discontinuance Dates

1st		2nd	
-----	--	-----	--

Notification Dates

1st	04/01/1999	2nd	04/01/1999
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Licensee

FRN	0001565449	Type	Limited Liability Company
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Licensee

T-Mobile License LLC 12920 SE 38th St Bellevue, WA 98006 ATTN FCC Regulatory Compliance	P:(425)383-8401 E:FCCRegulatoryCompliance@t-mobile.com
--	---

Contact

T-Mobile USA, Inc. FCC Regulatory Compliance 12920 SE 38th St Bellevue, WA 98006 ATTN FCC Regulatory	P:(425)383-8401 E:FCCregulatorycompliancecontact@t-mobile.com
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Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status	Common Carrier	Interconnected	Yes
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Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
--	----

Is the applicant an alien or the representative of an alien?	No
--	----

Is the applicant a corporation organized under the laws of any foreign government?	No
--	----

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
---	----

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	Yes
---	-----

If the answer to the above question is 'Yes', has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?	Yes
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Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

10/9/2020

ULS License - PCS Broadband License - KNLF202 - T-Mobile License LLC - Map

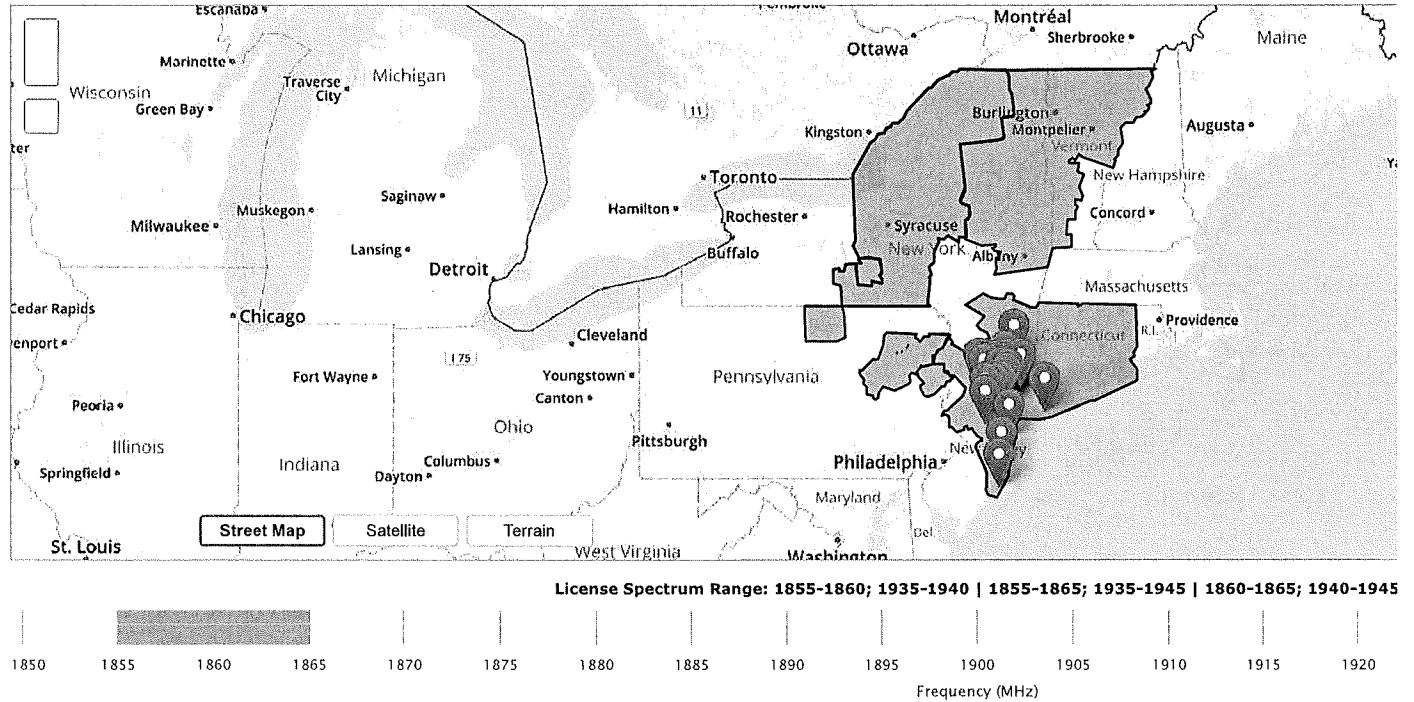
ULS License

PCS Broadband License - KNLF202 - T-Mobile License LLC

Map

Call Sign	KNLF202	Radio Service	CW - PCS
Market	MTA001 - New York	Channel Block	A
Submarket	29	Associated Frequencies (MHz)	001850.1 001930.1
Auction	04 - BB PCS A/B		

License Geography



ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA731 - T-Mobile License LLC

Call Sign	WQGA731	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	D
Submarket	5	Associated Frequencies (MHz)	001735.00000000-001740.00000000-002135.00000000-002140.00000000

Dates

Grant	11/29/2006	Expiration	11/29/2021
Effective	11/30/2017	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Discontinuance Dates

1st	2nd
-----	-----

Notification Dates

1st	2nd
-----	-----

Licensee

FRN	0001565449	Type	Limited Liability Company
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Licensee

T-Mobile License LLC 12920 SE 38th Street Bellevue, WA 98006 ATTN FCC Regulatory Compliance	P:(425)383-8401 F:(425)383-4840 E:FCCregulatorycompliancecontact@t-mobile.com
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Contact

T-Mobile License LLC 12920 SE 38th Street Bellevue, WA 98006 ATTN FCC Regulatory Compliance	P:(425)383-8401 F:(425)383-4840 E:FCCregulatorycompliancecontact@t-mobile.com
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Ownership and Qualifications

10/9/2020

ULS License - AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA731 - T-Mobile License LLC - Map

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA731 - T-Mobile License LLC

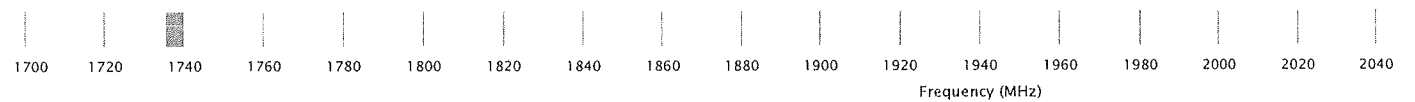
Map

Call Sign	WQGA731	Radio Service	AW - AW
Market	REA001 - Northeast	Channel Block	D
Submarket	5	Associated Frequencies (MHz)	001735.0 002135.0
Auction	66 - AWS-1		

License Geography



License Spectrum Range: 1735-1740; 2135-2140



ULS License

Upper Microwave Flexible Use Service License - WRES291 - T-Mobile License LLC

Call Sign	WRES291	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular
Rural Service Provider Bidding Credit			
Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?		No	

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA001 - New York, NY	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	024250.00000000-024350.00000000

Dates

Grant	12/11/2019	Expiration	12/11/2029
Effective	12/11/2019	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Discontinuance Dates

1st	2nd
-----	-----

Notification Dates

1st	2nd
-----	-----

Licensee

FRN	0001565449	Type	Limited Liability Company
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Licensee

T-Mobile License LLC 12920 SE 38th St Bellevue, WA 98006	P:(425)383-8401 F:(425)383-4040 E:fccregulatorycompliance@t-mobile.com
--	--

Contact

Hogan Lovells US LLP 555 Thirteenth Street NW Washington, DC 20004 ATTN Trey Hanbury	P:(202)637-5534 F:(202)637-5910 E:trey.hanbury@hoganlovells.com
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Ownership and Qualifications

10/9/2020

ULS License - Upper Microwave Flexible Use Service License - WRES291 - T-Mobile License LLC - Map

ULS License

Upper Microwave Flexible Use Service License - WRES291 - T-Mobile License LLC

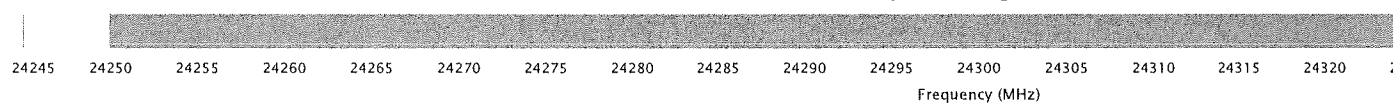
Map

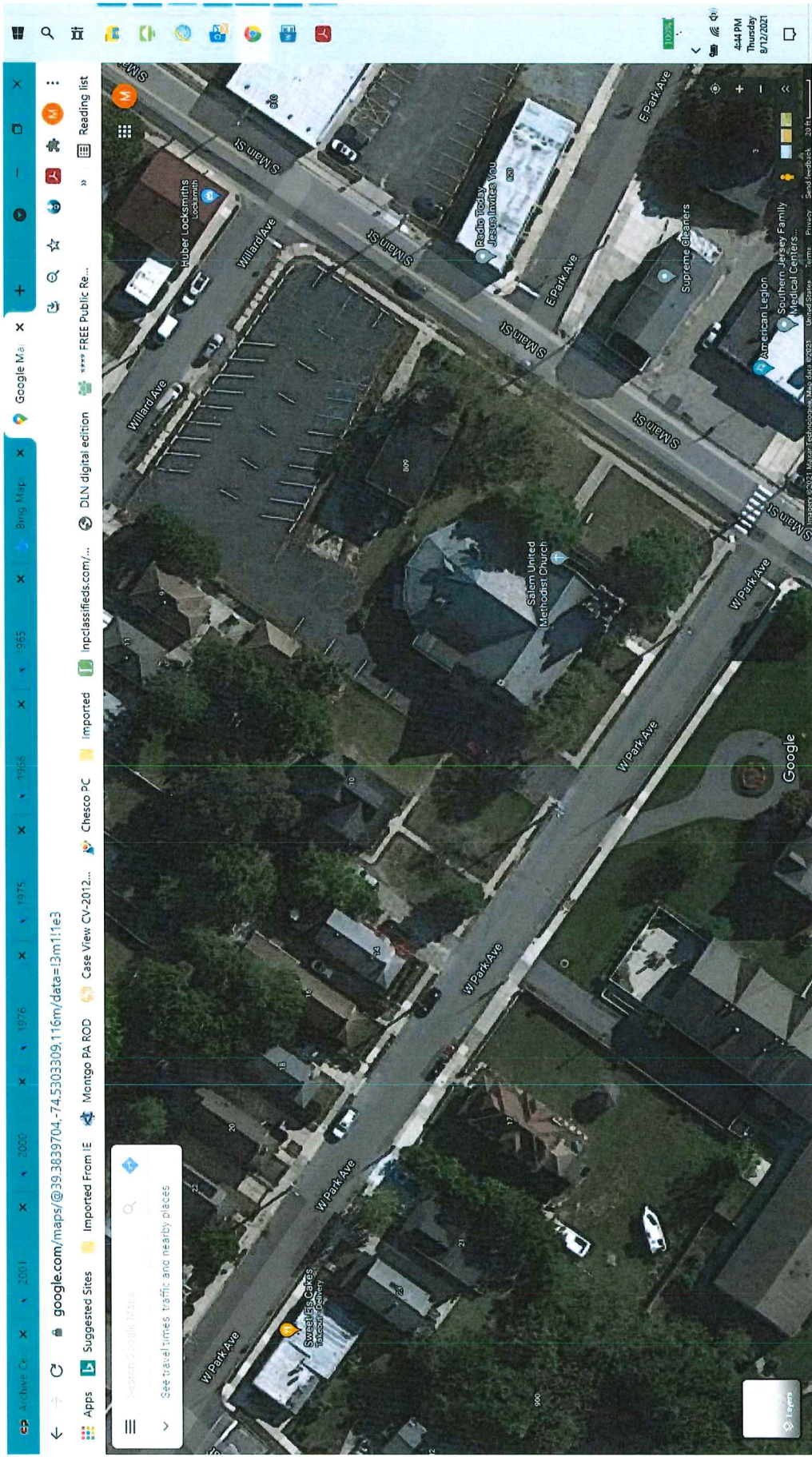
Call Sign	WRES291	Radio Service	UU - Up
Market	PEA001 - New York, NY	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	024250.0
Auction	102 - 24 GHz		

License Geography



License Spectrum Range: 24250-24350





SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between Salem United Methodist Church, ("**Landlord**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 815 South Main Street, Pleasantville, NJ 08232, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises, which is comprised of approximately one hundred (100) square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for successive one (1) year period(s), unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For the initial year of the Option Period and each subsequent Option Period, Tenant shall pay Landlord. Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "**Lease**").
3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of _____ per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty (20) business days after the Commencement Date. Subsequent Rent shall be payable by the fifth (5th) day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to one hundred ten percent (110%) of the Rent for the immediately preceding Term. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred two percent (102%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord _____ per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("Default"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and

Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and
(c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/1AT8909A

If to Landlord, to:

Salem United Methodist Church
815 South Main Street
Pleasantville, NJ 08232

Per the W-9 Form Rent is to be paid to:

Salem United Methodist Church
815 South Main Street
Pleasantville, NJ 08232

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

LANDLORD: Salem United Methodist Church

By: Wendell White
Printed Name: WENDELL WHITE
Title: TRUSTEE CHAIRMAN
Date: 1/21/16

TENANT: T-Mobile Northeast LLC

By: Keri Strike
Printed Name: KERI STRIKE
Title: AREA DIRECTOR
Date: 1/15/16

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

[Enter legal description, property address and tax parcel information here or on attachment(s)]

Property located in Atlantic, NJ

Beginning at a point more or less formed where the line of the northwesterly side of the southern extension of S. Main Street meets the northeasterly side of the southern extension of W. Park Avenue, thence northwestwardly along W. Park Avenue 264.85' to a point; thence Northeasterly 121.29' to a point; thence southeasterly along the lines of Lots 16, 17, 18, 19, 20, and 21 to a point in the line of the northwesterly side of S. Main Street; thence southwesterly along the northwesterly side of S. Main Street 146' to the point of beginning, all according to the Tax Map of the City of Pleasantville.

AND BEING a portion of the same property conveyed to Salem Methodist Church of Pleasantville, a New Jersey non-profit religious corporation by Deeds recorded in Deed Book R, Page 721, Deed Book 29, Page 190, Deed Book 486, Page 327, Deed Book 529, Page 233 and Deed Book 2248, Page 75.

Tax Parcel No. Block 360 Lot 1

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

Site Number: 1AT8909A
Site Name: Salem United Methodist Church
Market: Philadelphia

B-1

Site Lease – version 6.4.14

EXISTING
ASPHALT
PARKING AREA

ALPHA SECTOR
AZIMUTH 50°

GRASS
AREA

S. MAIN STREET

GRASS
AREA
BETA SECTOR
AZIMUTH 140°

W. PARK AVENUE

EXISTING CHURCH
BUILDING

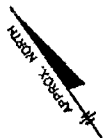
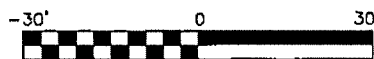
EXISTING BELL
TOWER

PROPOSED T-MOBILE
ANTENNAS (TYPICAL OF 8,
3 PER SECTOR) MOUNTED
ON BELL TOWER (PAINT TO
MATCH)

GAMMA SECTOR
AZIMUTH 230°

OVERALL SITE PLAN

SCALE: 1" = 30'



TOWER OWNER APPROVAL:

DATE:

DRAWN
BY

T-MOBILE APPROVAL:

DATE:

DJK

REV.	DATE	DESCRIPTION
C	01/07/16	REVIEW
B	12/10/15	REVIEW
A	12/09/15	REVIEW

PREPARED BY:



Velocitel, Inc.
570 Colonial Park Drive, Suite 307
Roswell, GA 30075
Office (770) 643-3900
Fax (770) 643-5943

APPLICANT/OWNER:



DWG TITLE:

SITE PLAN

T-MOBILE SITE NO.:

1AT8909A

SALEM UNITED
METHODIST CHURCH

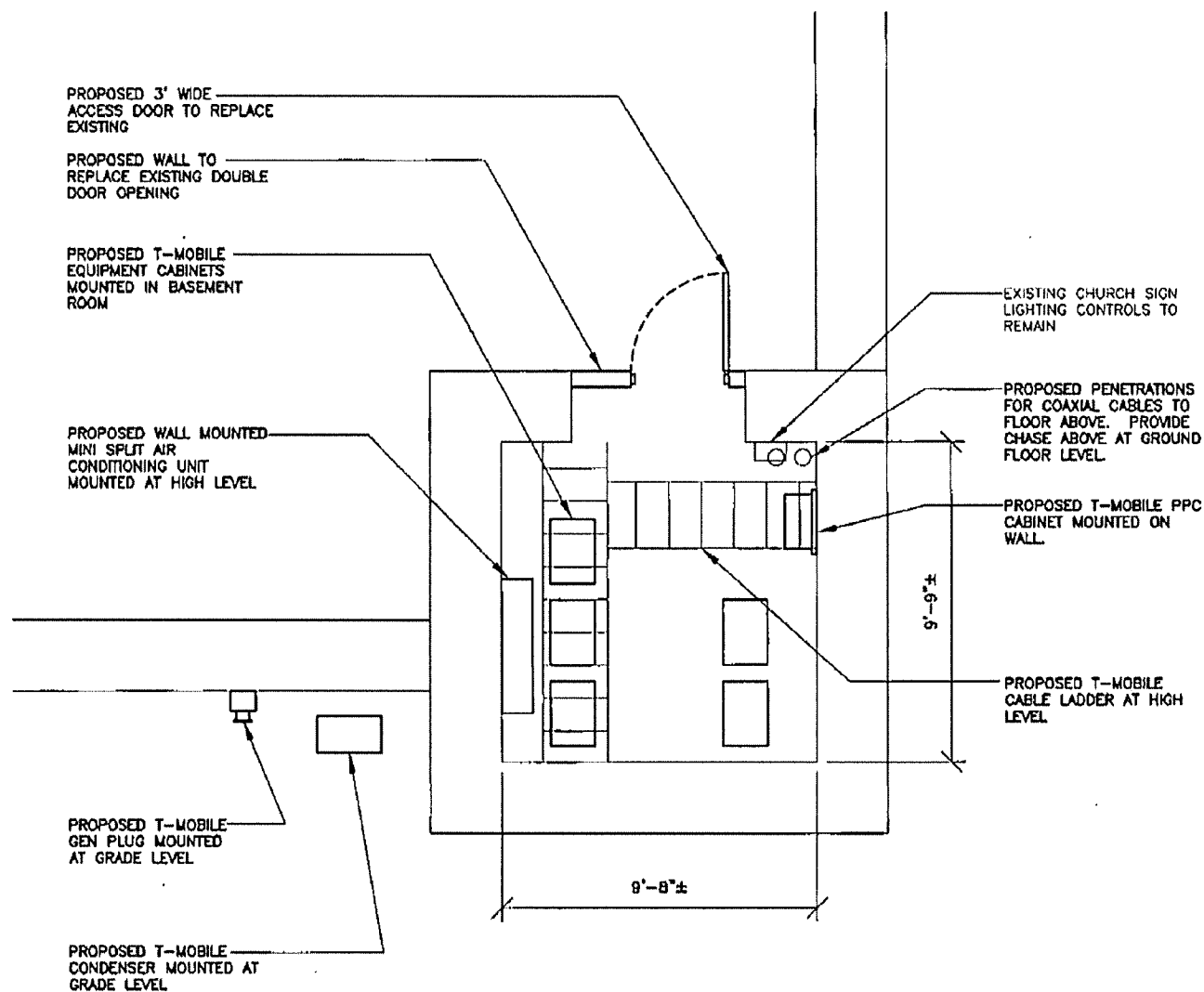
SITE ADDRESS: 815 SOUTH MAIN STREET
PLEASANTVILLE, NJ 08232

VELOCITEL ENG.
SITE #:

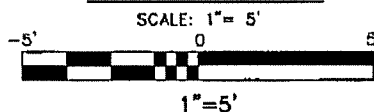
2064.719

DATE:
12/8/15

1 OF 3



EQUIPMENT PLAN



TOWER OWNER APPROVAL:	DATE:	DRAWN BY:
T-MOBILE APPROVAL:	DATE:	DJK
REV.	DATE	DESCRIPTION

C	01/07/16	REVIEW
B	12/10/15	REVIEW
A	12/09/15	REVIEW

PREPARED BY:

complete wireless solutions

Velocitel, Inc.
570 Colonial Park Drive, Suite 307
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5943

APPLICANT/OWNER:

DWG TITLE: EQUIPMENT PLAN

T-MOBILE SITE NO.: 1AT8909A

SALEM UNITED METHODIST CHURCH

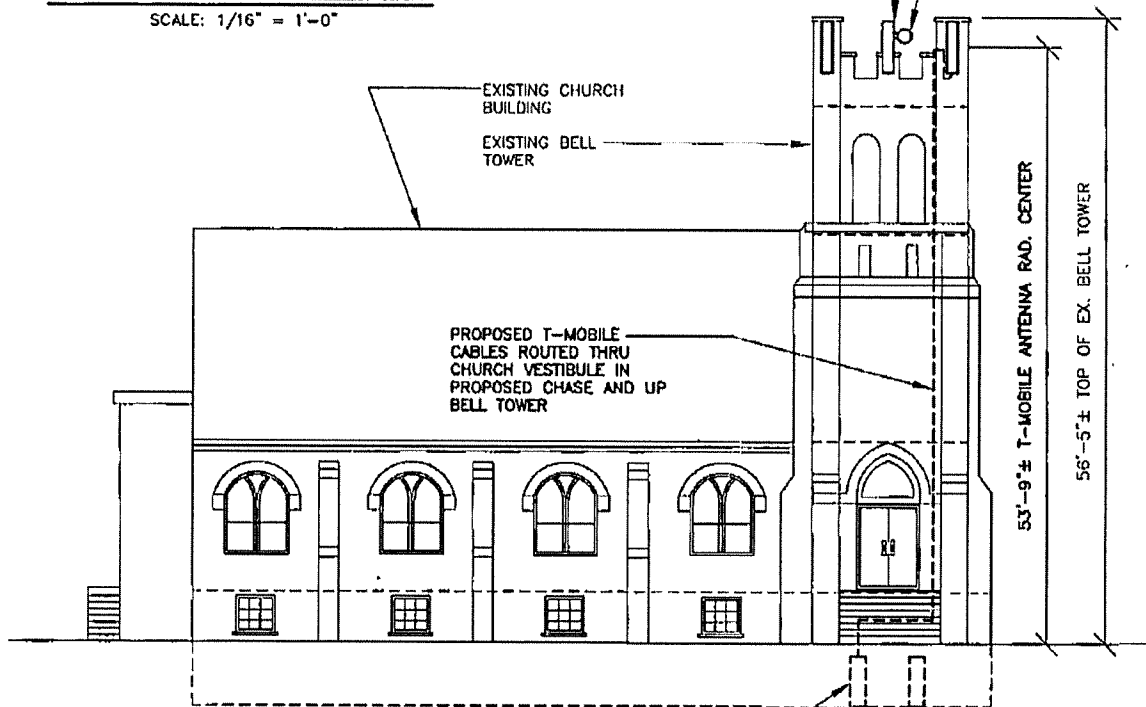
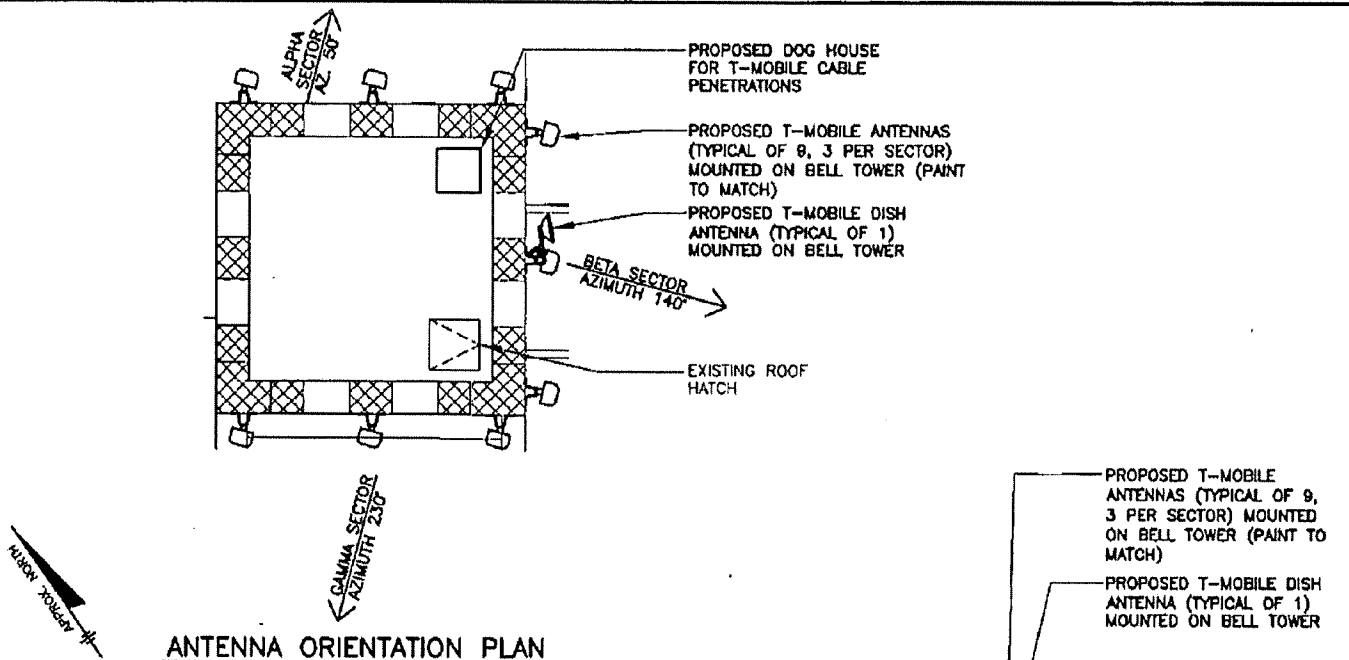
SITE ADDRESS: 815 SOUTH MAIN STREET
PLEASANTVILLE, NJ 08232

VELOCITEL ENG. SITE #:

2064.719

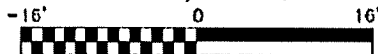
DATE: 12/8/15

2 OF 3



TOWER ELEVATION

SCALE: 1/16" = 1'-0"



TOWER OWNER APPROVAL:

DATE:

DRAWN BY:

T-MOBILE APPROVAL:

DATE:

DJK

REV.	DATE	DESCRIPTION
C	01/07/15	REVIEW
B	12/10/15	REVIEW
A	12/09/15	REVIEW

PREPARED BY:

velocitel
complete wireless solutions

Velocitel, Inc.
570 Colonial Park Drive, Suite 307
Roswell, GA 30075
Office (770) 645-5900
Fax (770) 645-5943

APPLICANT/OWNER:

T-Mobile

DWG TITLE:

TOWER ELEVATION

T-MOBILE SITE NO.:

1AT8909A
SALEM UNITED
METHODIST CHURCH

SITE ADDRESS: 815 SOUTH MAIN STREET
PLEASANTVILLE, NJ 08232

VELOCITEL ENG.
SITE #:

2064.718

DATE:
12/8/15

3 OF 3

**City of Pleasantville
Zoning Board of Adjustment
Decision & Resolution**

In the Matter of
T-Mobile Northeast, LLC
Property: 815 South Main Street
Block 360 Lot 1

Application No.: 957

Application for a D Variance Relief with
Waiver of Site Plan Approval

GRANTED

Hearing Date: March 28, 2016 & April 25, 2016

This matter having come before the Pleasantville Zoning Board of Adjustment on March 28, 2016 and again on April 25, 2016 whereby the applicant sought D & C Variance Relief with a Waiver of Site Plan Approval to co-locate 9 communication antennae on the bell tower of the Salem United Methodist Church. The equipment cabinets would be placed in the basement of the church and no external ground improvements are proposed.

The Board Professionals and the applicant's proposed witnesses were sworn in prior to any testimony given.

The applicant was represented by Christopher H. Schubert, Esquire of the firm of Riley Riper Hollin & Colagreco with offices in Pennsylvania. He stated to the Board that the property address is 815 South Main Street in Pleasantville, New Jersey and is located in the NC - Neighborhood Commercial Zone. He stated that the proposal was to install 9 antennas on the bell tower of the church so as to assist T-Mobile in supplying proper reception to its customers in this particular area of South Jersey, i.e., this section of Pleasantville to cover an area which is not getting service as all. Mr. Schubert passed out a list of proposed exhibits "A1" thru "A17" inclusive which the applicant intended to rely upon in its presentation. Each of these exhibits were ultimately put into evidence and a copy of the list is attached hereto and made a part hereof. All

said exhibits are available for public review in the office of the Board's Secretary during normal business hours.

Mr. Schubert indicated that the antennas would be painted to match the existing bell tower and confirmed that the required equipment cabinets would be placed in the basement of the church with no external ground improvements. He indicated that the project engineer was David Kenyon of FDH Velocitel, Inc. with offices in King of Prussia, Pennsylvania, Kelly Kelsey an employee of FDH Velocitel, Inc. who was involved in the creation of the lease agreement between the applicant and the church, Madan Belgode, a college graduate engineer and not licensed in any state, Roger Johnson, a licensed professional engineer in the State of New Jersey, and Brian Seidel, a land use planner certified in the State of New Jersey and elsewhere.

Ms. Kelsey testified that she was involved in the preparation of the lease agreement and that she performed analyses of other sites in the area in question. She determined that there were no other T-Mobile sites within the proposed area and therefore this particular site was chosen. She pointed out the proposed application does not require the construction of a tower and does not require the use of additional ground space other than the use of the existing church facility. Therefore it creates an ideal situation to improve T-Mobile service without interfering in anyway with the use of the existing property or any other property located in the area.

Mr. Belgode was sworn in to testify as an engineer on behalf of the applicant. However, when it was determine that he was not a licensed engineer in New Jersey or anywhere else, the applicant was advised that although the Board would hear his testimony, he would remain as a fact witness as opposed to an expert witness and their application may well be jeopardized as a result. Accordingly, it was determined that the applicant would have a second hearing date for them to

submit testimony of a licensed engineer to cover the areas of testimony that were proposed to be covered by Mr. Belgode.

Roger Johnson, a licensed planner and engineer in New Jersey then testified on behalf of the applicant that he reviewed what is permitted in the Neighborhood Commercial Zone. He testified that the antennas would be located on the side so that they wouldn't be higher than the stone parapets. No site work would be required and the construction would be in accordance with existing requirements. He said that the units would be checked on a monthly or quarterly basis and that a microwave dish allows contact with other T-Mobile areas. He suggested that a site plan waiver and landscape waiver be appropriate in light of the fact that there would be no change to the existing construction on the site. He confirmed that the antennas would be painted subject to the approval of the Board Planner and Board Engineer with respect to the proposed color.

Mr. Johnson confirmed the allegations contained in the application that the grant of an FCC License for wireless communications is sufficient to demonstrate promotion of the general welfare. He further indicated that the site is particularly suited to the proposed use because it would mean an extension of T-Mobile coverage which helps improve the site suitability requirement. Considering that no site plan changes are involved and that no landscape changes are involved in the application together with the proposed extension of service to keep mobile customers, the application can be granted without substantial detriment to the public good and without a substantial impairment to the intent and purposes of the zone plan and zoning ordinance. In actuality, he states that there are no negative aspects to the proposed application.

The next witness for the applicant was Brian Seidel of the firm of Seidel Planning & Design with offices in Pottstown, Pennsylvania. He is a certified land use planner in the State of New

Jersey. He testified regarding the requirement for a use variance based upon the provisions of the Neighborhood Commercial Zone. He said that the fact that the applicant has a Federal license grant indicates the benefit to the general welfare. He also reviewed the site suitability for the proposed project and the fact that there are no real negative issues in connection with the application. Consequently the negative criteria is satisfied as indicated by Mr. Johnson's testimony as well.

The meeting was then closed and a motion made and seconded that the applicant should have the opportunity at the next meeting scheduled for April 26, 2016 to provide the testimony of a radio frequency engineer.

On April 25, 2016, the applicant presented Andrew Petersohn, Professional Engineer and a Radio Frequency Engineer licensed in many states including New Jersey with offices in Fairview Village, Pennsylvania, representing DBM Engineering, PC. Mr. Petersohn indicated that the proposed application, if granted, would provide better service to T-Mobile customers. The federal regulations require T-Mobile to provide "reliable coverage". The proposed coverage in this application gives them the necessary coverage and capacity to provide such service. With reference to the report of the Board Planner, which will hereinafter be referred to, the proposal to move the antennas from their proposed location could not be accomplished without substantial additional construction although they can lower one of the antennas in the center without a problem.

As indicated, Mr. Petersohn stated that the proposal involves 9 panel style antenna systems to be locate on the parapet of the church licensed by the FCC for the Philadelphia/Wilmington/Atlantic City area. He indicated that Pleasantville is included in that service area and in order for T-Mobile to retain the FCC License, it must adhere to FCC Rules and

Regulations. The installation of these antennas would mean more reliable coverage for the residents so that they can make and receive calls without having them dropped. He indicated that in this area there is an average of 7,000 calls on a daily basis and that this site is needed to off load some of the traffic from the other areas in the city which are in the "gap" area so that each sector could absorb some of the over flow.

He referred to Exhibit "A4", the primary priority location report. Mr. Petersohn explained how the priority location report was established and that most of the possible available sites were outside of the district in question. He further indicated that to drop the antennas behind the stone wall of the parapet would interfere with beam pattern with that obstruction in the front. They could however drop the middle antennas down to match the height of the parapet so that there would be no interference with the intended beam pattern and that the applicant would be happy to do that.

He also explained to the Board that increasing the power to existing sites would not solve the problem. Cranking up the power does not give the ability to handle more traffic it just puts an additional burden on additional sites. He further indicated that there would be no interference with other providers in the area or with police, fire or emergency services. All of these frequencies are governed by the FCC and are established so that there would be no interference from one to the other. As a matter of fact, T-Mobile's frequency is 100 times below the FCC limits.

In answer to the Boards' questions, he indicated that the area in question is about ½ mile in length in the northern portion. He said that it is a very tight search area and the gaps that T-Mobile is attempting to fill with this application are very small.

Mr. Petersohn has reviewed the previous testimony given in order to establish compliance with the positive and negative criteria and indicated his agreement that the applicant has satisfied those criteria.

The Board Planner, Stuart Wisner of the firm of Remington Vernick Engineers with offices in Pleasantville, New Jersey, submitted a report dated March 24, 2016, a copy of which is to be considered as part and parcel of this Resolution as though completely set forth herein and may be viewed in the office of the Board Secretary during normal business hours. Mr. Wisner confirms that the property is located in the Neighborhood Commercial Zoning District and that places of worship are not permitted in this zone. Since the church predates the ordinance, he suggests that a Certificate of Nonconformity be issued for the existence of the church so as to avoid any difficulties with respect to zoning in the future. It should be noted that the prior ordinance covering this property indicated that it was located in the SFR-75 Zone which it did permit places of worship. This zone has been changed therefore creating the necessity of issuing a Certificate of Nonconformity.

Mr. Wisner determined that a D-1 variance is required in light of the fact that the proposed use does not fit into the definitions set forth in the zoning ordinance for the terminology of accessory building or accessory use. In addition, the issue arose as to whether or not this constitutes an additional use on a single lot. Ordinance §266-4A indicates that telecommunication antennas and towers may be considered as either principle or accessory uses and under that condition this additional use would not require an additional D-1 variance.

The planner reviewed issues concerning the height of the proposed antennas. A D variance was required because the antennas exceed the allowable height permitted in the zone.

The Board Engineer, Deborah Wahl, of Doran Engineering, PA with offices in Pleasantville, New Jersey, submitted a report dated March 22, 2016, which report is to be considered as part of this Resolution as though completely set forth herein and may be viewed in the office of the Board Secretary during normal business hours. Ms. Wahl indicated that the

applicant proposes a collocation of 9 antennas on the bell tower of the Salem United Methodist Church located on the property in question. She confirmed that there are no proposed physical changes to this site as well as the necessary proposed T-Mobile equipment will be located in the basement of the church. She further confirmed that the property is located in a Neighborhood Commercial District and that the proposed antennas will be mounted on the north, south and west exterior face of the existing tower. The antennas are to be painted to match the exterior stone color of the bell tower and that any proposed wire/cables are proposed to run through the existing tower so they are not to be visible to the exterior.

Therefore, there were no other engineering issues to be referred to.

PUBLIC INPUT

One member of the public expressed approval for the request.

FINDINGS OF FACT

Based upon the applicant's application along with testimony of the applicant's witnesses and the reports and comments offered by the Board Professional, the Board made the following findings of fact:

1. The application of T-Mobile Northeast, LLC referred to the property located 815 South Main Street being also known and designated as block 360, lot 1 on the municipal tax map.
2. The property is in the (NC) Neighborhood Commercial Zoning District, formally and prior to the adoption of Chapter 300 of the Pleasantville Zoning Ordinance, it was located in the SFR-75 Zone and governed by the City Code §290-10 which did permit places of worship.
3. The NC Zone does not permit places of worship and therefore a Certificate of Nonconformity shall be granted to the owners of the church so as to avoid any future questions with respect to the use and location of the church at that location.

4. The applicant seeks to the collocation of 9 antennas on the bell tower of the Salem United Methodist Church located on the property in question so as to provide better T-Mobile service in an area where no other T-Mobile antennas are located.

5. The proposed antennas are to be mounted to the north, south and west exterior faces of the existing tower with the antennas to be painted to match the exterior stone color of the bell tower. Any proposed wire/cables are proposed to run through the existing tower so they will not be visible to the exterior. All T-Mobile equipment, other than the antennas are to be located in the basement of the church.

6. The proposed antennas are not customarily associated with or incidental to religious uses and do not support and contribute to the comfort, convenience, or necessity of the church. Therefore they are not accessory uses or structures. Accordingly, a D variance is required with the location of the proposed antennae on site.

7. The existing dwelling on West Park Avenue identified on plan Z-2 of the applicant's application is a permitted use in the existing zone as it is essential to the religious use. Therefore no Certificate of Nonconformity is required as pursuant to the definition of this building in Chapter 300 definition of a place of worship.

8. In this connection, the existing bell tower exceeds the maximum permitted height by more than 10'. The addition of the proposed antenna at 57' represents an expansion of this nonconformity and therefor a D variance would be required for this expansion of a nonconformity.

9. §B. Area & Bulk Standards set forth on page 3, et seq., of Mr. Wiser's report, explains the number of deviations with respect to location of the building with side yard, front yard and other deviations that would normally require a regular C variance. None of these deviations

adversely affect the existing site plan on a lot and may therefore be considered as technical C variances for purposes of granting the same in light of the fact that they are preexisting.

10. The applicant has requested a waiver of site plan review by reason of the fact that there would be no changes to building coverage, impervious coverage, parking spaces, lighting or any other similar matters which would ordinarily be required because there would be no change in the footprint located on the property as a result of the applicant's request.

11. The requirement for T-Mobile to comply with FCC Requirements is and of itself beneficial to the welfare of the community. In this connection, the betterment of reception for T-Mobile users is not only beneficial to them individually but also better service for safety aspects of communication such as police, fire and ambulance calls.

12. The color of the antennas is to be approved the Board Planner and by the Board Engineer.

13. The applicant has demonstrated to the Boards' satisfaction that a D variance can be granted without substantial detriment to the public good and the request would not substantially impair the intent and purposes of the zone plan and zoning ordinance. Therefore satisfying the negative criteria.

14. As for positive criteria, the Board finds that to allow departure of the zoning ordinance would promote the public health, safety, morals and general welfare of the public. In addition, the development sought by this applicant does not conflict with the development and general welfare of neighboring municipalities, the county and the state as a whole.

15. The area to be covered is about a ½ mile in length in the northern portion and is a very tight search area as the gaps that T-Mobile is trying to fill are very small.

16. There will be no interference with other surrounding uses by the installation of this project.

LEGAL ANALYSIS

N.J.S.A. 39:55D-70(c) reads as follows:

"c(1) Where: (a) by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application any regulation pursuant to ... {40:55d-62 et seq.} would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property, grant, upon application or an appeal relating to such property, a variance from such strict application of such regulation so as to relieve such difficulties or hardship;

(2) Where in an application or appeal relating to a specific piece of property the purpose of this act would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation which substantially outweigh any detriment, grant a variance to allow departure from regulations pursuant to ... {40:55d-62 et seq.}; provided, however, that the fact that a proposed use is inherently beneficial use shall not be dispositive of a decision on a variance under this subsection and provided that no variance from those departures enumerated in subsection d. of this section or shall be granted under this subsection; and provided further that the purposed development does not require approval by the planning board of a subdivision, site plan or conditional use, in accordance with which the planning board has power to review a request for variance pursuant to subsection a. of ... {40:55d060}..."

N.J.S.A. 40:55D-70(d) sets forth the statutory requirements for the granting of a "use" variance as follows:

"d. In particular cases for special reasons, grant a variance to allow departure from regulations pursuant to {N.J.S.A. 40:55D-62 et seq.} to permit: (1) a use or principal structure in a district restricted against such use or principal structure; (2) an expansion of a non-conforming use; (3) deviation from a specification or standard pursuant to {N.J.S.A. 40:55D-67} pertaining solely to a conditional

use; (4) an increase in the permitted floor area ratio as defined {N.J.S.A. 40:55D-4}, except as applied to the required lot area for a lot or lots for detached one or two dwelling unit buildings, which lot or lots are either an isolated undersized lot or lots resulting from minor subdivision or (6) a height of a principal structure which exceeds by ten feet or 10% the maximum height permitted in the district for a principal structure. A variance under this subsection shall be granted only by affirmative vote of at least five members, in the case of a municipal court or 2/3 of the full authorized membership, in the case of a regional board,... If an application for developments requests one or more variances but not a variance for purpose enumerated in subsection d of this section, the decision on the requested variance or variances shall be rendered under subsection c of this section. No variance or other relief may be granted under the terms of this section, including a variance or other relief involving an inherently beneficial use, without a showing that such variance or other relief can be granted without substantial detriment to the public good and will not substantially impair the intent and the purpose of the zone plan and Zoning Ordinance...:

As set forth in section 7-41 of Cox, "Because there is a strong legislative policy favoring land use planning by ordinance rather than by variance, the grant of use variance will always be the exception rather than the rule. (Citations Omitted) This policy is reflected in the fact that greater deference is ordinarily given by the courts to the denial of a variance rather than to a grant. (Citations omitted) It is also reflected in the statutory language which authorizes the grant of the use variance only in particular cases and for special reasons. (Citations Omitted)

Cox also goes on to state:

"Note that it is the applicant's burden to show "special reasons" in order for the board to exercise its jurisdiction to grant relief under subsection d. (In addition to showing special reasons, the applicant must always, of course, satisfy, "negative criteria"... "special reason" is a term difficult to define with exactitude. Very boardly, there are sufficient "special reasons" for the grant of a "D" variance where a proposed project carries out a purpose of zoning or the refusal to allow the project would impose on the applicant an undue hardship..." The purpose of zoning are found in the statement set forth in N.J.S.A. 40:55D-2 which reads as follows:

1. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals and general welfare;
2. To secure safety from fire, flood, panic and other natural and manmade disaster;
3. To provide adequate light, air and open space;
4. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities, the county and the State as a whole;
5. To promote the establishment of appropriate population densities and concentrations that will contribute to the well-being of persons, neighborhoods, communities and regions and preservation of the environment;
6. To encourage the appropriate and efficient expenditure of public funds by the coordination of public development with land use policies;
7. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;
8. To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging location of such facilities and routes which result in congestion or blight;
9. To promote a desirable visual environment through creative development techniques and good civic design and arrangements;

10. To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land;
11. To encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential, commercial, industrial and recreational development to the particular site;
12. To encourage senior citizen community housing construction;
13. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land;
14. To promote utilization of renewable energy resources; and
15. To promote the maximum practicable recovery and recycling of recyclable materials from municipal solid waste through the use of planning practices designed to incorporate the State Recycling Plan goals and to complement municipal recycling programs.”

In addition to the above, alternative, special reasons may be demonstrated by proof of undue hardship which is that the property at issue cannot reasonably be developed with a conforming use.

With respect to the negative criteria, the applicant is dealing with the requirements of an enhanced quality of proof and clear and specific findings by the Board of Adjustment that the variance sought is not inconsistent with the intent and purpose of the master plan and zoning ordinance. The applicant's proofs and board's findings that the variance will not “substantially impair the intent and purpose of the zone plan and zoning ordinance” must reconcile the purposed

use variance with the zoning variances omission of the use from those permitted in the zoning districts. Kohl v. Mayor and Council of Fairlawn, 50 NJ 268 (1967) as set forth in Cox, page 177 (section 7-5.2).

Based upon the testimony on behalf of the applicant together with the application and items marked into evidence as well as the input by the Board Professionals as hereinabove set forth, the Board found that the positive and negative criteria have been satisfied insofar as both D & C variances are concerned.

Also, the legal requirements have been met so as to allow the application of T-Mobile in this matter.

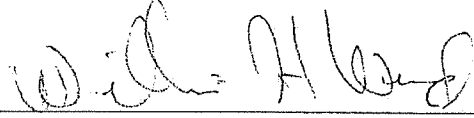
DECISION

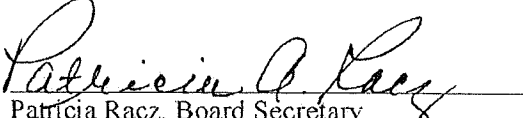
A motion was made and seconded to grant a D variance for use and a D variance for the height of the antennas by Mr. Stroud and seconded by Mr. Conwell which was unanimously approved.

A motion was made by Conwell and seconded by Stroud to approve the technical C variances for rear yard setback, building coverage, impervious coverage and parking based upon the prior existence of the buildings located on the lot in question which motion was unanimously approved.

A motion was made by Conwell and seconded by Allen to grant the applicant a Certificate of Nonconformity which motion was unanimously approved.

A motion was made by Harman and seconded by Conwell to approve the waiver of site plan which motion was unanimously approved.


William Ward, Chairman


Patricia Raczy, Board Secretary



Richard L. Buscemi, CTA
Tax Assessor
taxassessor@pleasantvillenj.us
Phone 609.484.3634

October 06, 2021

(Sent via email: alysonf@rrhc.com)
Alyson J. Fritzges, Esquire
Riley Riper Hollin & Colagreco
P.O. Box 1265
717 Constitution Drive, Suite 201
Exton, PA 19341

RE: Certified Owner List: Block 360 Lot 1

Dear Applicant:

Per your request, enclosed is a Certified List of Pleasantville City Property Owners within 200' of the above referenced property.

Notifications must be sent in accordance with the State of New Jersey Municipal Land Use Law and any other State, County rules or Local Ordinances and statues as it pertains to Property Owner Notification.

If you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLB'.

Richard L. Buscemi, CTA
Assessor

Buffer Report

CITY OF PLEASANTVILLE
Office of the Assessor
18 North First Street
Pleasantville, New Jersey 08232
Telephone: (609) 484-3634

Highlighted feature(s)

Subject Property(s) (1)

Block	Lot	Qualifier	Location	Owner	Owner Street	Owner CityState	Owner Zip
360	1		815 S MAIN ST	SALEM METHODIST CHURCH	815 S MAIN ST	PLEASANTVILLE, NJ	08232

§

List of adjoining feature(s) that intersect 200 foot buffer from Subject Property(s).

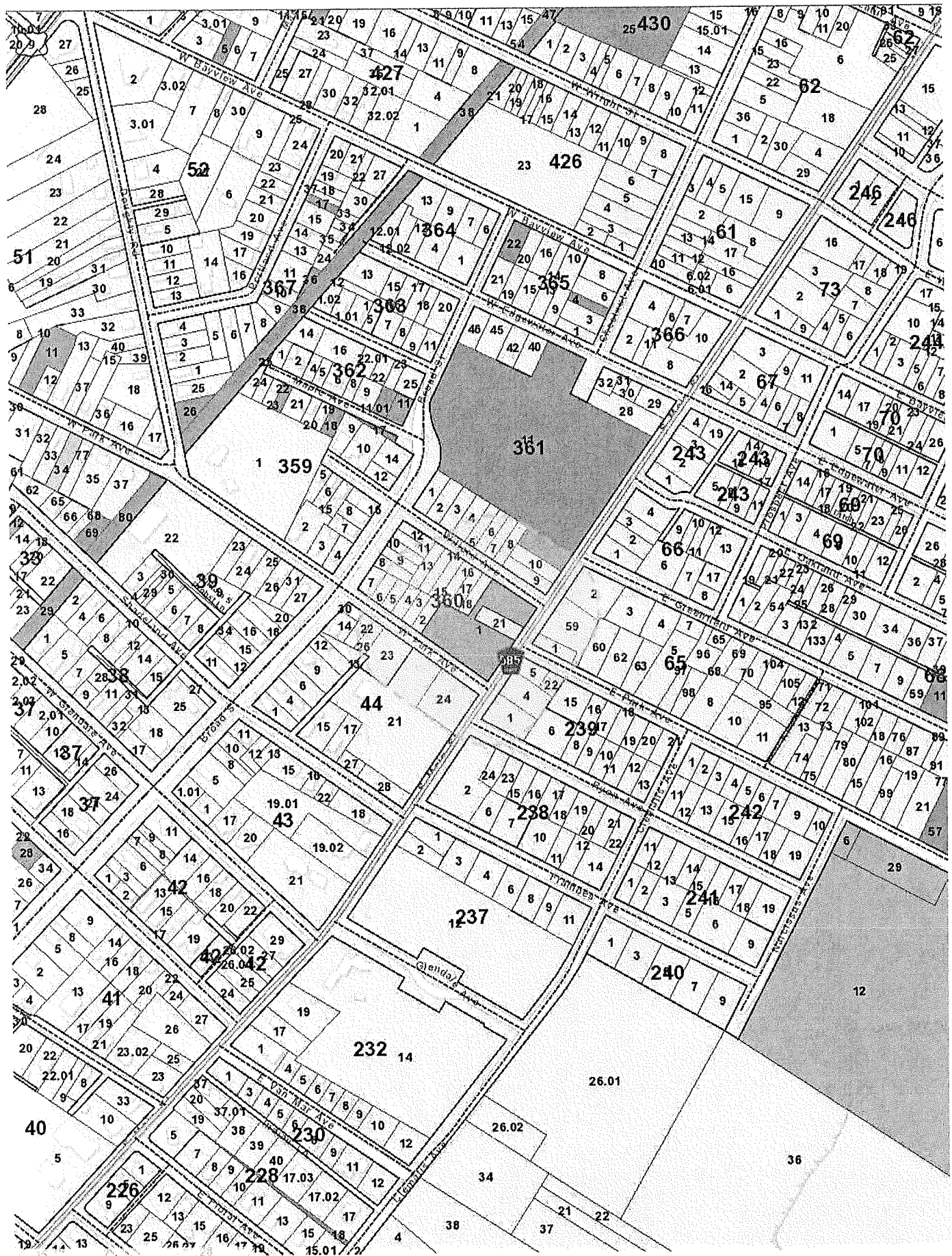
Adjacent Properties (46)

Block	Lot	Qualifier	Location	Owner	Owner Street	Owner CityState	Owner Zip
44	13		900 BROAD ST	STEELMAN, RAYMOND I	1120 MAPLE AVE	VINELAND, NJ	08360
44	21		915-917 S MAIN ST	HOSPITALER SISTERS OF MERCY	915 S MAIN ST	PLEASANTVILLE, NJ	08232
44	22		23 W PARK AVE	DESAMOURS, JEAN	130 WEDGEWOOD DR	EHT, NJ	08234
44	23		17 W PARK AVE	TSAPIS, JOHN	17 W PARK AVE	PLEASANTVILLE, NJ	08232
44	24		909 S MAIN ST	HOSPITALER SISTERS OF MERCY	915 S MAIN ST	PLEASANTVILLE, NJ	08232
44	26		21 W PARK AVE	DESAMOURS, JEAN	130 WEDGEWOOD DR	EHT, NJ	08234
44	30		29 W PARK AVE	CEDAR FOOD MARKET II	918 S MAIN ST	PLEASANTVILLE, NJ	08232
65	1		820 S MAIN ST	PEIKIN PROPERTIES LLC	3200 N OCEAN BLVD #2704	FORT LAUDERDALE, FL	33308
65	2		800 S MAIN ST	PEIKIN PROPERTIES LLC	3200 N OCEAN BLVD #2704	FT LAUDERDALE, FL	33308
65	59		810 S MAIN ST	PEIKIN PROPERTIES LLC	3200 N OCEAN BLVD #2704	FT LAUDERDALE, FL	33308
65	60		6 E PARK AVE	AVILA, PEDRO; BERTHA & PEDRO	6 E PARK AVE	PLEASANTVILLE, NJ	08232
238	2		932 S MAIN ST	SOUTHERN JERSEY FAMILY MED CENTER	860 S WHITE HORSE PIKE #A	HAMMONTON, NJ	08037
239	1		912-918 S MAIN ST	CEDAR FOOD MARKETS II	918 S MAIN ST	PLEASANTVILLE, NJ	08232
239	4		902 S MAIN ST	MAINLAND POST 81 AMERICAN LEGION	902 S MAIN ST	PLEASANTVILLE, NJ	08232
239	5		900 S MAIN ST	PARK, YOUNG IN	306 COS COB DR	GALLOWAY, NJ	08205
239	6		8 RYON AVE	CARABALLO, ANGEL	8 RYON AVE	PLEASANTVILLE, NJ	08232

Block	Lot	Qualifier	Location	Owner	Owner Street	Owner CityState	Owner Zip
239	15		11 E PARK AVE	RAMIREZ, AGUSTINA & MARIA	11 E PARK AVE	PLEASANTVILLE, NJ	08232
239	22		3 E PARK AVE	SANTANA, RAFAEL FUSTER	3 E PARK AVE	PLEASANTVILLE, NJ	08232
360	1		815 S MAIN ST	SALEM METHODIST CHURCH	815 S MAIN ST	PLEASANTVILLE, NJ	08232
360	2		14 W PARK AVE	LYONS, RALPH & CRUICKSHANK, JOAN JT	14 W PARK AVE	PLEASANTVILLE, NJ	08232
360	3		16 W PARK AVE	VICTORIANO-SURIEL, FREDDY	16 W PARK AVE	PLEASANTVILLE, NJ	08232
360	4		18 W PARK AVE	TUTIS, TOYE	411 MONTCLAIRE DR	PLEASANTVILLE, NJ	08232
360	5		20 W PARK AVE	OSORIA, NOEL	20 W PARK AVE	PLEASANTVILLE, NJ	08232
360	6		22 W PARK AVE	DAVIES, VANESSA	22 W PARK AVE	PLEASANTVILLE, NJ	08232
360	7		24 W PARK AVE	GOODING, SHARON ET ALS	24 W PARK AVE	PLEASANTVILLE, NJ	08232
360	8		812 BROAD ST	MARTINEZ, JUAN MANUEL PEREZ	812 BROAD ST	PLEASANTVILLE, NJ	08232
360	9		810 BROAD ST	HAYWOOD, EL ET AL % RONALD HAYWOOD	810 BROAD ST	PLEASANTVILLE, NJ	08232
360	10		808 BROAD ST	VARGAS, DULCE	808 BROAD ST	PLEASANTVILLE, NJ	08232
360	11		804 BROAD ST	CORIO, PEFRO BASURTO	804 BROAD ST	PLEASANTVILLE, NJ	08232
360	12		800 BROAD ST	GALINDO, NOEL	800 BROAD ST	PLEASANTVILLE, NJ	08232
360	13		19 WILLARD AVE	PALOMINO, TEODORA	1412 DOUGHTY RD	EHT, NJ	08234
360	14		17 WILLARD AVE	MCDOWELL, MILDRED	17 WILLARD AVE	PLEASANTVILLE, NJ	08232
360	15		15 WILLARD AVE	WARREN, KATHLEEN	15 WILLARD AVE	PLEASANTVILLE, NJ	08232
360	16		13 WILLARD AVE	THOMAS, ALFRED	13 WILLARD AVE	PLEASANTVILLE, NJ	08232
360	17		11 WILLARD AVE	GUNTER, MARGARET M	11 WILLARD AVE	PLEASANTVILLE, NJ	08232
360	18		9 WILLARD AVE	BEAUMONT, WILLIAM; SHERRY & KIM JT	9 WILLARD AVE	PLEASANTVILLE, NJ	08232
360	21		809 S MAIN ST	SALEM METHODIST CHURCH	815 S MAIN ST	PLEASANTVILLE, NJ	08232
361	3		24 WILLARD AVE	ARTEAGA, OLGA L	24 WILLARD AVE	PLEASANTVILLE, NJ	08232
361	4		20 WILLARD AVE	BETHEA, LARRY B & LOIS J	20 WILLARD AVE	PLEASANTVILLE, NJ	08232
361	5		16 WILLARD AVE	CORDERO, GLADYS	16 WILLARD AVE	PLEASANTVILLE, NJ	08232

Block	Lot	Qualifier	Location	Owner	Owner Street	Owner CityState	Owner Zip
361	6		14 WILLARD AVE	GONZALEZ, LAURA E	14 WILLARD AVE	PLEASANTVILLE, NJ	08232
361	7		10 WILLARD AVE	FERNANDEZ, ELVIS	10 WILLARD AVE	PLEASANTVILLE, NJ	08232
361	8		6 WILLARD AVE	GARCIA RODRIGUEZ, DANIEL	6 WILLARD AVE	PLEASANTVILLE, NJ	08232
361	9		729 S MAIN ST	MPT HUBER LLC	729 S MAIN ST	PLEASANTVILLE, NJ	08232
361	10		725 S MAIN ST	VAZQUEZ, FELIX PEREZ & PEREZ, VAZQU	725 S MAIN ST	PLEASANTVILLE, NJ	08232
361	11		701 S MAIN ST	PLEASANTVILLE BOARD OF EDUCATION	PO BOX 960	PLEASANTVILLE, NJ	08232

Buffer Report - Map



Public Utilities & Government Entities

<input checked="" type="checkbox"/>	South Jersey Gas Co 1 South Jersey Plaza Folsom, NJ 08037	Gas
<input checked="" type="checkbox"/>	Atlantic City Electric Co – Real Estate Dept 5100 Harding Hwy #399 Mays Landing, NJ 08330-9902	Electric
<input checked="" type="checkbox"/>	Comcast Cable 901 W Leeds Ave Absecon, NJ 08201	Cable
<input checked="" type="checkbox"/>	New Jersey American Water Co 3215 Fire Road EHT, NJ 08234	Water
<input checked="" type="checkbox"/>	Verizon – NJ 540 Broad Street Newark, NJ 07102	Telephone
<input type="checkbox"/>	New Jersey Transit 1 Penn Plaza East Newark, NJ 07105	Public Transit
<input type="checkbox"/>	New Jersey DOT Rte 70 & NJ Tpk Cherry Hill, NJ 08034	
<input type="checkbox"/>	Atlantic County Engineering Dept PO Box 719 Northfield, NJ 08225	
<input checked="" type="checkbox"/>	Pleasantville City Clerk 18 N First Street Pleasantville, NJ 08232	
<input type="checkbox"/>	Commissioner, NJ DEP PO Box 412 Trenton, NJ 08625-0412	Lakes Bay and/or Tunis Basin
<input type="checkbox"/>	Northfield City Clerk 1600 Shore Road Northfield, NJ 08225	City of Northfield
<input type="checkbox"/>	Egg Harbor Twp Clerk 3515 Bargaintown Road EHT, NJ 08234	Egg Harbor Twp
<input type="checkbox"/>	Absecon City Clerk 500 Mill Road Absecon, NJ 08201	City of Absecon