

LEASE AGREEMENT

1) Parties.

This LEASE, made this 16th August day of, 2023, by and between the Town of Ashland, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a mailing address of 101 ~~South~~ Main Street, Ashland, MA, 01721, by and through its Board of Selectmen, hereinafter “LESSOR” or “Town” and T-Mobile Northeast LLC, a Delaware limited liability company, with its principal office at 12920 S.E. 38th Street, Bellevue, WA 98006, hereinafter the “LESSEE”.

2) Definitions.

As used herein, the terms “wireless communication facility”; “telecommunications equipment” “antenna”; “building mounted wireless communication equipment”; “facade-mounted wireless communication equipment”; “interior-mounted wireless communication equipment”; “roof-mounted wireless communication equipment”; “cell-on-wheels” and “satellite earth station antenna” shall refer to any equipment used by the LESSEE for the purposes stated in this Lease, and as further shown on Exhibit B attached hereto.

3) Lease of Property and Installation.

- a) The LESSOR hereby leases to LESSEE the Property, as described in Exhibit A and as shown on Exhibit B attached hereto and incorporated herein, hereinafter, “the Leased Premises”.
- b) LESSOR is the owner in fee simple of certain parcel of real property located on Cedar Street in the Town of Ashland, State of Massachusetts, legally described on the attached Exhibit (the “Property”), on which a certain water tank (the “Tank”) is located at 404 Cedar Street.
- c) The LESSEE shall have a non-exclusive right of access to the Leased Premises during normal business hours, as hereinafter defined, for ingress and egress, on foot or motor vehicle, including trucks, for the installation, operation, repair, relocation, replacement, modification, removal and maintenance of wireless communication equipment. LESSEE shall also have emergency access to the Leased Premises as further provided in paragraph 4(b) of this Lease.
- d) The Leased Premises shall include such rights of way and easements on, over, under, across and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation, operation and maintenance of LESSEE’s telecommunications equipment located upon the Property, including but not limited to reasonable access from the

nearest source of telephone and electric utilities that may be granted without interfering with the LESSOR's conduct of its water supply functions, or rights previously granted to any other party (the "Easements");

- e) The Leased Premises shall also include the ground space for a shelter, generator, equipment and facilities reasonably necessary to the installation, operation and maintenance of the LESSEE's wireless communications equipment (the "Ground Space")
- f) All equipment shall be installed on the Leased Premises in accordance with Standards For Design And Approval To Mount or Modify Communications Equipment on Municipal Water Storage Tanks as set forth on Exhibit C.

4) Hours of Access:

- a) Normal Business Hours: LESSEE's access shall be limited to access during normal business hours of the Town of Ashland. For purposes of this Lease, normal business hours shall be defined as Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m.
- b) Emergency Access: For purposes of this Lease, "emergency access" is defined as access at any time outside the normal business hours as defined in paragraph 4(a). LESSEE shall have twenty-four (24) hour access to the Leased Premises in the event of an emergency, provided, however, that LESSEE must be accompanied by Town of Ashland personnel for emergency access and provided that LESSEE shall be responsible for paying any overtime or other costs incurred by the Town in connection with facilitating LESSEE's emergency access to the Leased Premises.
- c) Following initial antenna installation, LESSEE shall not access the tank without first providing twenty-four (24) hour advanced notice with the date and time of the visit to the Town. The Town's activities and uses at the Property shall have priority over the LESSEE's access rights.
 - i) Any unauthorized entry may lead to fines/penalties and possible termination of the lease including but not limited to the following:
 - (1) No notice of entry and town lock(s) were cut for entry: \$5,000 penalty.
 - ii) Entry without the twenty-four (24) hour notification:
 - (1) Entry after normal business hours - 7:00 am to 4:30pm: \$250.00 charge
 - (2) Entry request without twenty-four (24) hour notice, unless a proven emergency: \$250.00 charge.

5) Lease Term and Rent.

- a) The Initial Term ("Initial Term") of this Lease shall be for a period of five (5) years beginning on the date of execution hereof at an annual rental of Fifty Thousand and 00/1000 (\$50,000.00) Dollars. Rent shall be paid monthly, in advance, by electronic payment or by check made payable to the Town of Ashland and mailed or hand-delivered to:

Town Manager
101 Main Street
Ashland, MA 01721
- b) Rent Escalation: Beginning in year two (2) of the Initial Term, and each year thereafter, including during any Extension Terms exercised, the yearly rent will increase by three percent (3%) per year over the rent paid during the previous year.
- c) Provided that there has been no default on the part of the LESSEE, this Agreement may be renewed for three (3) additional five (5) year terms (the "Extension Terms"), upon the same terms and conditions at the sole option of the LESSOR, unless the LESSEE notifies the LESSOR in writing of LESSEE's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.
- d) The Initial Term and the Extension Terms are collectively referred to as the Term ("Term").

6) Electric Service.

During the Term of this Lease, LESSOR shall cooperate with LESSEE in any effort by the LESSEE to obtain such electric service as may be necessary in connection with the operation of LESSEE's wireless communication equipment. The LESSEE shall pay the cost of obtaining and maintaining such electric service to the Leased Premises. LESSEE shall have a separate power meter installed for its electric service and LESSEE shall pay all costs related to said electrical service.

7) Non-Interference.

The Parties agree that their respective use of the Property and/or Leased Premises as of the commencement date of this Lease does not interfere with the use of the Property and/or Leased Premises for wireless communication equipment by the other Party. The Parties agree and shall ensure that any future installation and use of their wireless communication equipment on the Property and/or Leased Premises will not interfere with any then-existing use of the Property and/or Leased Premises by the other Party. In the event that LESSOR uses, or permits its employees, tenants, invitees or agents to use, any portion of the Property in any way which interferes with the

operations of the LESSEE or the rights of LESSEE under this Lease, LESSOR will cause such interference to cease upon not more than forty-eight (48) hour notice from LESSEE. In the event any such interference to LESSEE's operations does not cease within the aforementioned cure period then the parties acknowledge that LESSEE will suffer irreparable injury, and therefore, LESSEE will have the right, in addition to any other rights that it may have at law or in equity, for LESSOR's breach of this Lease, to elect to enjoin such interference or to terminate this Lease upon notice to LESSOR.

8) Use.

- a) LESSEE shall use the Leased Premises for the purpose of constructing, installing, maintaining, repairing, replacing, modification, upgrading, removal and operating wireless communication equipment, consistent with Exhibit B, attached here with.
- b) LESSOR grants the LESSEE the right to use such portions of LESSOR's property as is reasonably required for the construction, installation, maintenance, repair, replacement, modification, upgrade, removal and operation of LESSEE's wireless communication equipment including (1) the right of ingress, egress, and regress to and from the Leased Premises for construction machinery and equipment, (2) the right to use such portions of LESSOR's land as are reasonably necessary for storage of construction materials and equipment during installation of wireless communication equipment or construction of an associated storage facility within the Town of Ashland. LESSEE shall maintain the Leased Premises and all of the LESSEE's improvements on the Leased Premises in good condition.
- c) Prior to any installation of wireless communication equipment on a water storage tank, the LESSEE shall, at a minimum, provide initial Plans, photos, and other documents necessary to clearly outline the scope of the installation and the equipment necessary for the proposed LESSEE's use of the premises which said plans shall be in conformance with the requirements in the Standards For Design And Approval To Mount or Modify Communications Equipment on Municipal Water Storage Tanks attached as Exhibit C. Such items will be reviewed and approved by the LESSOR. All reasonable costs associated with review and approval shall be paid by the LESSEE, provided LESSOR provides LESSEE with such invoices thereto.
- d) The LESSEE shall agree that the Leased Premises shall be used only for the purpose of constructing, , installing, repairing, replacing, modifying, upgrading, removal, maintaining and operating wireless antennae and/or antenna arrays, and associated equipment facilities, if needed, and all necessary appurtenances, structures, including separate power meter, radio/electronic equipment, connecting cable, coaxial cables, wires and associated appurtenances. In no instance can the LESSEE use the space or any land for any purpose not directly related to this function. Any such facility must be secured in a manner as to address any reasonable safety, noise, and aesthetic

concerns or requirements raised or imposed by the LESSOR. Apart from services and equipment of the LESSOR, there shall be no services, equipment or storage at the Leased Premises, including on the tank, other than are necessary to provide wireless communication services from the tank, unless otherwise authorized in writing by the LESSOR in its sole discretion. The Leased Premises shall be unmanned.

9) Maintenance.

- a) LESSEE shall properly maintain the wireless communication equipment in good order and working condition, keeping in continuous, full compliance with all federal, state and local laws, rules, and regulations, including 47 CFR Part 17, and any future amendments thereto. LESSEE shall maintain the Leased Premises in at least the same condition, as they were prior to the installation of LESSEE's wireless communication equipment, damage by the elements, fire or other casualty, reasonable wear and tear, takings by eminent domain and damage properly attributable to the LESSOR excepted. Any alternations or improvements shall be at LESSEE's sole cost and expense, shall be in quality at least equal to the existing condition of the Leased Premises and shall conform to all statutory, regulatory, and bylaw requirements. Prior to making any alterations or improvements, LESSEE shall at a minimum, provide Plans, photos, and other documents to clearly outline the scope of the installation and the equipment necessary for the alterations or improvements. Prior to obtaining the LESSOR's written consent, such items will be reviewed and approved by the LESSOR, said approval shall not be unreasonably withheld, conditioned, or delayed. All reasonable costs associated with review and approval shall be paid by the LESSEE, provided LESSOR provides LESSEE with such invoices thereto.

- b) LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any material alterations or improvements made by the LESSEE and allowed, as permanent by the LESSOR shall become the property of the LESSOR at the termination of occupancy as provided herein. Whether such alterations shall be allowed as permanent or shall be required to be removed at the end of the Lease term shall be the Lessor's sole, reasonable decision.

10) Tank Capital Maintenance

- a) If the Tank requires rehabilitation, including coating system replacement, the telecommunications equipment on the tank will require removal and temporarily installed on staging or temporary tower. All costs associated with relocating the equipment to and from the staging or furnishing and installing temporary tower, if required by LESSEE, and relocation to and from the temporary tower will be the sole responsibility of LESSEE. Except in the event of an emergency, when notice shall be

given as soon as practicable, LESSOR shall provide LESSEE with no less than six (6) months prior written notice of the need for such relocation. If LESSEE cannot operate the telecommunications equipment at the relocated area, LESSEE may, for the duration of such period of removal or shut-off, install and use a Cell on Wheels ("COW"), at no additional rent, at a mutually acceptable alternative location on the Property until such time that the rehabilitation has been completed and LESSEE can reinstall or turn back on its antennas at the original location on the Tank. LESSOR shall extend reasonable cooperation to the LESSEE in its efforts to relocate equipment and/or locate such COW on the Property, including LESSEE's efforts to obtain any required permits. If the LESSEE fails to remove their equipment for a tank rehabilitation project within the agreed upon time, and such delay is of no fault of LESSOR's, the LESSOR may assess "Liquidated Damages". LESSOR and LESSEE recognize that time is of the essence with a tank rehabilitation project. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by LESSOR if the Work is not completed on time. Accordingly, instead of requiring any such proof, LESSOR and LESSEE agree that as liquidated damages for delay (but not as a penalty) LESSEE shall pay LESSOR Eight Hundred dollars (\$800.00) ("Liquidated Damages") for each day that the equipment is not removed from the tank for the tank rehabilitation project, provided that such delay is not caused by LESSOR.

11) LESSOR's Access for ongoing Maintenance.

- a) LESSOR or agents of LESSOR may, at reasonable times, and in accordance with the Ashland Standard for Cellular on Tank, upon required prior notice to the LESSEE, enter to view the Leased Premises. In the event of an emergency or perceived emergency, the LESSOR shall notify the Ashland Department of Public Works as soon as possible to allow fence to be unlocked, to enter and make repairs or to inspect the Leased Premises. If after hours then LESSOR shall contact the Ashland Police Department to provide notice to the LESSEE. Annually, the LESSOR shall conduct an inspection of the Leased Premises.
- b) The LESSEE acknowledges that during the term of this Lease, routine painting of the Leased Premises shall occur. In conjunction with said painting, LESSEE agrees to temporarily modify and or disconnect the installation of any owned equipment secured in any way to the Tank when requested to do so by the LESSOR. The LESSOR will provide LESSEE no fewer than six (6) months prior written notice of the scheduled painting in writing. Notwithstanding the provisions of this Section 11, said routine painting shall not be subject to the provisions of the preceding Section 10 regarding "Tank Maintenance".

- c) During the period of routine painting LESSEE will be permitted to utilize temporary antenna apparatus, including but not limited to a COW, at no additional rent. LESSOR will make all reasonable accommodations for LESSEE to site said temporary apparatus at or as near as practicable to the Leased Premises. LESSOR shall extend reasonable cooperation to the LESSEE in its efforts to relocate equipment and/or locate such COW on the Property, including LESSEE's efforts to obtain any required permits. All temporary apparatus specifications shall be reviewed by the Town/Water Department and approved prior to installation, which approval shall not be unreasonably withheld, conditioned, or delayed. All costs associated with the temporary modification of LESSEE-owned equipment, and return of said equipment to the permanent approved location shall be borne by the LESSEE.
- d) If the LESSEE fails to remove their equipment for a tank maintenance project within the agreed upon time, and such delay is of no fault of LESSOR's, the LESSOR may assess "Liquidated Damages". TOWN and LESSEE recognize that time is of the essence with a tank maintenance project. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by LESSOR if the Work is not completed on time. Accordingly, instead of requiring any such proof, LESSOR and LESSEE agree that as liquidated damages for delay (but not as a penalty) LESSEE shall pay LESSOR Eight Hundred dollars (\$800.00) ("Liquidated Damages") for each day that the equipment is not removed from the tank for the tank maintenance project, provided that such delay is not caused by LESSOR.

12) Taxes.

- a) LESSEE shall be responsible for making any necessary returns for and paying any and all real and personal property taxes levied or assessed against the real property and improvements constructed by LESSEE on the Leased Premises.

13) Indemnification.

- a. The LESSEE shall indemnify, hold harmless and defend the LESSOR against any and all claims, damages, suits or causes of action for damages arising after the commencement of this Lease and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained by any person or persons whatever in or about the Leased Premises. It is the intention and agreement of the parties hereto that the LESSOR, its officers, boards, committees, agents, servants and employees shall not be liable for any personal injuries to the LESSEE or its officers, agents, employees, or invitees or to any other person entering the Leased Premises, or for any injury to any property of the LESSEE, its officers, agents, employees, or invitees, or any property on any part of the Leased Premises, irrespective of how said damage or injury was caused whether from

actions of the LESSEE or any other person, except that damage arising from a provable omission, fault, negligence or other misconduct of the LESSOR in or about the Leased Premises shall remain the responsibility of the LESSOR. LESSEE shall promptly notify LESSOR of any claim or proceeding brought against LESSEE in connection with LESSEE's operations on the Leased Premises and agrees to undertake forthwith to defend such action or proceeding, at LESSEE's own cost and expense, and hold the LESSOR harmless and indemnify the LESSOR against any liability thereon which may be asserted or imposed.

- b. The LESSEE shall indemnify and save harmless the LESSOR of and from any and all liability, loss, damage, expense, cause of action, suit, claim and judgment, including reasonable legal expenses in connection with defending against such action, suit or claim arising from injury to persons or property of any and every nature and for any matter arising from the LESSEE's occupation and use of the Leased Premises occasioned by the LESSEE, its agents, employees, or invitees during the term of this Lease.

14) Insurance.

- a) **Liability Insurance.** With respect to the Leased Premises and any adjacent property owned by the LESSOR and used by the LESSEE for ingress and egress to the Leased Premises, the LESSEE shall maintain at all times during the Term of this Lease, at its own expense and cost, commercial general liability insurance which shall include the broad form general liability against injury to persons or damage to property insuring LESSEE and including LESSOR as an additional insured, against any claim of liability arising out of LESSEE's use or occupancy of the Leased Premises. Such insurance shall further provide coverage in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate and shall be issued by a responsible reputable company authorized to do business in Massachusetts and in good standing therein.
- b) **Fire Insurance.** The LESSEE shall, at all times during the Term of this Lease Agreement, at its own expense and cost, maintain insurance for the Leased Premises and all wireless communication equipment, which insurance shall provide protection against fire and the risks covered by: (1) the usual extended coverage endorsement; (ii) vandalism endorsement; and (iii) the so-called "all risk" endorsement. The minimum amount of fire insurance shall be to the full replacement cost basis for their respectively owned real or personal property. The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the Leased Premises or its contents or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or a similar body succeeding to its powers.
- c) Certificates of such insurance shall be delivered via email to LESSOR at or prior to the commencement date of the Lease and certificates of renewals or replacements

thereafter shall be furnished to LESSOR prior to the expiration date of each such insurance policy.

- d) All such policies of insurance shall contain an endorsement that they may not for any reason be cancelled or terminated for failure or refusal to renew by the insurance company or by LESSEE, except only if the insurance companies issuing such policies shall notify the LESSOR in writing by certified or registered mail no less than ten (10) days prior to the effective date of such proposed cancellation, termination or failure or refusal to renew.
- e) In the event that any such policy is proposed to be terminated, not renewed or otherwise cancelled for any reason whatsoever, by the insurance company or the LESSEE, the LESSEE shall also immediately and prior to the effective date of such termination, cancellation or non-renewal provide equivalent substitute policies in like qualified companies and in like amounts to the LESSOR. Upon failure to so provide such substitute policies the LESSOR may declare a default hereunder and unless such default is timely cured, terminate the Lease.
- f) LESSOR and LESSEE 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, it being the intent of the Parties that each shall look solely to its own insurance to protect itself from loss to its own property. The provisions of this subsections (f) shall survive the expiration or termination of this Lease.

15) Fire and Casualty.

- (a) LESSOR and LESSEE will provide notice to one another of any casualty affecting the Leased Premises. If the telecommunications equipment or Leased Premises (and/or the Tank) is substantially destroyed by fire or other casualty so as to render the Leased Premises/Tank unable to accommodate the telecommunications equipment, LESSEE may terminate this Lease by providing written notice to LESSOR, without recourse. If only a portion of the Leased Premises is damaged, the Lease shall continue, but payment of Rent shall abate proportionately only if and only for so long as the casualty materially and adversely affects the operation of the telecommunications equipment or use of the Tank, provided that LESSEE promptly and diligently repairs and restores the telecommunications equipment or Leased Premises to as near its former condition as soon as possible, which LESSEE agrees shall occur no later than ninety (90) days from the date of said casualty. If the damage to the Leased Premises and/or the telecommunications equipment is such that it cannot reasonably be restored within said ninety (90) day period, LESSEE may terminate this Lease by giving LESSOR thirty (30) days' written notice.

- (b) In the event LESSEE decides to repair and restore any damage to the telecommunications equipment and Leased Premises, LESSEE shall have the right, with the prior consent of LESSOR and subject to the terms of this Lease, to bring a COW onto the Property at a location approved by LESSOR, and to operate and maintain the COW throughout the duration of the repair and restoration, which LESSEE shall undertake with all reasonable diligence. LESSEE shall be required to obtain all permits and approvals required for the installation and operation of the COW.
- c) If LESSEE fails to notify the LESSOR of its intention to terminate the Lease as specified in subparagraph 15 (a) above or fails to restore the Leased Premises to its prior condition within ninety (90) days of said damage, LESSOR may terminate this Lease.

16) Eminent Domain.

If the entire Leased Premises shall be taken by right of eminent domain, the Lease shall terminate, as of the time that possession is required by the taking authority. If only part of the Leased Premises shall be so taken by right of eminent domain, then if the part so taken renders the remaining Leased Premises unfit or unsuitable for continued use and occupancy, or if the Leased Premises cannot, in the reasonable judgment of LESSOR, be restored not later than ninety (90) days after possession, LESSOR may terminate this Lease. LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment. LESSEE shall have the right to claim and recover from the condemning authority any amounts recoverable by LESSEE on account of any and all damage to LESSEE business and any costs or expenses incurred by LESSEE in moving/removing its telecommunications equipment.

17) Defaults and Bankruptcy.

- a) In the event that: (1) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for twenty (20) days after receipt of written notice thereof; or (2) the LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder or of any term, condition or provision or any permit, license or other like approval required for the operation of LESSEE's wireless communication equipment, and such default shall not be corrected within thirty (30) days after written notice thereof; or, (3) the LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

- b) The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default in the observance or performance of any conditions or covenants on the LESSEE's part to be observed or performed under or by virtue of any of the provisions in this Lease, then the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eight (8%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent. LESSOR shall give LESSEE sixty (60) days' notice before any interest shall be charged.

18) Termination.

- a) LESSEE may terminate this Lease without further liability, upon thirty (30) days prior written notice to LESSOR, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect LESSEE's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of LESSEE; (iii) technical or economic reasons; or (iv) if LESSEE is unable to obtain any license, permit or other governmental approval required for the construction or operation of LESSEE's telecommunications equipment. Upon ninety (90) days prior written notice to LESSOR, LESSEE may terminate this Lease for any or no reason, however LESSEE shall pay the LESSOR a termination fee equal to six (6) months of rent at the current rent rate.
- b) Upon termination of the Lease for any reason including reaching the end of the Lease Period, the LESSEE shall remove all personal property and equipment installed at the Leased Premises, including any utility connections, and shall restore the Leased Premises to its pre-existing condition or as approved by the town. Such removal shall be completed within one hundred and twenty (120) days of the expiration or termination of this Lease.
- i) All portions of the Facility (all equipment and materials in their entirety) brought onto the Leased Premises by LESSEE will be and remain LESSEE's personal property and, at LESSEE's option, may be removed by LESSEE at any time during the Term. LESSOR covenants and agrees that no part of the facility constructed, erected or placed on the Leased Premises by LESSEE will become, or be considered as being affixed to or part of, the Leased Premises. Within one hundred and twenty (120) days of the expiration or termination of this agreement, LESSEE will remove all such improvements. Any footings, foundations, and concrete will be removed in their entirety from the Leased Premises and the Leased Premises restored as close as is reasonably possible to its original condition, damage by the elements, fire or other casualty, reasonable wear and

tear, takings by eminent domain and damage properly attributable to the LESSOR excepted. All costs associated with the removal of the telecommunications equipment shall be borne by LESSEE. Rent pro-rated monthly will be assessed for the time that all equipment is not removed to the LESSOR's reasonable satisfaction. Reasonable costs incurred by the LESSOR due to the LESSEE's non-compliance with the removal provisions of the agreement shall be paid for by the LESSEE, provided that LESSOR provides reasonable supporting documentation.

- ii) The Town reserves the right to utilize the performance bond for these purposes. In the alternative, if the Town does not require removal of all personal property including utility connections installed by the LESSEE, it may require the LESSEE to transfer title of such property and connections to the Town by appropriate written documentation.

19) Surrender.

The LESSEE shall at the expiration or other termination of this Lease remove all the Lessee's equipment from the Leased Premises, either inside or outside the Leased Premises and all alterations not accepted by LESSOR as permanent in accordance with paragraphs 9(b) and 18(b(ii)), above, including, without hereby limiting the generality of the foregoing, all improvements, fixtures and personal property constructed or installed on the Leased Premises by LESSEE, including panels, equipment building, radio, antenna, antenna mast, cable trays, supports, electronic, and/or electric equipment, cables, wire, and coaxial cable. The LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, if any, and other fixtures connected therewith, and all allowed permanent alterations and additions made to or upon the Leased Premises, in good condition, damage by the elements, fire or other casualty, reasonable wear and tear, takings by eminent domain and damage properly attributable to the LESSOR excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the Leased Premises, the LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE's expense, or to retain same under the LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20) Assignment.

This Lease may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of liability or primary responsibility for satisfaction in full of LESSEE's covenants and obligations hereunder nor any change in parties to be notified for any purpose shall be effective or enforceable until written notice is given to the LESSOR by certified mail, return receipt

requested by LESSEE. Upon LESSOR's receipt of such notice, LESSEE shall be relieved of all liabilities and obligations and LESSOR shall look solely to the transferee for performance under this Lease. All notice requirements imposed upon the LESSOR by this Lease shall be fully and lawfully satisfied by notice given to the named LESSEE identified herein, or such subsequent LESSEE as has been the subject of a notice of change complying with the requirements of this paragraph. As to other parties, this Lease may not be sold, assigned or transferred to any other party without the written consent of the LESSOR, which such consent will not be unreasonably conditioned, delayed or withheld. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

21) Amendment.

Lease revision shall be valid unless made in writing and signed by a duly authorized agent of LESSEE and the LESSOR acting by and through its Administrator. No provision may be waived except in writing signed by the Administrator when such waiver is on behalf of the LESSOR and a duly authorized signatory of the LESSEE.

22) Severability.

If any term or condition of this Lease be held unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein.

23) Interpretation.

- a) Unless otherwise specified, the following rules of construction and interpretation apply:
 - i) Captions are for convenient reference only and in no way define or limit the construction of the terms and conditions hereof;
 - ii) use of the term "including" shall be interpreted to mean "including but not limited to;" use of the terms "termination" or "expiration" are interchangeable; use of the terms "will" and "shall" are interchangeable, and mandatory, rather than permissive;
 - iii) except as otherwise expressly stated, whenever a party's approval or consent is required under this Lease, such consent shall not be unreasonably withheld or delayed;

- iv) reference to a default shall take into consideration any applicable notice, grace and cure periods; and
- v) exhibits are an integral part of the Lease.

24) Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law. Any disputes arising out of this Lease shall be brought, if at all, in the courts of the Commonwealth of Massachusetts, to whose jurisdiction the parties hereby assent. No litigation concerning this Lease and the performance thereof, shall be conducted in, or removed to any federal district court.

25) Notice of Lease.

LESSOR agrees to execute a Notice of Lease pursuant to M.G.L. c. 183, §4, to be prepared by LESSEE, which Notice may be recorded by LESSEE at its expense. Immediately upon recording a copy shall be sent to the LESSOR.

26) Notices.

All notices must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice) and shall be deemed received as of the earlier of five days after the date of the postmark or actually receipt thereof:

LESSOR:

Town of Ashland Town Manager
101 Main Street Ashland, MA 01721

LESSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
ATTN: Lease Compliance / 4BS0539A

27) Entire Agreement.

This Lease contains all the agreements, promises and understanding between the LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any disputes, controversy or proceeding at law, and any addition, variation

or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

The following Exhibit(s) are attached to and made part of this Lease Agreement:

Exhibit(s):

- A: Legal description of Property.
- B: Site plan.
- C: Standards For Design And Approval To Mount or Modify Communications Equipment on Municipal Water Storage Tanks.
- D. Lessee proposed installation description.

(Signatures on the following page.)

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respected seals this day.

LESSOR: Town of Ashland

By its Board of Selectmen

Robert Scherer

Date: 8/16/23

Approved as to Form

[Signature]
Town Counsel

Date: 7/26/23

LESSEE: T-Mobile Northeast LLC

DocuSigned by:
Steven Andrade
0224554B15C4438...

Signature Steven Andrade

By: Senior Director, Network Engineering and Operations

Date: 7/20/2023



EXHIBIT A

The Property

(see attached)

PK11502 PG262

7740

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

April 30, 1968

ORDER OF TAKING

WHEREAS, the Town of Ashland, a public body, politic and corporate situate within the County of Middlesex did at a Town meeting regularly called and duly warned adopt Chapter 456 of Acts of 1908 wherein was established a Board of Water Commissioners empowered to supply the Town of Ashland and its inhabitants with a water supply system with authority to take and acquire land within the Town for such purposes; and

WHEREAS, the Town of Ashland at a Special Town Meeting on March 9, 1967 under Article I appropriated monies for the construction of a standpipe including the acquisition of a site therefor in connection with extension of said municipal water system; and

WHEREAS, the Board of Public Works of the Town of Ashland having been duly elected and qualified under action of the Annual Town Meeting of said Town of Ashland held on March 4, 1968, pursuant to authority of the action of said Town in its annual Town Meeting of March 6, 1967 establishing a Board of Public Works having all previous powers exercised by the said Board of Water Commissioners; and

WHEREAS, the said Board of Public Works, in accordance with its powers as set forth in the aforementioned enabling act and votes of the Town, and every other power enabling, have determined that the area hereinafter described within its jurisdiction constitutes an area necessary to be used to provide a site for a standpipe, essential to and an integral part of its municipal water system; and

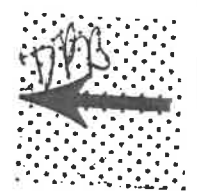
WHEREAS, said Board of Public Works has determined that the taking in fee simple by eminent domain of the hereinafter

NY-7-68 NY 0903 0128E

454

SEE PLAN IN RECORD BOOK 11502 PAGE 262

CP



BK11502 PG263

described area is necessary and reasonably required to carry out the purposes of furnishing water to the Town of Ashland and its inhabitants; and

WHEREAS, the said Board of Public Works has caused the hereinafter described premises to be appraised in accordance with Chapter 79, Section 7A, and have also caused funds to be made available for damages in accordance with such appraisal; and

NOW, THEREFORE, ORDERED, that the Ashland Board of Public Works, acting under the provisions of said Chapter 456 of Acts of 1908, and all other authority thereto enabling and pursuant to the applicable provisions of G. L. (Ter. Ed.) Chapter 79, and of any and every other power and authority to it, granted or implied, hereby take of the Town of Ashland, in fee simple by eminent domain for the purpose hereinbefore set forth, the extension of its municipal water system, the area or areas hereinafter described, including all parcels of land therein, the trees, buildings, and any other structures standing upon or affixed thereto and including the fee to the center of any and all streets, highways, and public ways, contiguous and adjacent to the said area but excluding any and all easements of public highways and public easements of travel in and to any and all streets, highways, and public ways, contiguous and adjacent to the said area or areas, all situated in the Town of Ashland as bounded and described in the attached "Annex A";

AND, that the said Board of Public Works hereby make the following award for damages sustained by the owner and all other persons including all mortgagees of record having any and all interest in the area or areas hereinbefore described in the taking or injury of or injury to his or its

BK11502 PG264

property or entitled to any damages by reason of the taking

Alfred L. Alberini and Theresa Alberini, the supposed owner, Area to be taken, 39,185 square feet, Award, No damage (-\$0-)

The property and property rights taken as aforesaid are shown on a plan entitled "Town of Ashland, Mass., Board of Public Works, Plan of Land on Cedar Street, Parcel 1, To be acquired by Town of Ashland for Water Distribution Standpipe, Scale 1" = 40', April 22, 1968, Haley & Ward, Inc. Engineers, Waltham, Mass." to be recorded with this order of taking in the South District Middlesex Registry of Deeds at East Cambridge, Massachusetts.

All names of owners herein given, although supposed to be correct are such only as matters of opinion and belief.

All owners of land taken as aforesaid are hereby required to remove all property except buildings, fences, other structures and trees from lands so taken before the first day of June, 1968.

And it is hereby further ordered, that the ~~town~~ Ashland Board of Public Works cause this instrument to be recorded in the office of the Registry of Deeds in Middlesex County, Massachusetts.

IN WITNESS WHEREOF, we, the following member of Ashland Board of Public Works have caused these presents to be signed in the name and behalf of Town of Ashland this 30th day of April in the year of our Lord, 1968.

TOWN OF ASHLAND
Board of Public Works

Louis P. Fortin
Antonio J. ...



BK11502 PG265

"ANNEX A"

NORTHERLY S 10° 36' 50" E, Two hundred and 25/100
(200.25) feet;
EASTERLY S 78° 22' 25" W, One hundred eighteen
(118.00) feet, more or less, and Eighty
Four (84.00) feet, more or less;
SOUTHERLY N 10° 46' 40" W and by a radius, One
hundred ninety four and 26/100 (194.26)
feet;
WESTERLY N 78° 22' 50" E, One hundred seventy five
and 77/100 (175.77) feet.

All of the same being more particularly described
in plan of land entitled "Town of Ashland, Mass.,
Board of Public Works, Plan of Land on Cedar St.,
Parcel A, to be acquired by Town of Ashland for
Water Distribution Standpipe, Scale 1"=40', April
22, 1968, Haley & Ward, Inc. Engineers, Waltham, Mass."
To be recorded with Middlesex South District Registry
of Deeds.

BK11569 PG356

Q7-

QUITCLAIM DEED (INDIVIDUAL) 881

[Handwritten initials]

SEP 10 10 58 AM '68 1192 1192 ***1.00

We, ALFRED L. ALBERINI and THERESA ALBERINI, husband and wife, tenants by the entirety, both of Ashland, Middlesex County, Massachusetts.

do hereby quitclaim, for consideration paid, grant to TOWN OF ASHLAND, a municipal corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, situated in the County of Middlesex

with quitclaim warranty

the land ~~is~~ situated in said Ashland on Cedar Street shown on plan of land entitled "Town of Ashland, Mass., Board of Public Works, Plan of Land on Cedar St., Parcel A, to be acquired by ~~(Town of Ashland for Water Distribution Standpipe, Scale 1" = 40', April 22, 1968, Haley & Ward, Inc. Engineers, Waltham, Mass., and recorded with Middlesex South District Registry of Deeds; and according to said plan being bound and described as follows:~~

- NORTHERLY: S 10° 36' 30" E Two hundred and 25/100 (200.25) feet;
- EASTERLY S 78° 22' 25" W One hundred eighteen (118.00) feet, more or less, and eighty-four (84.00) feet, more or less;
- SOUTHERLY N 10° 48' 40" W and by a radius, one hundred ninety-four and 26/100 (194.26) feet;
- WESTERLY N 78° 22' 30" E One hundred seventy-five and 77/100 (175.77) feet.

Being a portion of the same premises described in deed to the grantors recorded in Book 7552, page 359, in Middlesex South District Registry of Deeds.

For further reference of above conveyance, see taking by Town of Ashland dated April 30, 1968, recorded with said deeds.

husband of said grantor,
wife

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this 22nd day of August 19 68

[Signatures of Alfred L. Alberini and Theresa Alberini]

The Commonwealth of Massachusetts

[Signature] 22 August 20 19 68

Then personally appeared the above named *[Signature]* and acknowledged the foregoing instrument to be *[Signature]* free act and deed, before me



[Signature]
Notary Public
My commission expires December 26 19 68

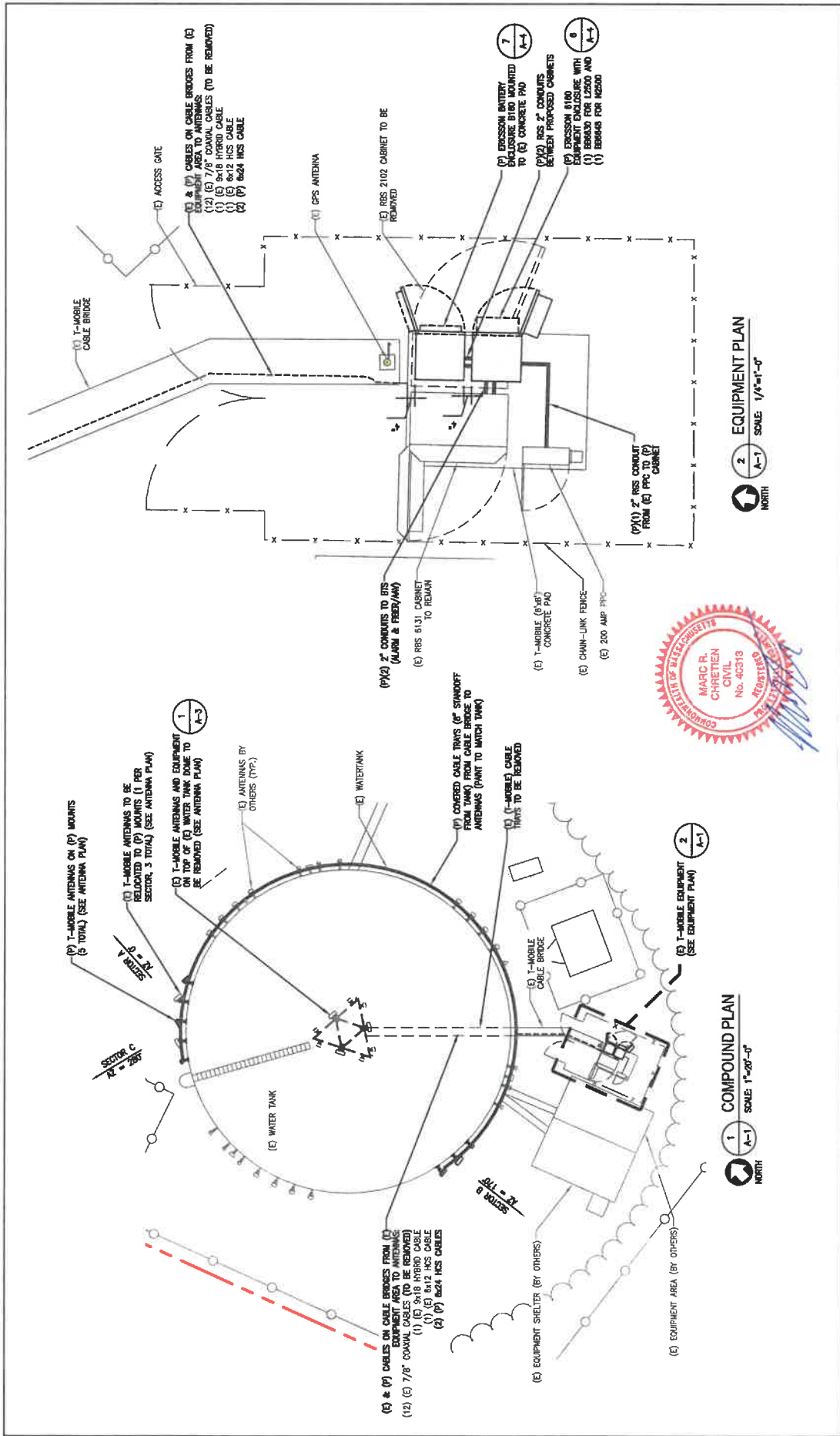
(*Individual—Joint Tenants—Tenants in Common—Tenants by the Entirety.)

EXHIBIT B

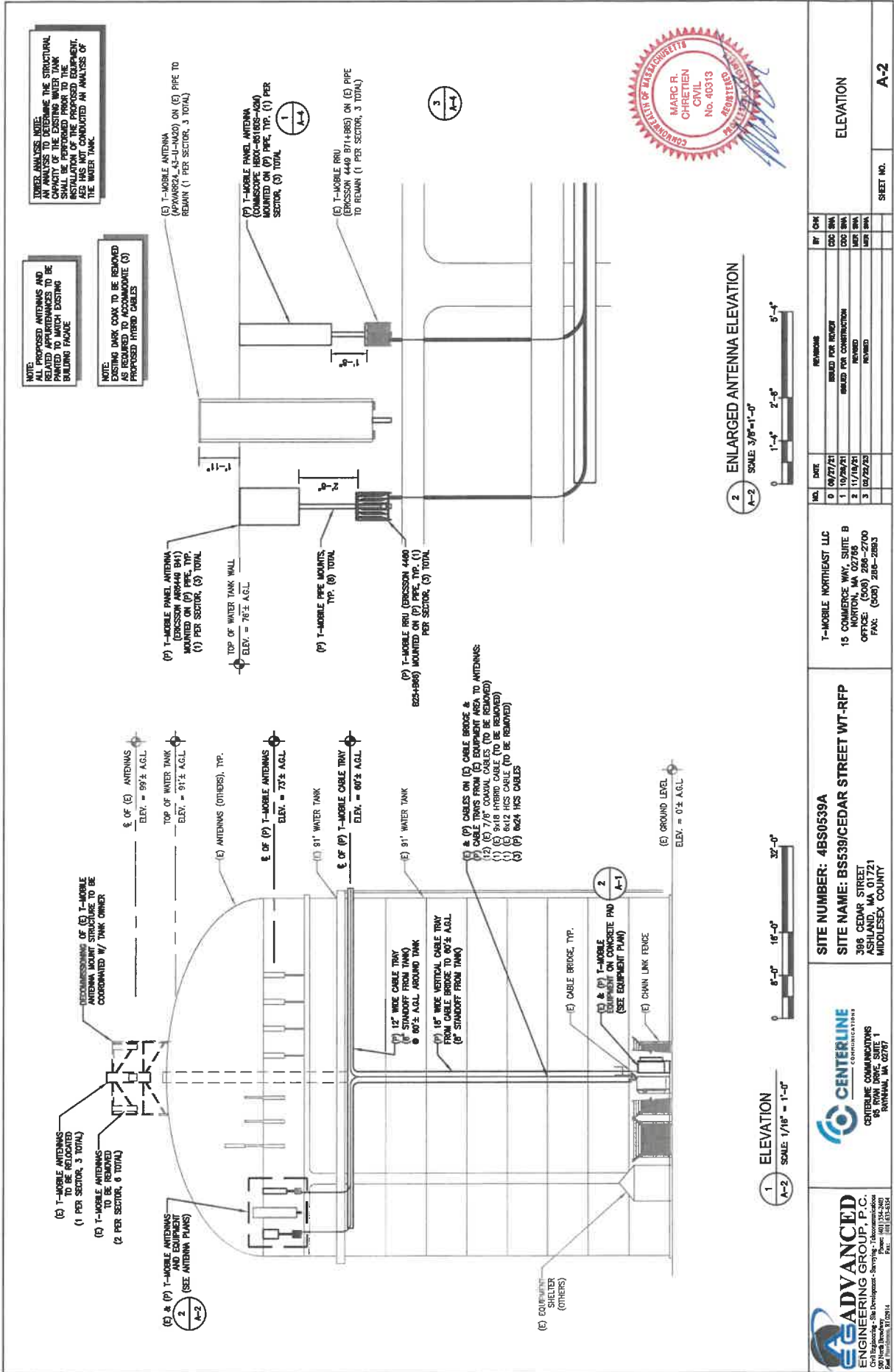
LESSEE's Wireless Communications Facility

(see attached)

| <p>SITE NUMBER: 4BS0539A</p> <p>SITE NAME: BS539/CEDAR STREET WT-RFP</p> <p>396 CEDAR STREET ASHLAND, MA 01721 MIDDLESEX COUNTY</p> <p>DESIGN CONFIGURATION: 67D5A998E 6160</p> | | <p>GENERAL NOTES</p> <p>1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF T-MOBILE NORTHEAST, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.</p> <p>2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSIBLE BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.</p> <p>3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE T-MOBILE REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------------|--|-------------|-----------|-------------|----------|-------------------|---|----------------------------|-------------------------|-----------|----------|---------------|---|----------|----------|--|---|--------------------------|-----|--------------------------|---|------------------|---|---------------------------------------|--|---------|--|
| <p>PROJECT INFORMATION</p> <p>UNMANNED TELECOMMUNICATIONS FACILITY MODIFICATIONS</p> <p>396 CEDAR STREET ASHLAND, MA 01721 42.23536200° N -71.43858400° W</p> <p>NATIONAL, STATE & LOCAL CODES OR ORDINANCES</p> <p>TELECOMMUNICATIONS FACILITY</p> <p>TELECOMMUNICATIONS FACILITY</p> <p>ANCHOR SITE</p> <p>67D5A998E 6160</p> | | <p>LOCUS MAP</p>  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>DRAWING INDEX</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>3</td><td>TITLE SHEET</td></tr> <tr><td>3</td><td>GENERAL NOTES</td></tr> <tr><td>3</td><td>COMPOUND & EQUIPMENT PLANS</td></tr> <tr><td>3</td><td>ELEVATION</td></tr> <tr><td>3</td><td>ANTENNA PLANS</td></tr> <tr><td>3</td><td>DETAILS</td></tr> <tr><td>3</td><td>STRUCTURAL DETAILS</td></tr> <tr><td>3</td><td>CABINET MOUNTING DETAILS</td></tr> <tr><td>3</td><td>STANDOFF BRACKET DETAILS</td></tr> <tr><td>3</td><td>STRUCTURAL NOTES</td></tr> <tr><td>3</td><td>GROUNDING, ONE-LINE DIAGRAM & DETAILS</td></tr> </tbody> </table> | | REV | DESCRIPTION | 3 | TITLE SHEET | 3 | GENERAL NOTES | 3 | COMPOUND & EQUIPMENT PLANS | 3 | ELEVATION | 3 | ANTENNA PLANS | 3 | DETAILS | 3 | STRUCTURAL DETAILS | 3 | CABINET MOUNTING DETAILS | 3 | STANDOFF BRACKET DETAILS | 3 | STRUCTURAL NOTES | 3 | GROUNDING, ONE-LINE DIAGRAM & DETAILS | <p>GENERAL NOTES</p> <p>1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF T-MOBILE NORTHEAST, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.</p> <p>2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSIBLE BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.</p> <p>3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE T-MOBILE REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.</p> | | |
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| 3 | TITLE SHEET | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | GENERAL NOTES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | COMPOUND & EQUIPMENT PLANS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | ELEVATION | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | ANTENNA PLANS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | DETAILS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | STRUCTURAL DETAILS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | CABINET MOUNTING DETAILS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | STANDOFF BRACKET DETAILS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | STRUCTURAL NOTES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | GROUNDING, ONE-LINE DIAGRAM & DETAILS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>APPROVED</p> <p>By Ryan Monte de Ramos at 7:28 pm, Mar 14, 2023</p>  | | <p>DIG SAFE SYSTEM, INC.</p> <p>CALL BEFORE YOU DIG</p> <p>CALL TOLL FREE: 811 OR 888-DIG-SAFE</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>UNDERGROUND SERVICE ALERT</p> | | <p>UNDERGROUND SERVICE ALERT</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>ENGINEERING GROUP, P.C. 590 North Broadway Boston, MA 02111 Tel: (617) 635-5354 Fax: (617) 635-5354</p> | | <p>CENTERLINE COMMUNICATIONS 396 CEDAR STREET ASHLAND, MA 01721</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>SITE NUMBER: 4BS0539A SITE NAME: BS539/CEDAR STREET WT-RFP 396 CEDAR STREET ASHLAND, MA 01721 MIDDLESEX COUNTY</p> | | <p>T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B MORTON, MA 02766 OFFICE: (508) 288-2700 FAX: (508) 288-2893</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td>0</td><td>06/27/21</td><td>ISSUED FOR REVIEW</td></tr> <tr><td>1</td><td>10/26/21</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>2</td><td>11/16/21</td><td>REVISION</td></tr> <tr><td>3</td><td>02/23/23</td><td>REVISION</td></tr> </tbody> </table> | | NO. | DATE | REVISIONS | 0 | 06/27/21 | ISSUED FOR REVIEW | 1 | 10/26/21 | ISSUED FOR CONSTRUCTION | 2 | 11/16/21 | REVISION | 3 | 02/23/23 | REVISION | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>BY</th> <th>CHK</th> </tr> </thead> <tbody> <tr><td>CDC SNA</td><td></td></tr> <tr><td>CDC SNA</td><td></td></tr> <tr><td>MER SNA</td><td></td></tr> <tr><td>MER SNA</td><td></td></tr> </tbody> </table> | | BY | CHK | CDC SNA | | CDC SNA | | MER SNA | | MER SNA | |
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| <p>TITLE SHEET</p> | | <p>T-1</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |



| COMPOUND & EQUIPMENT PLANS | | SHEET NO. A-1 | |
|---|--|---|--|
| T-MOBILE NORTH EAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02768 OFFICE: (508) 286-2700 FAX: (508) 286-2863 | | SITE NUMBER: 4BS0539A SITE NAME: BS539/CEDAR STREET WT-RFP 308 CEDAR STREET JOSHUA, MA 01921 MIDDLESEX COUNTY | |
| CENTERLINE COMMUNICATIONS CENTERLINE COMMUNICATIONS 95 TRAVEL DRIVE, SUITE 1 BURLINGTON, MA 02709 | | EG ADVANCED ENGINEERING GROUP, P.C. Civil Engineering - Site Development - Surveying - Transportation Planning 1000 State Street, Suite 1000 Boston, MA 02111 Tel: (617) 817-6334 Fax: (617) 817-6334 | |



NOTE:
 ALL PROPOSED ANTENNAS AND RELATED APPURTENANCES TO BE PAINTED TO MATCH EXISTING BUILDING FACADE.

NOTE:
 EXISTING DARK COAK TO BE REMOVED AND REPAIRED WITH AN ANTI-RUST PROPOSED HYBRID CABLES.

JUNKER ANALYSIS NOTE:
 AN ANALYSIS TO DETERMINE THE STRUCTURAL CAPABILITY OF THE EXISTING WATER TANK SHALL BE OBTAINED PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT. AES HAS NOT CONDUCTED AN ANALYSIS OF THE WATER TANK.



2 ENLARGED ANTENNA ELEVATION
 SCALE: 3/8"=1'-0"

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

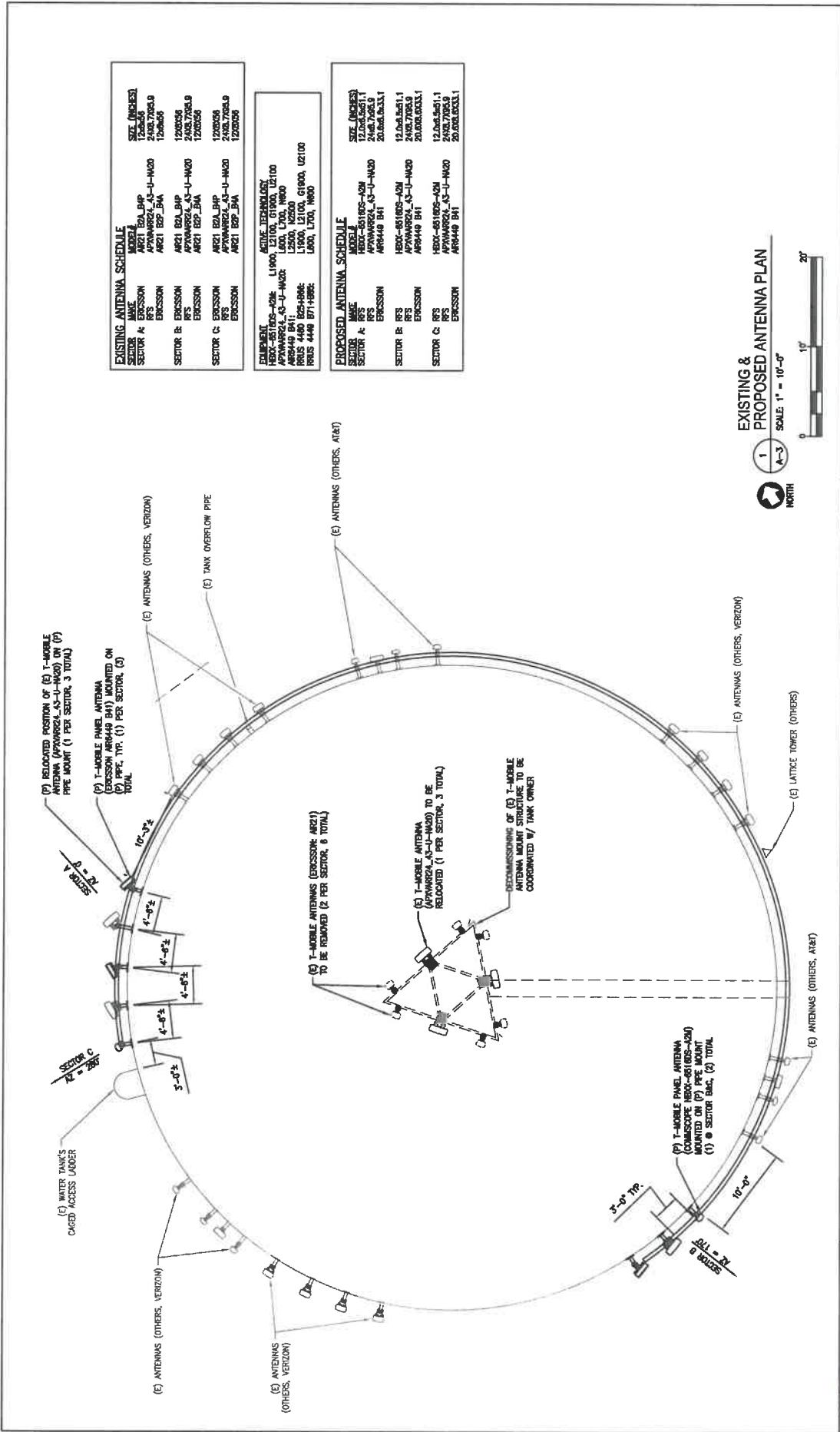
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| 1 | 10/29/21 | ISSUED FOR CONSTRUCTION | CDC | SKA |
| 2 | 11/18/23 | REVISED | SKA | SKA |
| 3 | 02/22/25 | REVISED | SKA | SKA |

| | |
|---|-------------------------------|
| SITE NUMBER: 4BS0539A | T-MOBILE NORTHEAST LLC |
| SITE NAME: BSS39/CEDAR STREET WT-RFP | 15 COMMERCE WAY, SUITE B |
| 398 CEDAR STREET | ASHLAND, MA 01721 |
| MIDDLESEX COUNTY | OFFICE: (508) 288-2700 |
| | FAK: (508) 285-2893 |

| | |
|--|----------------------------------|
| ADVANCED ENGINEERING GROUP, P.C. | CENTERLINE COMMUNICATIONS |
| Civil Engineering, Site Development, Surveying, Telecommunications | 35 RAIN DRIVE, SUITE 1 |
| PO Box 1000, North Andover, MA 01845 | RAYNHAM, MA 02787 |
| Phone: (978) 631-5252 | |
| Fax: (978) 631-5252 | |

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| ELEVATION | SHEET NO. |
| | A-2 |

TMO Signatory Level: L04/L05
 NLG-84597



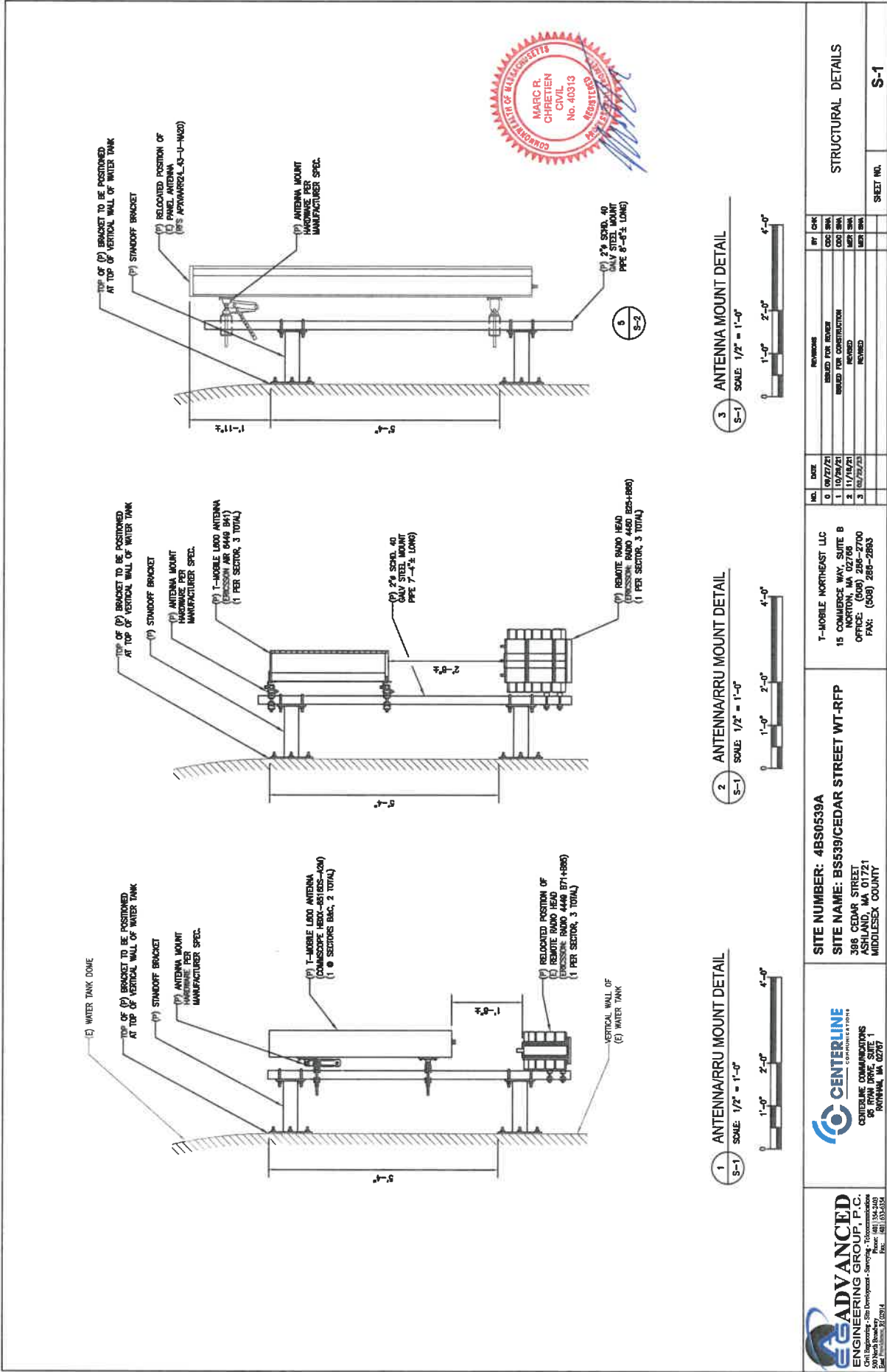
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| 1 | 10/29/21 | DDI SNA | |
| 2 | 11/19/21 | DDI SNA | |
| 3 | 02/27/23 | DDI SNA | |

| | |
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| NO. DATE | DESCRIPTION |
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| 1 10/29/21 | ISSUED FOR CONSTRUCTION |
| 2 11/19/21 | REVISED |
| 3 02/27/23 | REVISED |

| | |
|---|-------------------------------|
| SITE NUMBER: 4BS0539A | T-MOBILE NORTHEAST LLC |
| SITE NAME: BSS39/CEDAR STREET WT-RFP | 15 COMMERCE WAY, SUITE B |
| 398 CEDAR STREET | NORTON, MA 02718 |
| ASHLAND, MA 01721 | OFFICE: (508) 286-2700 |
| MIDDLESEX COUNTY | FAX: (508) 286-2893 |

| |
|----------------------------------|
| CENTERLINE COMMUNICATIONS |
| CENTERLINE COMMUNICATIONS |
| 85 RIVER DRIVE SUITE 1 |
| NANTUCKET, MA 02557 |

| |
|---|
| ADVANCED ENGINEERING GROUP, P.C. |
| 500 North Broadway |
| Providence, Rhode Island 02903 |
| Phone: (401) 334-2400 |
| Fax: (401) 334-3584 |



ADVANCED
 ENGINEERING GROUP, P.C.
 570 North Boundary
 Farmington, CT 06031
 Tel: (860) 334-2428
 Fax: (860) 334-2554

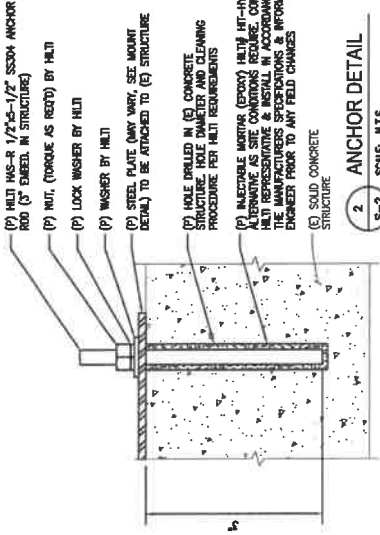
CENTERLINE
 COMMUNICATIONS
 CENTERLINE COMMUNICATIONS
 85 RIVAN RFPIC, SUITE 1
 FARMINGTON, MA 02707

SITE NUMBER: 4BS0539A
 SITE NAME: BSS39/CEDAR STREET WT-RFP
 308 CEDAR STREET
 ASHLAND, MA 01721
 MIDDLESEX COUNTY

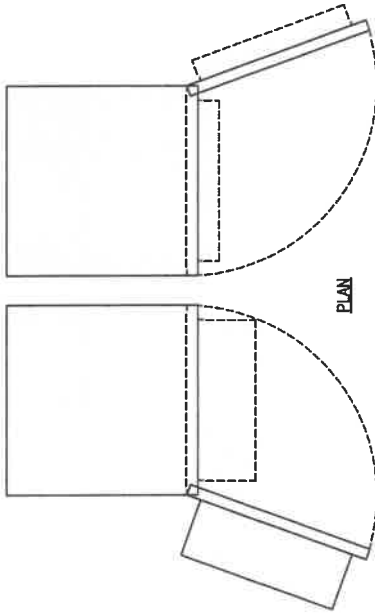
T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02766
 OFFICE: (508) 286-2700
 FAX: (508) 286-2863

| NO. | DATE | REVISIONS | BY | CHK |
|-----|----------|-------------------------|---------|-----|
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| 3 | 02/29/23 | REVISED | MBT/SLA | |

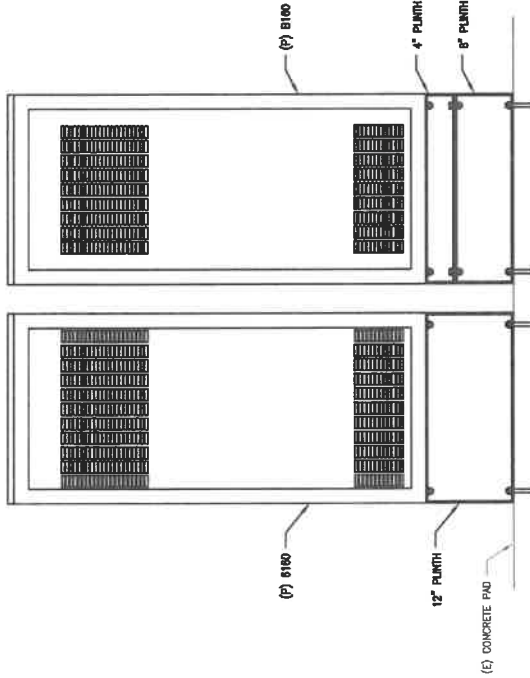
STRUCTURAL DETAILS
 SHEET NO. **S-1**



2 ANCHOR DETAIL
SCALE: N.T.S.

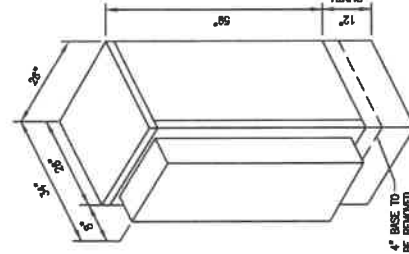


PLAN



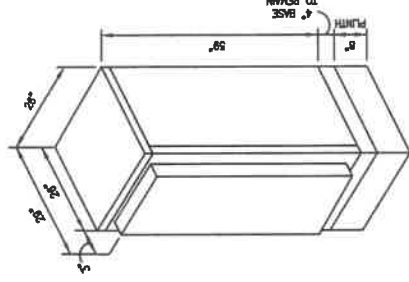
ELEVATION

1 EQUIPMENT CABINET MOUNTING DETAILS
SCALE: 3/4\"/>



ENCLOSURE 6160 AC
PRELIMINARY SPECIFICATIONS
MANUFACTURER: T-MOBILE
WEIGHT W/O EQUIPMENT: 300 LBS.
WEIGHT W/ EQUIPMENT: 605 LBS.

3 EQUIPMENT CABINET
SCALE: N.T.S.

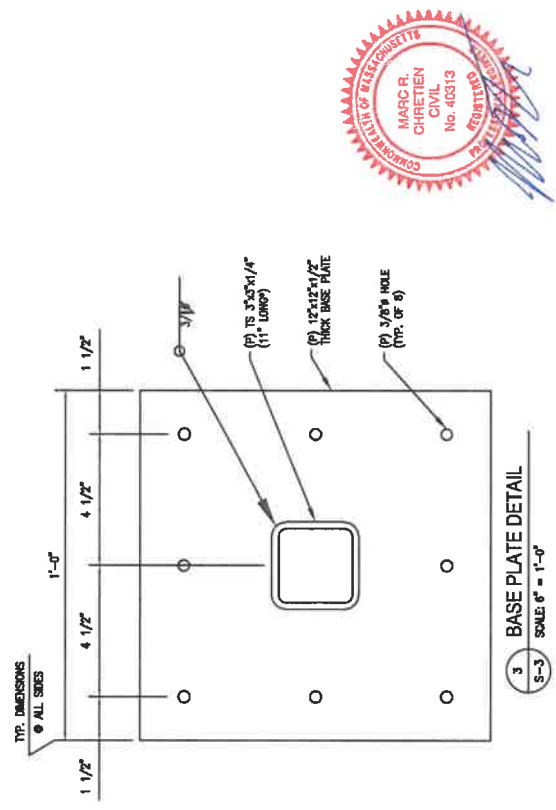
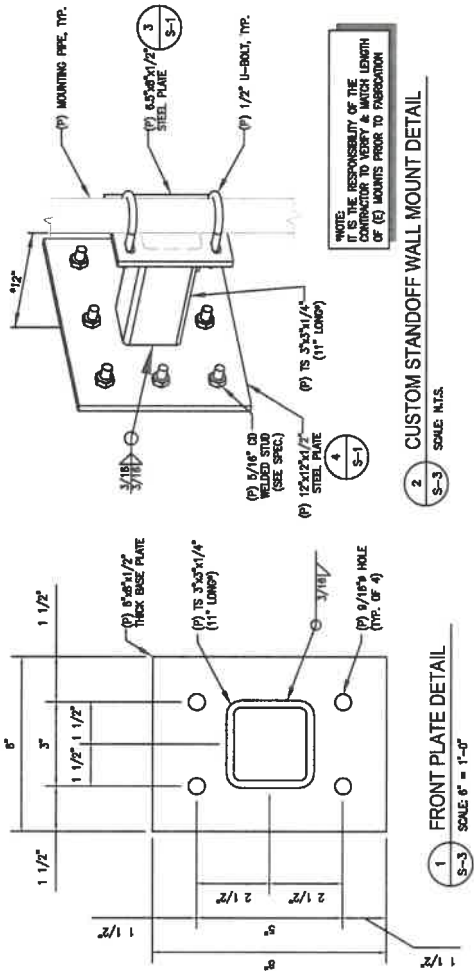


ENCLOSURE B160
PRELIMINARY SPECIFICATIONS
MANUFACTURER: T-MOBILE
WEIGHT W/O BATTERIES: 295 LBS.
WEIGHT W/ BATTERIES: 1,353 LBS.
ONLY TWO (2) STRINGS OF BATTERIES ALLOWED

4 BATTERY CABINET
SCALE: N.T.S.

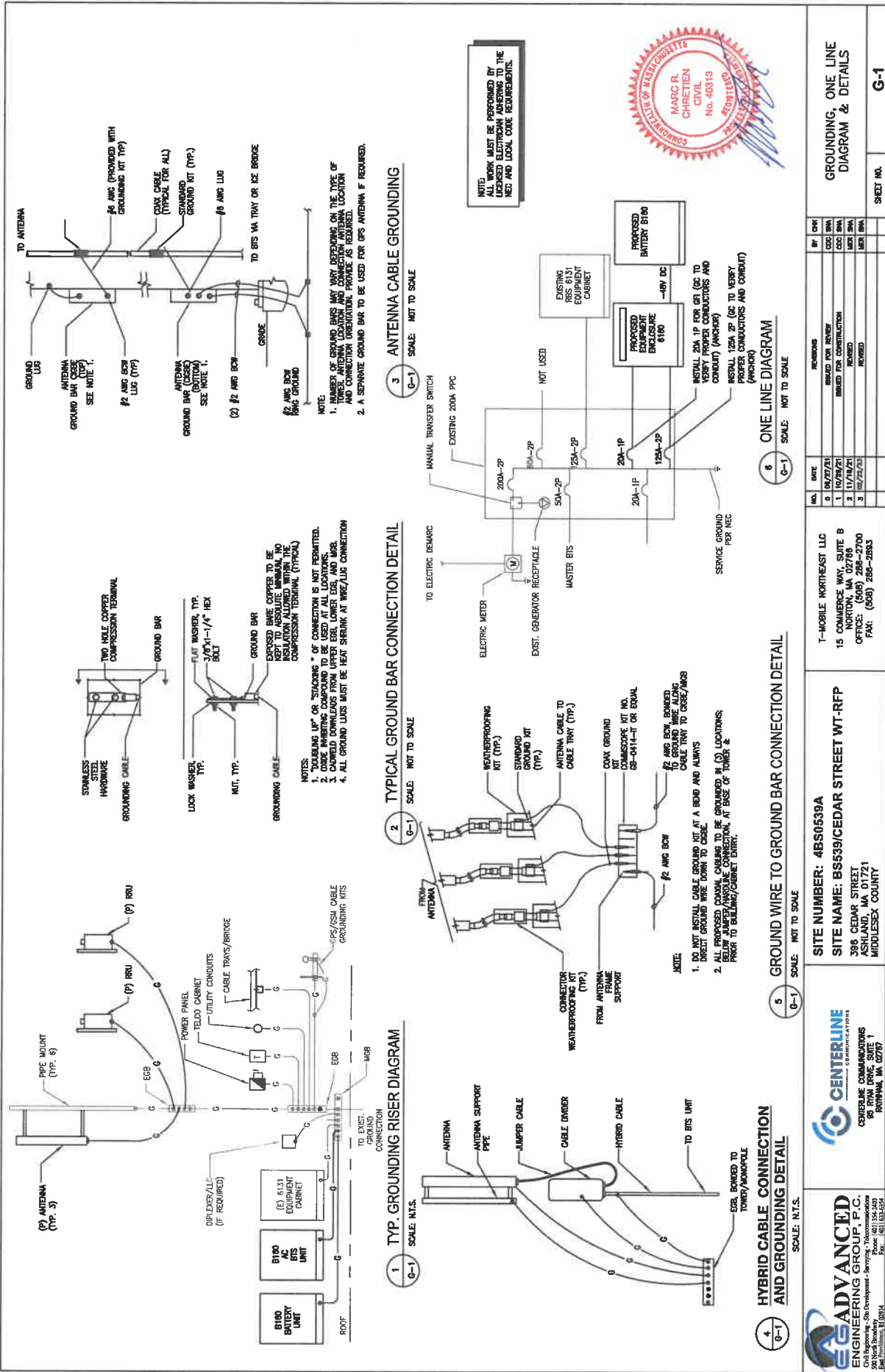
STRUCTURAL LIMITATIONS:
THIS CABINET IS DESIGNED TO SUPPORT
TWO (2) STRINGS OF T-MOBILE BATTERY
STRINGS (MAXIMUM TOTAL WEIGHT OF 1,353 LBS.).
THE GENERAL CONTRACTOR AND/OR T-MOBILE
SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO
INSTALLATION OF ANY BATTERIES. THE BATTERIES
MAY BE REQUIRED.

| | | | | | |
|--|--|---|---|---------------------------------------|---------------------------------|
| EGG ADVANCED ENGINEERING GROUP, P.C. Civil Engineering - Site Development - Telecommunications 95 TRAY DRIVE, SUITE 11 FARMINGTON, CT 06031 Tel: (860) 635-5155 Fax: (860) 635-5156 | CENTERLINE COMMUNICATIONS 95 TRAY DRIVE, SUITE 11 FARMINGTON, CT 06031 | SITE NUMBER: 4BS0539A SITE NAME: BS539/CEDAR STREET WT-RFP 388 CEDAR STREET FARMINGTON, CT 06031 MIDDLESEX COUNTY | T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02716 OFFICE: (508) 286-2700 FAX: (508) 286-2893 | REVIEWER: [] DATE: [] NO. [] | BY: [] DATE: [] NO. [] |
| | | CABINET MOUNTING DETAILS | | SHEET NO. S-2 | |



| | | | | SITE NUMBER: 4BS0539A SITE NAME: BSS39/CEDAR STREET WT-RFP 398 CEDAR STREET ASHLAND, MA 01721 MIDDLESEX COUNTY | | T-MOBILE NORTHEAST LLC 15 COMMERCE WAY, SUITE B NORTON, MA 02718 OFFICE: (508) 288-2700 FAX: (508) 288-2880 | | <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> <th>CHK</th> </tr> <tr> <td>0</td> <td>06/27/21</td> <td>READY FOR REVIEW</td> <td>COO SNA</td> <td></td> </tr> <tr> <td>1</td> <td>11/02/21</td> <td>MARKED FOR CONSTRUCTION</td> <td>COO SNA</td> <td></td> </tr> <tr> <td>2</td> <td>11/10/21</td> <td>REVISED</td> <td>LEST SNA</td> <td></td> </tr> <tr> <td>3</td> <td>02/22/23</td> <td>REVISED</td> <td>LEST SNA</td> <td></td> </tr> </table> | | NO. | DATE | REVISION | BY | CHK | 0 | 06/27/21 | READY FOR REVIEW | COO SNA | | 1 | 11/02/21 | MARKED FOR CONSTRUCTION | COO SNA | | 2 | 11/10/21 | REVISED | LEST SNA | | 3 | 02/22/23 | REVISED | LEST SNA | | STANDOFF BRACKET DETAILS | |
|-----|----------|-------------------------|----------|--|--|---|--|---|--|-----|------|----------|----|-----|---|----------|------------------|---------|--|---|----------|-------------------------|---------|--|---|----------|---------|----------|--|---|----------|---------|----------|--|---------------------------------|--|
| NO. | DATE | REVISION | BY | CHK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | 06/27/21 | READY FOR REVIEW | COO SNA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 11/02/21 | MARKED FOR CONSTRUCTION | COO SNA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 11/10/21 | REVISED | LEST SNA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 02/22/23 | REVISED | LEST SNA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | SHEET NO. S-3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

TMO Signatory Level: L04/L05
NLG-84597



NOTE:
 1. NUMBER OF GROUND BARS MAY VARY DEPENDING ON THE TYPE OF ANTENNA, NUMBER OF ANTENNAS AT EACH LOCATION AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.
 2. A SEPARATE GROUND BAR TO BE USED FOR GPS ANTENNA IF REQUIRED.

3 ANTENNA CABLE GROUNDING
 SCALE: NOT TO SCALE

2 TYPICAL GROUND BAR CONNECTION DETAIL
 SCALE: NOT TO SCALE

1 TYP. GROUNDING RISER DIAGRAM
 SCALE: N.T.S.

4 HYBRID CABLE CONNECTION AND GROUNDING DETAIL
 SCALE: N.T.S.

5 GROUND WIRE TO GROUND BAR CONNECTION DETAIL
 SCALE: NOT TO SCALE

6 ONE LINE DIAGRAM
 SCALE: NOT TO SCALE

NOTE:
 ALL WORK MUST BE PERFORMED BY LICENSED ELECTRICIAN ADHERING TO THE NEC AND LOCAL CODE REQUIREMENTS.



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 Boston, MA 02111
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CENTERLINE COMMUNICATIONS
 CENTERLINE COMMUNICATIONS
 398 CEDAR STREET
 ASHLAND, MA 01721
 MIDDLESEX COUNTY

SITE NUMBER: 4BS0539A
SITE NAME: BSS39/CEDAR STREET WT-RFP

T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02756
 OFFICE: (508) 885-7000
 FAX: (508) 285-2883

| NO. | DATE | REVISIONS | BY | CHK |
|-----|----------|-------------------------|----|-----|
| 0 | 06/27/21 | ISSUED FOR REVIEW | | |
| 1 | 11/02/21 | ISSUED FOR CONSTRUCTION | | |
| 2 | 11/16/21 | REVISED | | |
| 3 | 10/29/23 | REVISED | | |

GROUNDING, ONE LINE DIAGRAM & DETAILS
 SHEET NO. **G-1**

TMO Signatory Level: L04/L05
 NLG-84597

EXHIBIT C

Standards For Design And Approval To Mount or Modify Communications Equipment on
Municipal Water Storage Tanks

(see attached)

Appendix A

Haley and Ward, Inc.

STANDARDS FOR DESIGN AND
APPROVAL TO MOUNT OR MODIFY
COMMUNICATIONS EQUIPMENT
ON
ASHLAND WATER STORAGE TANKS



GENERAL CONDITIONS:

INTRODUCTION:

These standards shall apply to all communication equipment that is to be installed or modified on any of the Owner's (Town of Ashland, Massachusetts) drinking water storage tanks. The Owner may choose to utilize an outside consultant (Owner's Representative), to conduct a peer review on the proposed project and to conduct inspections during the construction phase.

INITIAL SUBMITTAL:

Applicant (Communications Provider or their representatives) shall submit a written request to the Owner to construct or modify communications equipment at the site or on any of the Owner's drinking water storage tanks. The initial submittal shall include a general description of the equipment, site location and mounting locations.

FORMAL SUBMITTAL:

1. The Applicant shall provide a formal submittal with detailed construction drawings prepared by a professional engineer registered in the State of Massachusetts, which shall include at a minimum a title sheet, site plan, additional or modification to underground utilities, details on ground level transmitting equipment and housing, means for accessing tank, means for cable runs up and around tank, location of cables and antennae, and mounting details.
2. The Applicant shall provide cut sheets for all equipment to be used for underground or overhead cable installation, including but not limited to cable ladders and trays, mounting equipment, fabrications, antennae systems and other applicable equipment.
3. Design of all mountings to the tank shall be performed by a professional engineer with a structural discipline, registered in the State of Massachusetts.

FORMAL SUBMITTAL- Continued:

- 4. The formal submittal shall include the construction drawings with site details, tank mounting details, welding details, spot surface preparation and spot coating repair details and associated notes.**
- 5. The submittal shall include a structural report with design sheets and calculations for the equipment to be installed, indicating the weight of the equipment, the wind load (120 mph), snow and ice loads, the factor of safety (4 if stud welding or other anchoring equipment to the tank other than fillet welding is planned), all in compliance with the Massachusetts Building Code, latest revision, stamped by the professional engineer/engineers.**
- 6. With the formal submittal, the structural engineer shall provide a signed and stamped certification indicating that the method of attachment will not affect or interfere with the provision of a safe water, and will not result in or cause structural damage, deformation of steel components, interior or exterior corrosion, result in an opening in the tank, or any other undesirable structural or unsanitary condition. This certification is necessary to comply with the MassDEP Policy DWP98-01 regarding antennae installations on water storage tanks.**
- 7. The general layout of the equipment at the site shall be orderly and such that it does not impair the ability of the Owner to properly maintain the tank, which includes the ability to operate a manlift completely around the tank, or the ability to erect pipe staging for containment completely around the tank during maintenance procedures. The Owner shall request that the Applicant's site equipment be independently fenced from that existing at the site. The general intent is to provide a clear space of thirty (30) feet off the tank. Communications equipment that is installed above ground outside of fenced areas shall have bollards installed for protection.**
- 8. The construction drawings shall contain clear notes and details so that all parties are fully aware of the intent of the construction plans. The drawings will be reviewed (peer review) by the Owner's Representative for completeness and compliance with these Standards. Required modifications or questions requiring further clarification shall be presented by the Owner to the Applicant. Responses and re-submittals shall be expeditiously completed and returned by electronic format to the Owner and the Owner's Representative with one set of full size hard copy if requested. No changes to the approved drawings or submittals shall be made without prior written approval of the Owner. Cost for peer review will be the responsibility of the Applicant as outlined under paragraph 12 under "Applicants Responsibility".**

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FORMAL SUBMITTAL- Continued:

- 9. Formal submittal approval by the Owner does not constitute a right of use for future telecommunications equipment modification or area expansion, nor does it represent knowledge by the Owner of any underground utilities or structures which may interfere with the applicant's installation. The Applicant is responsible for notifying Dig-Safe prior to any work below ground surface. Future expansion of equipment footprint is not guaranteed and must be consistent with the Owner's ability to access the tank site for all of its functions including water sampling, inspection, security, maintenance and upgrade work.**

APPLICANT'S RESPONSIBILITIES

- 1. The Applicant shall be responsible for obtaining all permits including but not limited to Federal Communications Commission (FCC) Licensing, Building Permit, Zoning Board of Appeals approval if necessary, and other ancillary permits such as a welding permit. The Applicant shall provide a listing of the permits procured or are in the process of approval, and the broadcast signal frequencies approved by the FCC.**
- 2. The Applicant and associated contractors shall attend a pre-construction meeting prior to start of work on the tank. The Owner and Owner's Representative will conduct the pre-construction meeting with the Applicant's representative and the field superintendent assigned to the project, to review the requirements of the approved drawings and the applicable Standards. The Applicant's contractors shall provide the Owner and Owner's Representative with a construction schedule for approval with adequate notice of when work is to be performed, halted if necessary and restarted.**
- 3. The construction operations shall be planned in a manner that allows the tank to remain in operation throughout the construction process, and all efforts shall be made to ensure that no sanitary deficiencies develop as a result of the construction. In certain situations such as repairs to the interior coatings damaged by the installation, the Owner may allow the tank to be taken off line and emptied, and the Applicant shall bear the burden of all associated costs.**
- 4. All the Applicant's contractors shall provide the Owner with insurance certificates with the Owner and Owner's Representative (Engineer) as additional insured, prior to the start of work on the site or access to the tank. Insurance certificates shall exclude language with regard to waiver of subrogation. The Applicant's representative and contractors shall execute a waiver of liability to the Owner for the Applicant's operations associated with the work. Applicant's contractor/contractors shall provide OSHA certificates for a minimum 10-hour training in occupational safety and health for each employee planned to be working on the project.**

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APPLICANT'S RESPONSIBILITIES — Continued

5. The Applicant understands that all construction including but not limited to the installation or modification of equipment, spot surface preparation and spot coating rehabilitation is to be inspected by the Owner, or a consulting firm or inspection firm (Owner's Representative) of the Owner's choice.
6. The Applicant shall assist the inspector in accessing all locations where work is being performed. The Applicant shall provide a manlift, spider, scaffolding or other safe means for the Owner's inspector to conduct all inspections, along with an experienced and trained operator of such equipment.
7. The Applicant shall provide independent electrical power service to their equipment on the site, and the Applicant shall prepare easement and as-built drawings if required by the power company.
8. The Applicant shall be fully responsible for project safety during the work on or about the tank site, and shall hold harmless the Owner and their representatives for any accidents or damages during the work, unless the cause has been proven to be directly attributed to the action of the Owner or their representatives.
9. The Applicant shall provide the Owner with a worker safety plan for working around any operational antennae systems, and the layout of the antennae shall be such that the important components of the tank, especially those that require annual inspection such as the vent screen and hatches are not in a direct line with the telecommunications electromagnetic radiation transmissions. The worker safety plan shall detail what is required of workers in close proximity to any operating antenna and provide workday and emergency phone contact information for powering down the antennae systems if necessary.
10. The Applicant shall be responsible for securing the site at the end of each work day. The site shall be maintained in an orderly fashion throughout the installation process, and the Owner shall have open access to the tank components at all times. Covered waste containers shall be provided, and the site shall be policed at the end of each workday to collect rubbish or waste material.
11. The Applicant shall provide As-Built Drawings to the Owner prior to the final approval of the construction, indicating the installed locations and depths of all underground utilities and showing all revisions or additions to the site.
12. The Applicant shall be responsible for all costs associated with Owner's Representative engineering services for peer review, pre-construction meeting, inspections during construction and post-construction inspection of the exterior surfaces, along with pre-construction and post-construction inspection of the interior surfaces if there will be any welding to the tanks steel surfaces, and inspection of any associated repairs necessary , provided Owner provides Applicant with applicable invoices, and further provided such costs do not exceed \$5000.

APPLICANT'S RESPONSIBILITIES — Continued

- 13. If there is welding on any of the tank steel components involved in the work, the pre and post inspections shall include the interior portions of the tank where welding is proposed/completed on the exterior. If any deficiencies or damage to the coating system or other components on the interior surfaces of the tank are discovered that can be attributed to the welding work, these conditions shall be reported to the Applicant, and the repairs shall be performed by the Applicant before the project approval can be issued by the Owner. All costs associated with the inspection and this repair work including engineering shall be borne by the Applicant.**
- 14. The Applicant shall be responsible for all costs associated with coating repairs related to the installation of the cellular equipment discovered during the post construction inspection.**
- 15. A retainer check shall be issued to the Owner's Representative for estimated peer review and pre-inspection costs prior to start of the initial peer review process. A second retainer check shall be issued to the Owner's Representative for estimated construction inspection and post-construction inspection costs before any site construction starts.**
 - a. The Owner's Representative shall provide an estimate of these costs prior to the start of the peer review, assuming that the design engineering drawings shall be expeditiously modified as per the first peer review, to meet these standards. In the event additional peer reviews are required for drawings returned without all the viable changes made, additional costs for such multiple reviews shall be assessed to the Applicant.**
- 16. Periodically the tank will require maintenance of the coating systems during the term of the lease agreement, and this may require the complete removal of the existing coating systems and recoating of the tank. In most cases, the surface preparation process will require abrasive blasting of the steel surfaces requiring use of robotic blasting equipment, or flexible or rigid containment to meet the air quality regulations. This process will require temporary relocation of the antennae and cables to the rigid containment frame if used, or to a temporary tower mounting system. The work and all costs associated with relocation of the equipment and providing a temporary mounting system (if necessary) is the responsibility of the Applicant, including the connections and maintenance needed to maintain service.**
 - a. The use of rigid containment for air quality control during tank maintenance has diminished substantially with the advent of robotic self-contained abrasive blasting equipment for certain types of tanks (standpipes and reservoirs) and flexible containment for most other style tanks.**

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APPLICANT'S RESPONSIBILITIES — Continued

- b. If the Applicant feels they are in need of rigid containment to temporarily mount their equipment during the tank maintenance process, the Applicant shall notify the Owner of this fact and it may be possible to develop a cost sharing agreement between the two parties where the additional cost to the Owner to utilize rigid containment shall be reimbursed by the Applicant.
 - c. The Owner's maintenance work may cause a temporary loss of transmitting ability depending upon the Applicant's means for establishing the temporary cable and antennae mounting tower or other. Consistent with Section 10 of the Lease, in such an event that such tank work requires Applicant's telecommunications equipment on the tank to be removal and temporarily installed on staging or on a temporary pole on the Property, then Owner agrees to cooperate with Applicant with finding a location on the Property for such a temporary pole, and this work shall be the responsibility of the Applicant and performed at no expense to the Owner. The Owner shall provide at least 120 days advance notification of any such scheduled maintenance work, prepared in letter form and delivered by certified mail return receipt request.
17. The Applicant shall immediately notify the Owner of any change in Applicant's representation and contact information including legal mailing address.
18. Except during emergencies, and consistent with Section 4 of the Lease, the Applicant and Applicant's representatives, contractors and subcontractors shall provide 24-hours advance verbal or written notification to the Owner at any time that the tank site and/or tank will be accessed or opened for the planned construction. New notification is required for each new period of access not previously notified. Such notification does not constitute Owner's approval of any of the Applicant's activities. Such periods of access do not relieve the Applicant of responsibility for maintaining the Owner's site security and tank sanitary integrity.
19. The Applicant shall submit an installation schedule to the Owner for approval which shall be subject to a request for adjustment based upon operational needs of the water system.
20. In the event that the tank has to be emptied for the interior inspection or coating rehabilitation, a very limited time period is available to drain the tank after the completion of construction, thus chlorination, filling, sampling and flushing will have to be conducted in an expeditious fashion.
- a. Costs for Owner's labor and materials to deal with water system issues related to draining of tank may be invoiced to the Applicant or his contractor
21. The Owner will consider the use of a robotic underwater camera for the inspection of the interior surfaces for the pre-construction and post-construction inspections if welding is

planned in connection with Applicant's installation of its equipment on the tank, and the Applicant shall be responsible for covering all costs associated.

APPLICANT'S RESPONSIBILITIES — Continued

22. No welding will be allowed on the tank until the Owner and Owner's Representative have reviewed the pre-construction interior inspection report. It is the intent of the Owner that all cable runs be securely installed on the interior of the pedestal, column and access tube, and upon cable ladders securely mounted to the roof or on the handrail system.
23. During the time that there is construction activity on the project, contractors shall be required to prepare and submit electronically, a daily report of production accomplished, with photographs of the particular work performed. These reports shall be submitted to the Owner's Representative the morning following the previous day's work.
24. If welding is not required on any of the tanks steel components involved in the project, after the work has been completed, the Owner shall arrange with their representative or an experienced water tank inspection firm to conduct a post-construction inspection of the exterior steel surfaces, which is to include the pedestal, column, bowl and roof areas and the major antennae. If any deficiencies or damage to the coating system or other components of the tank are discovered to be attributed to the installation work, these conditions shall be reported to the Applicant, and the repairs shall be performed by the Applicant before the project approval can be issued by the Owner. All costs associated with the post construction inspection and this repair work including Owner's Representative and/or the costs for an inspection firm shall be borne by the Applicant.
25. If there was welding on any of the tanks steel components involved in the work, this includes fillet or stud welding, the post inspection shall include the interior portions of the tank where welding has taken place on the exterior. If any deficiencies or damage to the coating system or other components on the interior surfaces of the tank are discovered that can be attributed to the welding work, these conditions shall be reported to the Applicant, and the repairs shall be performed by the Applicant before the project approval can be issued by the Owner. All costs associated with the interior post inspection and this repair work including Owner's Representative and/or the inspection firms costs shall be borne by the Applicant.
26. Mounting of equipment to the tank surface utilizing methods other than fillet or stud welding may be considered for some of the smaller equipment such as cable installations on interior surfaces of the pedestal, column or access tube at the option of the Owner, and this includes mounting with magnetic systems. Such proposal will require documentation justifying the use of this type mounting system, and documentation of previous experience with very similar installations.
 - a. The safety factor for this type of design shall be the same as for stud welding, that being 4, and structural calculations shall be included in the Structural Report.
 - b. The Owner shall have the option to reject this type mounting system if there is question on the performance of the system for the proposed application.

APPLICANT'S RESPONSIBILITIES — Continued

- 27. Deficiency and damage to coating system can general be defined as rust bleed-through or staining, delaminated coatings, crazed or cracked coatings, pin hole rust or other similar undesirable conditions that could compromise the protective coating system attributable to the work.**
- 28. The newly installed equipment may be tested, but actual equipment startup cannot occur until the Applicant receives written approval on the installation from the Owner, unless the applicant provides written documentation stating the reasons why the equipment must be immediately activated on installation. For equipment modifications that involve replacement of existing equipment, the equipment may require immediate activation, and that is understood.**
- 29. The Applicant shall immediately notify the Owner of any change in Applicant's representation and contact information including legal mailing address.**

GENERAL CONSTRUCTION STANDARDS:

- 1. The design of the control equipment housing shall be aesthetically acceptable and structurally sound. If auxiliary power is planned, the Applicant's designer shall take into consideration the abutters to the property, and the noise level to be experienced. Sound barriers, solid fencing and/or shrub/bush screenings may be required depending upon the layout. The design shall meet all state and federal air quality and noise pollution rules and regulations.**
- 2. The preferred route for the transmitting cables from the control housing to the tank is underground within conduit/conduits for protection from heavy equipment that may traverse the tank site during maintenance periods.**
- 3. Transition of the cables from underground to the tank pedestal shall be such that the cables are protected from accidental damage and this shall include vehicle protective bollards when necessary.**
- 4. All mountings and fabrications attached to the tank shall be structurally sound, free of vibration and installed in a first-class workman like manner.**

GENERAL CONSTRUCTION STANDARDS - continued:

- 5. If the antennae are to be mounted to any roof handrail system or other similar existing tank accessory, the structural engineer shall determine if the handrail can support the antennae system plus the OSHA handrail design load, utilizing a 120-mph wind load in addition to the snow and ice loads and indicate so in the submitted calculations. The structural engineer shall review the condition of the tank component to which the equipment is to be mounted, along with any other antenna mounted to the same component, and take these conditions into consideration in the design process, (metal loss due to corrosion, missing attachments, stud welding condition, other antenna mounted, etc.) noting same in the Structural Report.**
- 6. Pedestal, column, riser or roof penetrations shall be designed by an experienced registered Massachusetts professional engineer with a structural discipline, preferably with experience in designing steel water storage tanks or similar structures. This design may require temporary support while the openings are cut and permanent reinforcing if necessary.**
- 7. As welding of some sort may be required for attachment of equipment to the steel tank, the Owner will arrange for an experienced engineer or water tank inspection firm to conduct a pre-construction inspection of the exterior steel surfaces, which are to include the pedestal, column, riser and roof areas where the attachments are planned. If welding is planned to these areas, the pre-construction inspection shall be performed on the interior surfaces also, and this costs shall be borne by the Applicant also.**
- 8. The preferred welding procedure is conventional continuous fillet welding, but stud welding may be considered if the tank water level cannot be lowered so the interior coating can be inspected for damage from the fillet welding. The Owner shall be the sole judge of the type of welding process to be approved.**
- 9. If stud welding is approved, the stud design shall utilize a minimum factor of safety of 4. Bend testing shall be the accepted test procedure, and two test studs shall be installed adjacent to the work area at the start of each day's work and when conditions change such as a significant steel thickness change. The diameter, length and composition of the studs and the testing proposed shall be indicated on the drawings. A stud welding schedule shall be inserted on the construction drawings indicating at a minimum the welding methodology, AWS code utilized for testing, diameter, length and composition of the studs and other pertinent information.**

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GENERAL CONSTRUCTION STANDARDS — continued:

- 10. If mounting plates are approved for attaching equipment by the stud welding process, the face of the plate to connect to the tank shall be flush with the tank steel. The prepared surfaces of the tank and all sides of the mounting plate shall be coated with the approved coating system prior to installation. The back of the plate be coated with a sealant such as SikaFlex 1A prior to mounting, followed by a continuous application of the sealant to the joint between the plate and the tank once bolted into place. This sealer shall be applied to the intermediate repair coating prior to the application of the finish repair coat at this joint.**
- 11. If fillet welding is approved, the drawings shall indicate in the welding schedule that controlled welding shall be utilized (reduction in length of continuous weld) where the welding process alternates sections to be welded to reduce the potential heat that is generated that can cause damage to the interior coating system.**
- 12. The Applicant's contractor shall notify the Owner when welding is to be conducted, and a fire watch shall be provided by the contractor to ensure that any small fires that may start due to the welding process can be quickly extinguished.**
- 13. Mounting of a cable support ladder shall provide a minimum 10-inch clearance from the tank surface to allow for future maintenance (abrasive blasting and coating) of the steel plates.**
- 14. Cables installed on the roof area shall be attached to cable ladders securely mounted.. No cables shall be allowed to sit or rub against any painted steel component on the tank.**
- 15. Mounting brackets shall be carbon steel, galvanized after fabrication. The exterior portions of the galvanized metal or aluminum cable trays and caps shall be surface prepared and painted. The type coating systems to be utilized shall be provided by the Owner, and this information shall be inserted on the construction drawings. The galvanized mounting fabrications do not need to be painted if not visible from the ground surface, but any damaged galvanizing shall be repaired.**
- 16. The mounting of cables and antennae shall be such that access ladders are not impaired or blocked. The installation must not violate any OSHA standards for fixed ladders. . Cables shall not be attached to the any ladder rails.**
- 17. Cables shall be adequately supported with non-corrosive cable clamps or clips. Cables extending to the antenna shall be neatly bundled, and this shall be indicated on the drawings.**

GENERAL CONSTRUCTION STANDARDS — continued:

- 18. Any bolted or clamp type mounting equipment to be attached to any painted tank component such as handrails or such, shall include rubber tape over the painted surface to prevent damage to the coating system upon tightening the clamps.**
- 19. If the planned work involves the renovation of existing equipment, all existing mounting equipment and fabrications planned for reuse shall be inspected by the Applicant for coating failures and/or corrosion activity and associated metal loss. The Applicant's engineer shall take the condition of these items into consideration during the design process. The Owner shall have the option of instructing the Applicant to surface prepare and recoat these items, or to completely replace the item if in question.**
- 20. If the planned work involves the renovation of existing equipment, once the new equipment is installed, all existing equipment, cables and mounts no longer in use shall be removed from the tank and site, and any damaged coating remaining shall be surface prepared and recoated. Surface preparation and coating systems shall be as approved by the Owner's Representative.**
- 21. New steel fabrications and mounting brackets that require painting shall have the sharp edges beveled and ground to improve the ability of the applied coating to withstand the curing and weathering process. This does not apply to galvanized fabrications.**
- 22. Tank surfaces to be surface prepared for welding or repair coating shall be power washed or solvent wiped prior to the start of such work**
- 23. New or existing steel components damaged or disturbed during the installation process shall be properly surface-prepared, with special attention paid to providing a clean surface with a profile appropriate to receive the repair prime coating. This can be best accomplished utilizing a motorized, rotating wire-brush assembly (Bristle Blaster) or equivalent equipment.**
- 24. When overlapping existing coatings with repair coatings, the existing surfaces must be power washed or solvent wiped, followed by an abrasive scouring to provide roughened profile for the prime coating to adhere to. This cleaning of the surface shall extend a minimum of 8-inches beyond the intended work area.**
- 25. Antennae shields or dish protective covers may have to be painted at the Owners discretion and the surface preparation and coating utilized shall be the option of the Applicant, attempting to match the color of the tank as close as possible.**

GENERAL CONSTRUCTION STANDARDS - Continued:

26. The repair (spot) coating system shall be a three (3) coat system to include a sacrificial primer, an intermediate barrier coating and a UV protective finish coating, all compatible with the existing coating system. The repair (spot) coating for the interior shall be a two (2) coat epoxy system, both interior and exterior to be compatible with the existing coating systems and approved by the Owner. These coatings shall be applied in accordance with the manufacturer's coating data sheets. The repair coatings shall be applied in a manner that allows adequate time between coats for proper curing.
 - a. The methods and products shall be as indicated by the Owner during the final approval of the drawings. The ambient and steel conditions during coating application shall be in accordance with the coating manufacturer's recommendations.
31. The coating system for the galvanized components shall consist of a prime barrier coating and a UV protective coating compatible with the galvanized metal components.
32. These coatings shall be applied in accordance with the manufacture's coating data sheets. The repair coating shall be applied in a manner that allows adequate time between coats for proper curing. The methods and products shall be as indicated by the Owner during the final approval of the drawings. The ambient and steel conditions during coating application shall be in accordance with the coating manufacture's application data sheets.
33. The Applicant's contractor must demonstrate that they have the expertise to perform the surface preparation and apply the repair coatings properly. In the event that the contractor cannot demonstrate this expertise, the Owner has the option of instructing the Applicant that the surface preparation and repair coating application must be performed by an experienced water tank painting contractor approved by the Owner, and the Applicant shall be responsible for the associated costs and arranging the work.
34. All fasteners up to 3/8-inch shall be 316 stainless steel and larger fasteners may be galvanized or stainless steel. An anti-seize compound shall be added to the threads of all stainless steel bolts.
35. Major fabrications for mounting antennae shall be galvanized steel, and the Owner shall have the option of ordering these fabrications to be surface prepared and coated, using a barrier intermediate coating and a UV protective finish coating. The particular coatings and color shall be provided by the Owner.
36. In the event that there is damage to any of the tank components or their coating systems, the applicant shall make arrangements to rectify the problems within 30 days of notification, and the work shall be performed as directed by the Owner. All costs associated with the repair work shall be borne by the Applicant.

GENERAL CONSTRUCTION STANDARDS - Continued:

- 37. Removal of equipment in the event of termination of the agreement by either party shall be performed by the Applicant within 45-days of the official termination date, and consist of the removal of all antennae and cabling, all mounting brackets and fasteners attached to the tank in any fashion, and any other appurtenant equipment added by the Applicant. This is to include the removal of all site control buildings, equipment and pads to 12-inches below grade, returning the site to its original condition. Below ground conduits shall be capped/plugged.**

- 38. Existing welded mounts no longer to be used shall be cut free with an abrasive wheel, 1/4-inch from the tank and ground to a paintable surface. If stud welding was the means for attachment, these shall also be removed by excessive torque or bending where possible. If not possible, cut with an abrasive wheel 1/4-inch from the tank and ground to a paintable surface. Recoating of the areas by the Applicant shall be required as directed by the Owner.**
 - a. All openings remaining after equipment is removed shall be shall be permanently sealed in an approved manner satisfactory to the Owner.**

- 39. The Applicant shall attach a professionally prepared water proof sign to the interior surface of the pedestal near the tank ladder indicating the Applicant's name, address and 24 hour phone number for use in an emergency shutdown if necessary, and include RF safety information for working near the antennae.**

- 40. The cables at ground level and at the connection to the transmitting equipment shall have weather proof identification tags or labels affixed indicating the Applicant's name.**

- 41. The Applicant shall work out a site maintenance plan with the Owner prior to approval of the project, and that plan shall become a part of the lease agreement or a separate written agreement between both parties.**

OWNER'S RESPONSIBILITIES:

1. The Owner's responsibility is to provide a safe and adequate water supply to all its users, and the storage tank is an integral component thereto. Thus any mounting of communications equipment to the tanks must be completed in a manner that does not compromise that effort.
2. The Owner's responsibility is to also ensure that any communications equipment mounted to the tank or installed on the site grounds does not compromise the ability to properly maintain the tank and its protective coating systems, or does not create additional cost for the Owner when maintenance is performed.
3. The Owner's responsibility is to ensure that the mounting of any communications equipment on the tank is performed in a manner that does not create any unsafe conditions for those personnel that are assigned the duty of climbing the tank for maintenance or inspection purposes.
4. The Owner will review any proposal submitted for public safety or communications equipment to be installed on their water storage tanks, and will determine if it is in the best interest of the Town of Ashland, Massachusetts and their users to give consideration to such plan.

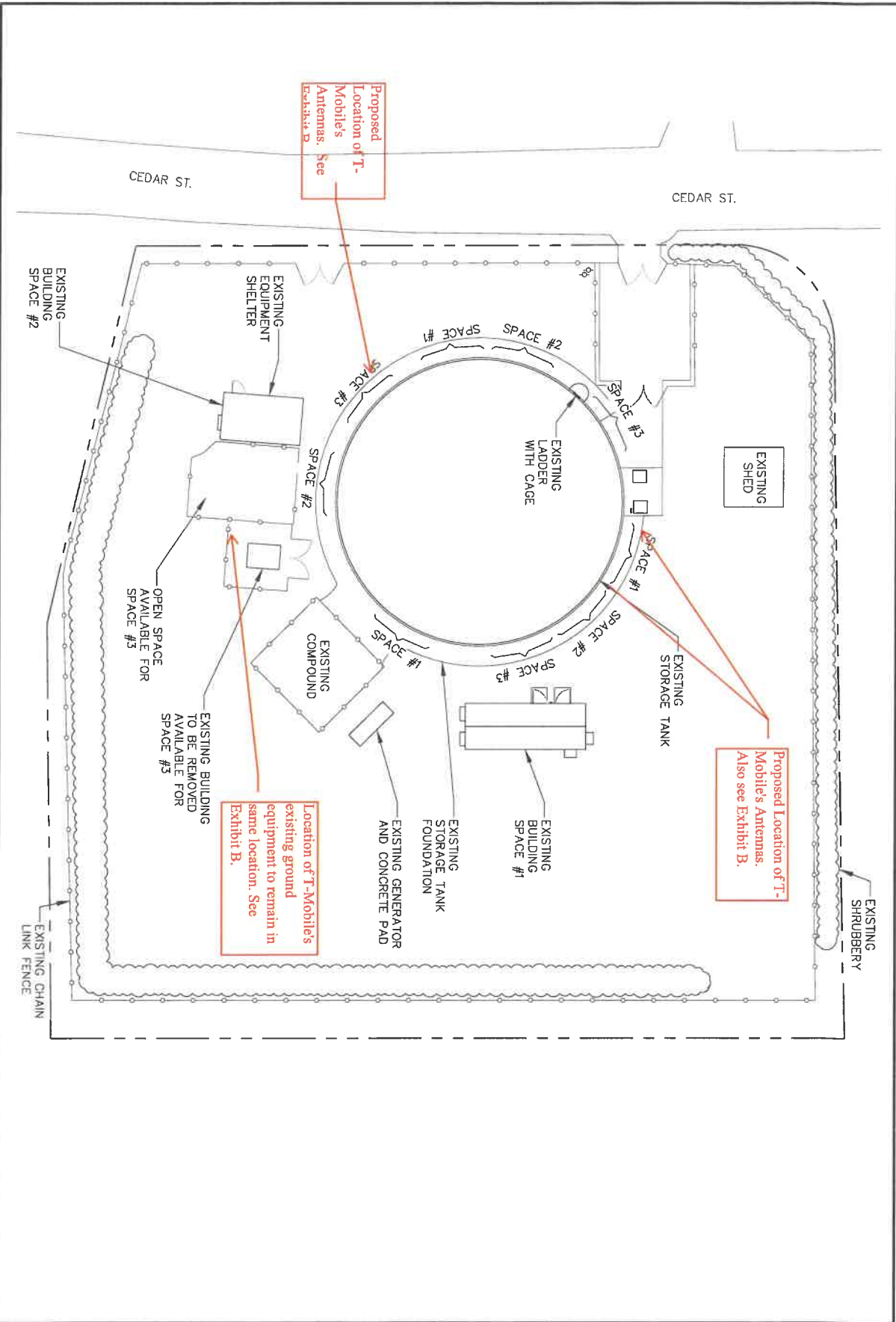
END OF COMMUNICATIONS STANDARD

[J:\Ashland\Communications Lease Agreements\Communications mounting standard \Ashland Standard for Cellular on Tank 2017.docx](#)

EXHIBIT D

Site Plan

(see attached)



| | | | |
|---|---------------------------|--------------------|-------------------------|
| <p>TOWN OF NAME, MASSACHUSETTS BOARD OF SELECTMEN</p> <p>CEDAR ST. TANK COMMUNICATIONS SITE PLAN EXHIBIT</p> | <p>DWG: SP-1</p> | <p>REV:</p> | <p>BY: LJC</p> |
| | <p>CONTRACT NO:</p> | <p>REV DATE:</p> | <p>DATE: 2022.10.20</p> |
| | <p>JR: 301010-ASH-380</p> | <p>ISSUE:</p> | <p>APPROVED BY: GJE</p> |
| | <p>SCALE: N.T.S.</p> | <p>ISSUE DATE:</p> | <p>CHECKED BY:</p> |



TMO Signatory Level: L04/L05
NLG-84597



ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, as Assistant Secretary of T-Mobile Northeast LLC (the "LLC"), does hereby certify that Steven Andrade, Senior Director, Network Engineering & Operations, is authorized to execute leases, license agreements, easements, request for proposals, building permit applications, zoning and land use applications and notices of commencement on behalf of the LLC as necessary or desirable for the LLC's continued operations.

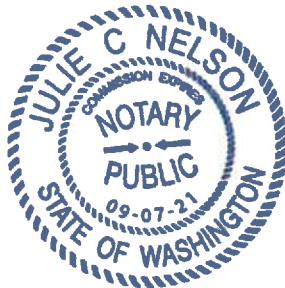
DATED: May 8, 2019

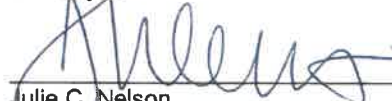
T-Mobile Northeast LLC

By: 
David E. Conroy, Assistant Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The above and foregoing instrument was acknowledged before me on May 8, 2019 by David E. Conroy, Assistant Secretary of T-Mobile Northeast LLC, who is personally known to me.




Julie C. Nelson
NOTARY PUBLIC in and for the State of Washington
Residing in Seattle
My appointment expires: 07 September 2021



CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

7/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|--|---|----------------|
| PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Continental Casualty Company | |
| | INSURER B : The Continental Insurance Company | |
| | INSURER C : Transportation Insurance Company | |
| | INSURER D : | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES TMOBI **CERTIFICATE NUMBER:** 12251711 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|-----------|----------|---|----------------------------------|----------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | 7012343900 | 5/1/2023 | 5/1/2024 | EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 7012343878 | 5/1/2023 | 5/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B B B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | Y | N | CUE 7014886953 SIR applies per policy terms & conditions | 5/1/2023 | 5/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX |
| B B C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WT) | 5/1/2023 5/1/2023 5/1/2023 | 5/1/2024 5/1/2024 5/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements** 4BN0138A - 24 Water Tank Road, Ashland, MA 01721
4BS0538C - Ponderosa Road, Ashland, MA
4BS0539A - 396 Cedar Street, Ashland, MA

| | |
|---|--|
| CERTIFICATE HOLDER 12251711 Town of Ashland 101 Main Street Ashland MA 01721 | CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

