

RESOLUTION OF THE CITY COUNCIL

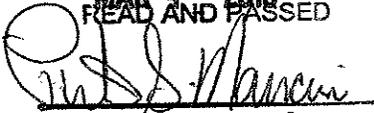
No. 99

Approved March 8, 2010

RESOLVED, That His Honor, the Mayor, is hereby authorized to negotiate and to execute a Lease, together with any and all necessary and ancillary documents, between the City of Providence and Cox TMI Wireless, LLC., for the installation of antennas and equipment at George West Elementary School for cellular telephone service. The proceeds of said lease shall be allocated to fund school activities at George West Elementary School.

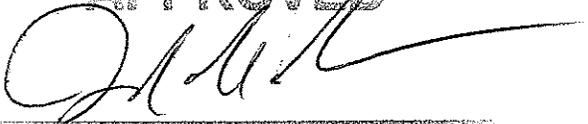
IN CITY COUNCIL

MAR 4 2010
READ AND PASSED


PRES.


CLERK

APPROVED



MAYOR

3/8/10



Department of Public Property

David N. Ciollino, Mayor | Alan R. Sepe, Acting Director

November 19, 2009

Providence City Council
c/o Clerk's Office
25 Dorrance Street
Providence, RI 02903

RE: Cox Wireless, Inc.

Dear Council:

Attached, please find a proposal from BCI Communications, retained by Cox Wireless, Inc. They are proposing to put a wireless facility on George J West Elementary School, 145 Beaufort Street, Providence, RI.

Please consider this proposal, and refer this matter to the City's Property Committee.

Thank you for your consideration.

Sincerely,

Alan R. Sepe
Acting Director
Department of Public Property

RECEIVED BY THE CLERK OF THE CITY OF PROVIDENCE
NOV 23 2009 10:58 AM
CITY CLERK

PROVIDENCE THE CREATIVE CAPITAL

25 Dorrance Street Providence, Rhode Island 02903 | 401 421 7740 x300 OFFICE | 401 273-2114 FAX
www.providenceri.com



a berliner communications company

www.bcisites.com

October 30, 2009

Alan R. Sepe – Director
City of Providence
Department of Public Property
25 Dorrance Street
Providence, Rhode Island 02903

Re: Proposed COX WIRELESS "Wireless Facility" Installation at George West Public School
145 Beaufort Street, Providence, Rhode Island 02908

Dear Mr. Sepe:

I have identified the property mentioned above as a potential candidate for a COX Wireless Rooftop communications site.

Berliner Communications Inc., a project planning and management firm, has been retained by COX Wireless Inc., an Enhanced Specialized Mobile Radio (ESMR) carrier, to effect the development of their network in the Providence Rhode Island area.

COX Wireless proposes to install 3 antennas, in three separate areas of the roof.
COX Wireless also requires approximately a 9' x 7' equipment area, located in an agreed upon area of the building, rooftop or other suitable area, to house the electronics needed to operate the site. COX Wireless will require telephone and electric service to this area.
COX Wireless will perform all construction with licensed contractors and will pay all costs to install the services to the site.

A few of the "key points" of the agreement are as follows:

- 1) COX Wireless is offering a five (5) year initial term at a lease rate of \$1,500.00 per month with five (5) additional five (5) year renewal terms, under the same terms and conditions as set forth in the initial term, including a 10% per term increase in rent.
- 2) COX Wireless assumes all responsibility for any work performed during the installation or removal of equipment.
- 3) COX Wireless will carry at least \$1,000,000.00 bodily injury & property damage insurance.
- 4) COX Wireless will not interfere with any other Lessors of the property and shall comply with all Federal Communications Commission "FCC" requirements.

- 5) COX Wireless shall pay for the electricity it consumes at the rate charged by the servicing utility company, and have the right to draw telephone & electric service from existing utilities on the property or provide such service to the premises at COX Wireless expense.
- 6) COX Wireless will require approximately a 9' x 7' equipment area, located in an agreed upon area of the building or on the rooftop.
- 7) COX Wireless will require access to the equipment 24 hours a day 7 days a week, unless other arrangements are agreed upon.

Upon your approval to proceed, COX Wireless will perform the following tasks:

- 1) A "Drive Test" to evaluate the quality and coverage that this location may provide.
- 2) An "Engineering Survey" to establish exact equipment locations within the building.
- 3) Prepare "Lease Exhibits" showing equipment placement within the building and on the roof for ownership's approval prior to commencement of construction.

Once again, thank you for your time and consideration regarding this opportunity and please feel free to contact me directly at **201-954-4833 (mobile)** with any questions or comments.

Sincerely,

Edward Dawson
Site Acquisition Specialist
Berliner Communications, Inc.
DawsonE@bcisites.com
201-954-4833

SITE AGREEMENT

Cox Site Name: George West

Cox Site ID #: RD61C

This Site Agreement ("Agreement") is entered into as of _____ by Cox TMI Wireless, L.L.C., a Delaware limited liability company ("Tenant") and The City of Providence, ("Owner"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

Deleted: _____, a

1. Premises and Use. Owner owns the property described on Exhibit A attached ("Owner's Property"). Subject to the provisions of Section 2 below regarding the Due Diligence Period, Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below [Check all appropriate boxes]:

- Land consisting of approximately _____ square feet for construction of:
shelters and/or base station equipment and
antenna support structure;
Building interior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
Building exterior space consisting of approximately 63 square feet for placement of shelters and/or base station equipment;
Building exterior space for attachment of antennas;
Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

Deleted: []
Deleted: []

generally in the location(s) shown on Exhibit B attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site").

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy, if any, (the "Term") is 5 years, commencing on the "Term Commencement Date" which is defined as the earlier to occur of: (a) the date that Tenant commences construction of the Facilities; or (b) 18 months after the Effective Date.

3. Rent. Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$ 1,500.00. The Rent will be increased on each anniversary of the Term Commencement Date by 3% of the monthly or annual installment of rent payable during the previous year.

4. Title and Quiet Possession. Owner represents and warrants to Tenant and further agrees that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to Cox TMI Wireless, L.L.C., at 5775 Peachtree Dunwoody Road, Atlanta, GA 30342, Attn: Debbie Simmons with a mandatory copy to Tenant's Law Department, at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, Attn.: Mark F. Padilla, Assistant General Counsel.

7. Improvements. Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove the above-ground Facilities, and will remove any foundation down to one foot below grade level.

- 8. Compliance with Laws.** Owner represents and warrants to Tenant that Owner's Property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.
- 9. Interference.** Tenant will resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site on the Effective Date, or (ii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.
- 10. Utilities.** Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term, and Owner will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site.
- 11. Termination.** Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.
- 12. Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.
- 13. Indemnity.** Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below and any waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity does not apply to any Claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.
- 14. Hazardous Substances.** Owner represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.
- 15. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.
- 16. Property Taxes.** Tenant will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay prior to delinquency, all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Site made by Tenant.
- 17. Insurance.** During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$5,000,000 combined single limit per occurrence, and will make the other party an additional insured on such policy with respect to claims arising out of the negligence of the named insured. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Tenant and Owner shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least \$5,000,000 combined single limit per occurrence, as well as worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the property is located and with a limit of at least \$1,000,000 per occurrence for employers liability coverage. The worker's compensation coverage obtained by Tenant and Owner shall include a mutual waiver of subrogation in favor of the respective parties. Tenant and Owner shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner each assume full risk of loss for any damage to its respective property. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13.
- 18. Maintenance.** Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of Owner's Property in a proper operating and reasonably safe condition.
- 19. Destruction or Condemnation.** If the Site or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to

Owner no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant elects not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Site.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement in the form of Exhibit C, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C and *[add additional exhibits if required]*

OWNER:

[Insert complete Owner name(s)],

a(n) City of Providence

By: _____

Name: _____

Title: _____

Date: _____

Taxpayer ID: _____

Address: _____

Contact Phone Number: _____

Email address: _____

See Addendum to Site Agreement for continuation of Owner signatures

TENANT:

Cox TMI Wireless, L.L.C.

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Attach Exhibit A – Legal Description of Owner’s Property

Attach Exhibit B – Site Plan

Attach Exhibit C - Memorandum of Agreement Form

**EXHIBIT A
TO SITE AGREEMENT**

Legal Description of Owner's Property

The Owner's Property is located at _____, situated in the City of _____, County of _____, State of _____ commonly described as follows:

Insert Legal Description:

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

Cox Wireless confidential and/or proprietary information. Use and disclosure is subject to confidentiality agreements. Do not disclose further without the prior written consent of Cox. © Cox Wireless 2009.

**EXHIBIT B
TO SITE AGREEMENT**

Site Plan

The Site is described as follows:

Insert Site Plan:

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

Cox Wireless confidential and/or proprietary information. Use and disclosure is subject to confidentiality agreements. Do not disclose further without the prior written consent of Cox. © Cox Wireless 2009.

**EXHIBIT C
TO SITE AGREEMENT**

Memorandum of Agreement

~THIS MOA NOT FOR EXECUTION~

This Memorandum of Agreement ("Memorandum") dated _____, 20__ evidences that a Site Agreement (the "Agreement") dated _____, 20__ (the "Effective Date"), was made and entered into between _____ ("Owner") and _____ ("Tenant" or "Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at _____, City of _____, County of _____, State of _____, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

The term of Tenant's lease and tenancy under the Agreement is 5 years commencing on the earlier to occur of start of construction of the Facilities (as defined in the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and is subject to 5 renewal terms of 5 years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

OWNER
[INSERT COMPLETE OWNER NAME(S)],
a(n) _____

TENANT
Cox TMI Wireless, L.L.C.
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Contact Phone Number: _____

Email Address: _____

Witness Name: _____

Print: _____

Attach Exhibit A - Site Description

CWS0131 (rev2)

Owner Initials: _____

Tenant Initials: _____

OWNER NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

TENANT NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____ as _____ of _____ a _____ corporation, on behalf of the corporation, or _____ partner or agent on behalf of _____ a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

**ADDENDUM
TO SITE AGREEMENT**

Continuation of Owner Signatures

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

**ADDENDUM TO
Memorandum of Agreement
Continuation of Owner Signatures**

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Taxpayer ID: _____
Address: _____

Contact Phone Number: _____
Email Address: _____

EXHIBIT ____
TO SITE AGREEMENT
~~REQUIRED FOR ROOFTOPS AND WATER TANKS~~

Temporary Relocation Right

A. If Owner needs to perform necessary maintenance to Owner's Property that reasonably requires the temporary relocation of the Facilities, Owner will have the right to temporarily relocate the Facilities or any part thereof, to an alternate location on Owner's Property or space within or on top of a building and necessary ground space for the installation and use of a Cell Site on Wheels ("COW") or other existing structure situated on Owner's Property (the "Building"), provided, however, that any temporary relocation, including the return to the original location upon completion of the necessary maintenance, will: (a) be at Owner's sole cost and expense; (b) be performed exclusively by Tenant or Tenant's contractors; (c) not result in any interruption of the communications service provided from the Facilities; (d) not impair or in any manner alter the quality of communications service provided from the Facilities; and (e) be done in strict accordance with the terms and conditions contained in paragraphs B, C and D below.

B. Owner will exercise its temporary relocation right under paragraph A above by delivering written notice to Tenant at least 12 months prior to the proposed temporary relocation date (the "Notice"). In the Notice, Owner will propose an alternate site ("Temporary Relocation Site") on Owner's Property to which Tenant may relocate. Tenant will have 60 days from the date it receives the Notice to evaluate Owner's proposed Temporary Relocation Site, during which period Tenant will have the right to conduct all tests as Tenant deems necessary or desirable to determine the technological feasibility and suitability of the Temporary Relocation Site. If Tenant fails to approve of the Temporary Relocation Site in writing within the 60-day period, then Tenant will be deemed to have rejected the Temporary Relocation Site. In that case, Owner may thereafter propose a revised Temporary Relocation Site by Notice in the manner set forth above. Tenant will have a period of 90 days after execution of a written agreement between the parties concerning the location and dimensions of the Temporary Relocation Site (the "Temporary Relocation Agreement") to relocate or cause the Facilities to be temporarily relocated, at Owner's expense, to the Temporary Relocation Site.

C. Owner and Tenant agree that the relocation is only temporary. Furthermore, Tenant does not relinquish any rights under this Agreement as they pertain to the Site and Facilities.

D. Owner represents and warrants to Tenant that Owner will perform the necessary maintenance to Owner's Property in an expeditious and workmanlike manner. Upon completion of the necessary maintenance, Tenant may, in its absolute and sole discretion, reinstall the Facilities at the original Site. Any reinstallation of the Facilities at the original Site will be at Owner's sole cost and expense. Except as expressly provided in this Rider, Owner and Tenant agree that in no event will the temporary relocation of the Facilities or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

EXHIBIT __
TO SITE AGREEMENT

~~[REQUIRED FOR ROOFTOP SITES OR OTHER SITES WHERE OWNER EMERGENCY POWER BACK UP EXISTS]~~

Emergency Power

Owner agrees that Tenant may connect their Facilities to any backup generator or other emergency utility source(s) located at the building of which the Premises are a part.

EXHIBIT __
TO SITE AGREEMENT

~~[REQUIRED FOR ROOFTOP SITES OR OTHER SITES WHERE OWNER PROVIDES POWER TO COX]~~

Utilities

Notwithstanding anything set forth in Section 10 of this Agreement, Owner agrees to cooperate with Tenant to obtain utilities from any location provided by Owner. Should power to the Site be provided by Owner, Tenant will install a submeter, Emon Demon, or other utility consumption measurement equipment (the "Submeter") and usage will be read by Owner. The cost of power used by Tenant will be paid to Owner.

Owner will read the Submeter on a monthly basis and invoice Tenant for actual consumption at the Site, providing written supporting documentation of actual consumption. The invoiced amount will be computed at the then current public utility rate with no markup or profit over such rate allowed to Owner, and will be paid by Tenant as a payment separate from recurring rent payments as stipulated in Section 10 of this Agreement.

If Owner is unable to or refuses to pay the utility company which provides power to the Site, then Tenant may, but is not obligated to, pay the utility company directly without being in default of this Agreement. Payment of any sums greater than those amounts directly related to the utility consumption by Tenant may be applied as a credit against and deducted by Tenant from any future installment of rent payments provided in Section 10 of this Agreement.

Owner agrees to give Tenant at least 48 hours advanced notice of any planned interruptions of said electricity. Owner acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate 24 hours per day, 7 days per week. Owner will fully cooperate with any utility company requesting an easement over, under and across the Owner's Property in order for the utility company to provide service to Tenant.

Owner agrees that Tenant may connect their Facilities to any backup generator or other emergency utility source(s) located at the building of which the Premises are a part.

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

EXHIBIT __
TO SITE AGREEMENT

~~REQUIRED FOR THIRD PARTY OWNED TOWERS OR WHEN OWNER WILL RETAIN OWNERSHIP OF TOWER~~

FCC/FAA Marking and Lighting Requirements

The antenna support structure ("Tower") at Owner's Property is subject to registration, marking and lighting, monitoring, and signage requirements in strict accordance with all application regulations promulgated by the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

Owner shall be responsible for compliance with all registration, marking and lighting, monitoring, and signage requirements of the FAA and the FCC. Should Tenant be cited because Owner's Property is not in compliance and should Owner fail to cure the conditions of noncompliance, Tenant may either terminate this Agreement or proceed to cure the conditions of noncompliance at Owner's expense, which amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Owner.

~~OR~~

The antenna support structure ("Tower") at the Site is subject to registration, marking and lighting, monitoring, and signage requirements in strict accordance with all applicable regulations promulgated by the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

Owner is aware of all FCC and FAA requirements related to Tower registration, marking and lighting, monitoring, and signage. Owner agrees to and will assume full responsibility, at Owner's sole cost and expense, for compliance with all applicable FCC and FAA requirements. Owner will permit Tenant to inspect Owner's records of system checks, as needed, and Owner will permit Tenant to perform its own systems tests every quarter. If it is discovered that the above FAA and FCC requirements are not being fulfilled, Tenant will have the right to assume those responsibilities on Owner's behalf, and charge Owner, at the then current market rate, for the cost of any monitoring and repair. In addition, Owner will be responsible for repairing and maintaining the Tower in a proper operating and reasonably safe condition and for all services inside and outside of the Site including, but not limited to, structural maintenance and repairs, snow removal, fencing and landscaping maintenance, and any renovations necessary to comply with any applicable safety codes. Owner agrees to indemnify, defend and hold Tenant harmless from any and all fines or other liabilities resulting from Owner's failure to comply with applicable federal, state and local rules and regulations, which obligations will survive termination of this Agreement.

Owner agrees that Tenant may, but is not obligated to, install at Tenant's sole cost and expense a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the Tower lighting. Owner agrees that Tenant's installation of a backup generator or tower lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable FCC and FAA tower registration, marking and lighting, monitoring and signage requirements.

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

EXHIBIT __
TO SITE AGREEMENT

~~REQUIRED FOR SITES NOT OWNED BY THE OWNER AND THE OWNER ONLY HAS A LEASEHOLD INTEREST
ATTACH MASTER LEASE AS SCHEDULE 1~~

Sublease

Notwithstanding anything to the contrary contained in Section 4 of this Agreement:

A. Owner as Master Tenant leases Owner's Property by a " _____ Agreement" dated _____, _____ (the "Master Lease") from _____, as Master Landlord ("Master Landlord") a copy of which is attached as Schedule 1 to this Agreement. Owner represents and warrants to Tenant that this Agreement, which is a sublease, does not violate any provisions of the Master Lease, and that no provision of this Agreement is in conflict with any provision of the Master Lease.

B. Owner will keep the Master Lease in place (without termination or default) throughout the entire Term of this Agreement (including all Renewal Terms), and will exercise all Master Lease renewal or extension options that may be necessary to do so. Owner will immediately provide Tenant with copies of all notices of default received from Master Landlord, and Tenant will have the right (but not the obligation) to cure any alleged defaults as may be necessary (in Tenant's reasonable discretion) to avoid a breach or termination of the Master Lease. All costs and expenses incurred by Tenant in effecting such cure may be deducted from (and offset against) the rent and any other amounts due or becoming due to Owner.

C. If the Master Lease terminates and this Agreement terminates as a result of termination of the Master Lease, then, except for obligations that survive the termination of this Agreement, the parties will be released from all liabilities and obligations under this Agreement; except that Owner will be liable to Tenant for any and all damages suffered by Tenant as a result of the termination. If Owner has the right to voluntarily terminate the Master Lease, Tenant will have the right, in its sole discretion, to determine whether it agrees to have the Master Lease terminated by Owner and Owner will take no action to terminate the Master Lease without the prior written consent of Tenant.

D. As long as Tenant is not in substantial and material default of this Agreement, Owner must perform, or cause Master Landlord to perform, all of Master Landlord's obligations under the Master Lease.

E. If the Master Lease requires that the Master Landlord must consent to or approve of this Agreement, then this Agreement will not be effective until the approval or consent is obtained by Owner in writing. Owner agrees to obtain any required consents or approvals within 15 days after the execution of this Agreement by both parties.

Attach Schedule 1 (Master Lease)

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____

EXHIBIT __
TO SITE AGREEMENT

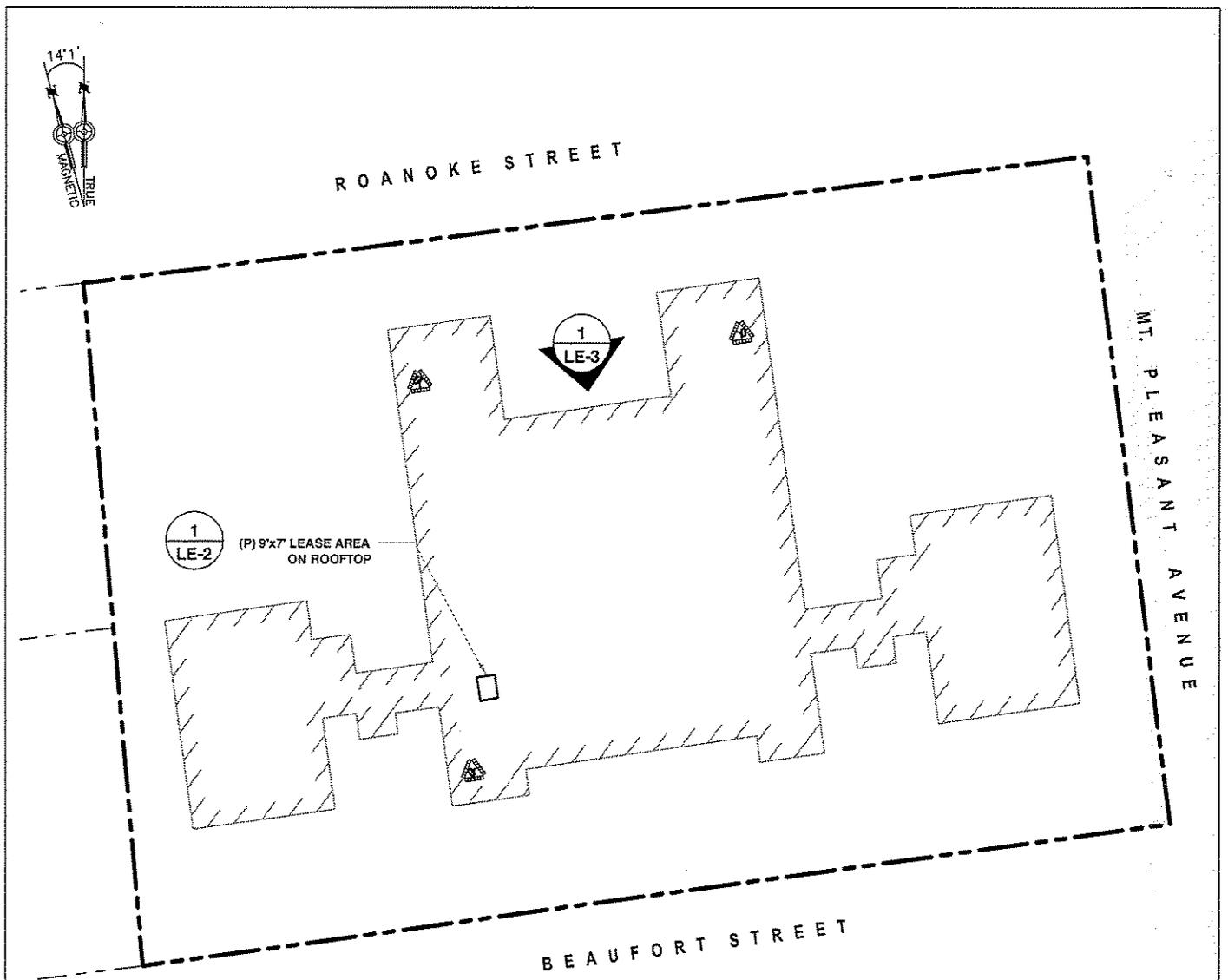
~~REQUIRED FOR GROUND/RAW LAND GUYED TOWER SITES~~

Azimuth Easements

In addition to all other rights granted herein, Owner grants to Tenant easements across the Owner's Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Owner's Property, the width and length of which will be sufficient for the construction and stabilization of the Facilities. Owner acknowledges that the right of access to the Azimuth Easements will include the right by Tenant to clear any underbrush or vegetation adjacent to the Azimuth Easements that may block access to the Azimuth Easements. The Azimuth Easements granted herein shall run with the Owner's Property and be appurtenant to and for the benefit of the Site, and shall be coterminous with the Agreement. Owner will not use, nor permit its employees, agents, successors or assigns, or any future lessee, to use the Owner's Property in any manner that interferes with Tenant's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements shall be a covenant running with the Owner's Property, and shall inure to and be binding upon the successors, assigns and heirs of the parties.

CWS0131 (rev2)

Owner Initials: _____
Tenant Initials: _____



SITE PLAN 1
LE-1

SCALE: 1" = 160'

PROJECT SUMMARY:

PROPOSED INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AT THIS EXISTING SITE THAT CONSISTS OF:

- NEW EQUIPMENT CABINETS:** (P) (3) CABINETS ON (P) 7'x9' STEEL PLATFORM ON ROOFTOP
 (1) PPC ATTACHED TO EQUIPMENT PLATFORM HANDRAIL, ALL AS SHOWN.
- NEW ANTENNAS:** (P) (3) PANEL ANTENNAS ATTACHED TO
 (P) SLED MOUNTS.
- NEW CABLES:** (P) (3) FIBER LINES ON (P) SLEEPERS.
- NEW GPS:** (P) (1) GPS ANTENNA ATTACHED TO EQUIPMENT PLATFORM HANDRAIL.
- NEW LIGHT:** (P) (1) LIGHT FIXTURE WITH TIMER ATTACHED TO H-FRAME.

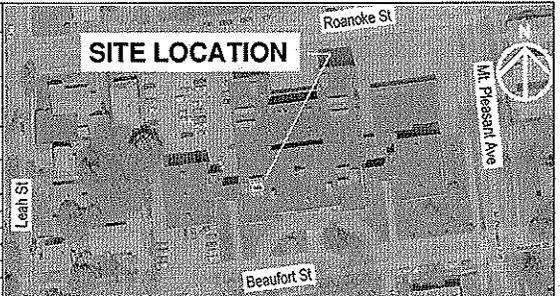


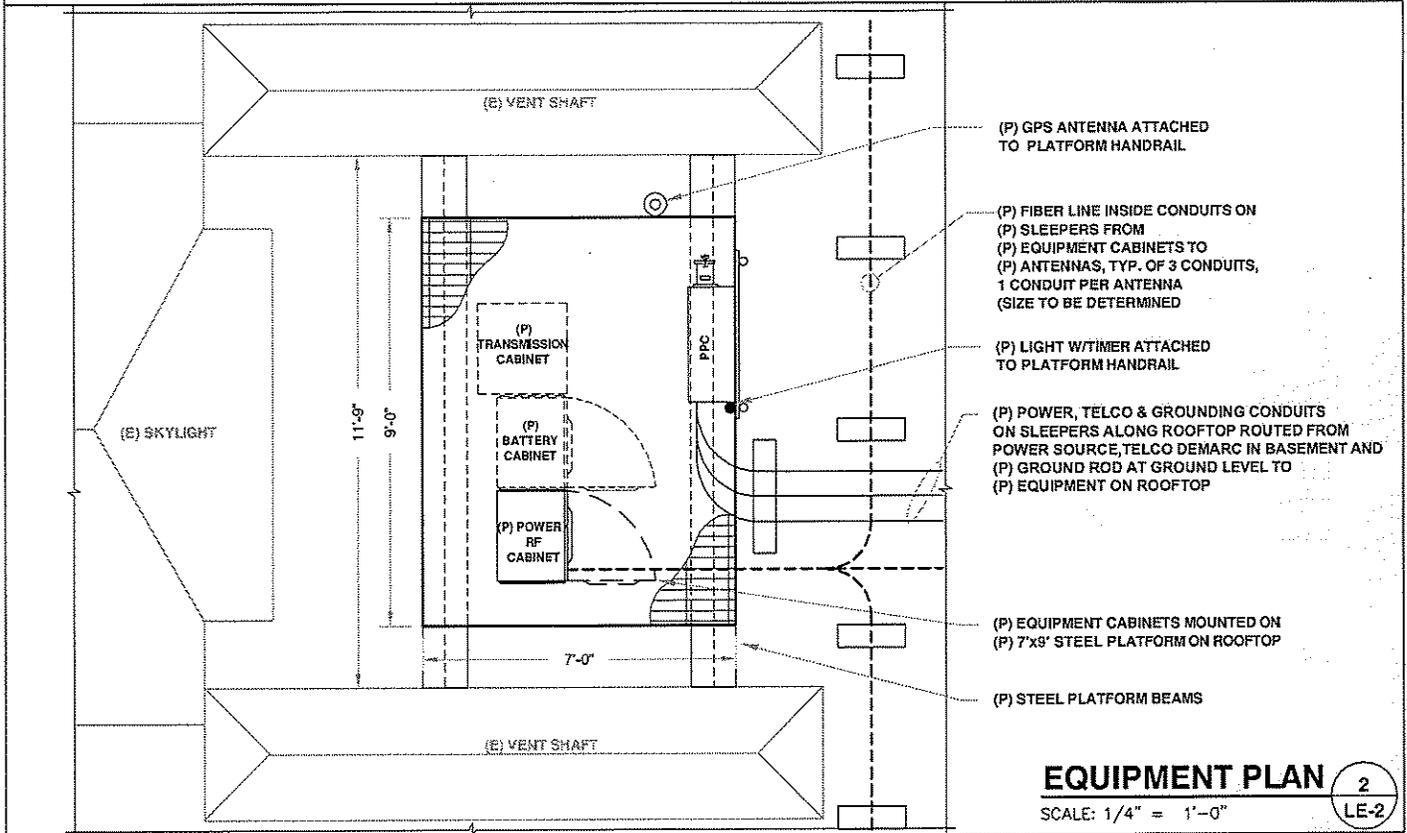
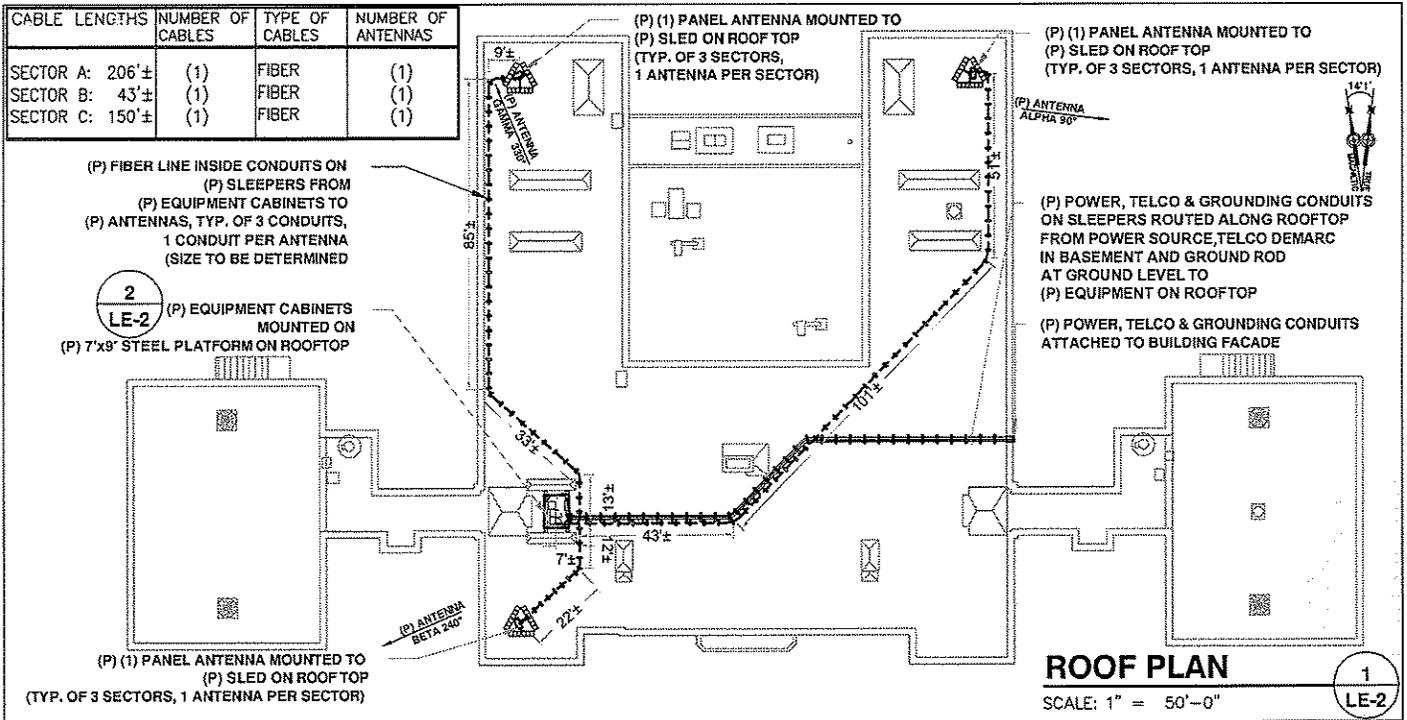
COX TMI WIRELESS
 9 JP Murphy Hwy.
 West Warwick, RI 02893



ATLANTIS GROUP
 1340 Centre Street
 Suite 203
 Newton Center, MA 02459
 Office: 617-965-0789
 Fax: 617-663-6032

SITE NUMBER: RI261C		
SITE NAME: GEORGE J. WEST SCHOOL		
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908		
DRAWN BY	SHEET	
S.B.	LE-1	
1	REVISED PER COMMENTS	11-04-09
0	ISSUED FOR USE	11-03-09
REVISION	DESCRIPTION	DATE





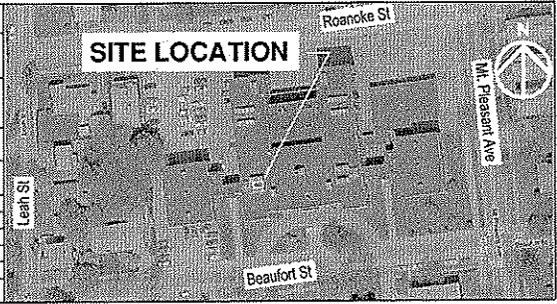
COX

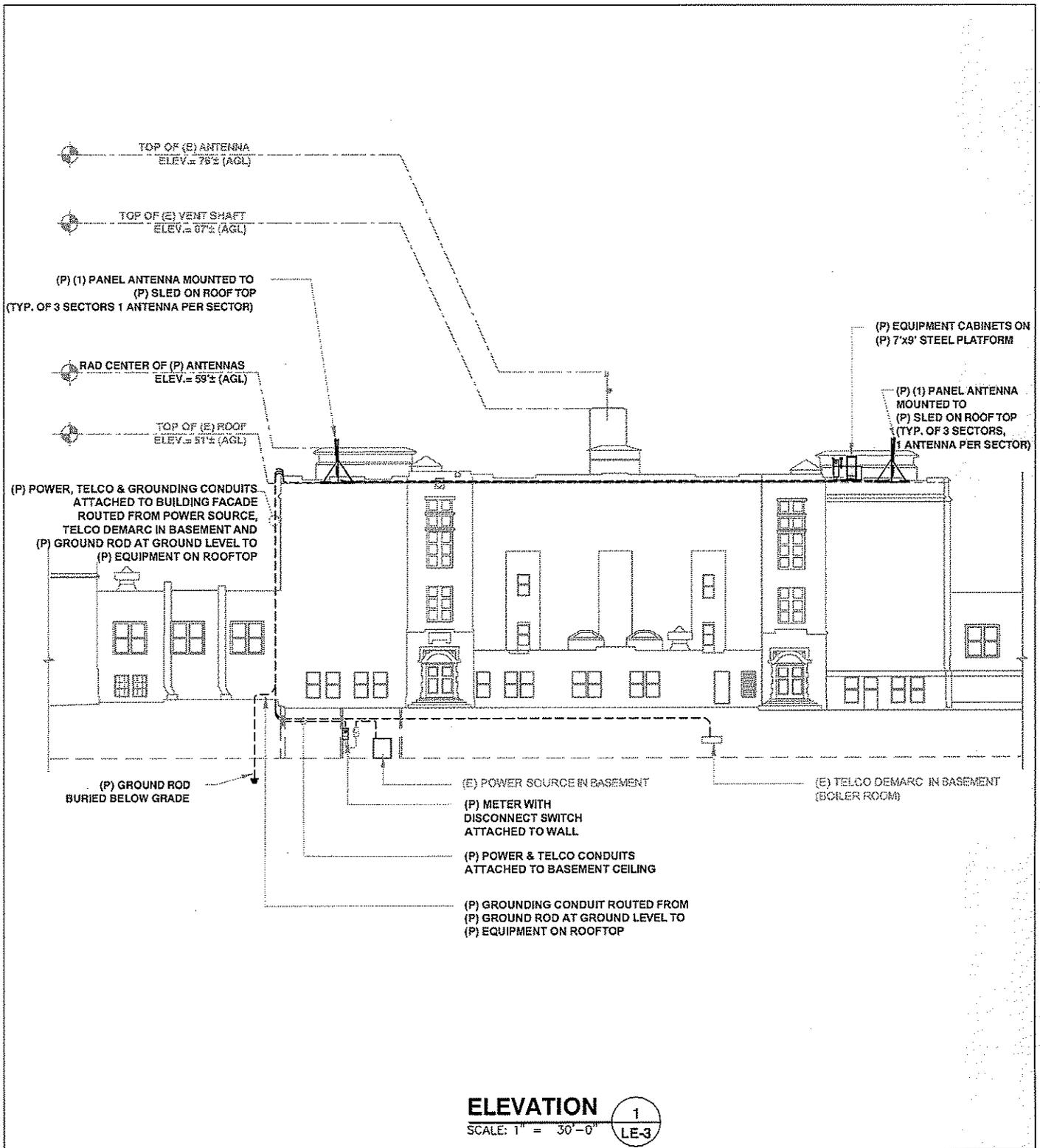
COX TMI WIRELESS
9 JP Murphy Hwy.
West Warwick, RI 02893

ATLANTIS GROUP

1340 Centre Street
Suite 203
Newton Center, MA 02459
Office: 617-965-0789
Fax: 617-663-6032

SITE NUMBER: RI261C		
SITE NAME: GEORGE J. WEST SCHOOL		
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908		
DRAWN BY S.B.	SHEET LE-2	
1	REVISED PER COMMENTS	11-04-09
0	ISSUED FOR USE	11-02-09
REVISION	DESCRIPTION	DATE





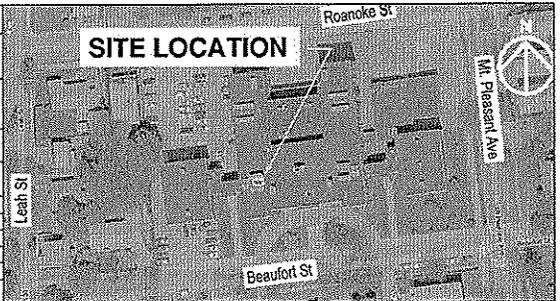
COX

COX TMI WIRELESS
9 JP Murphy Hwy.
West Warwick, RI 02893

ATLANTIS GROUP

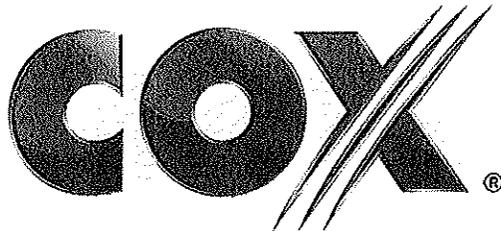
1340 Centre Street
Suite 203
Newton Center, MA 02459
Office: 617-965-0789
Fax: 617-663-6032

SITE NUMBER: RI261C		
SITE NAME: GEORGE J. WEST SCHOOL		
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908		
DRAWN BY	SHEET	
S.B.	LE-3	
1	REVISED PER COMMENTS	11-04-07
0	ISSUED FOR USE	11-02-07
REVISION	DESCRIPTION	DATE



Visual Analysis
Photo Simulation

Prepared For:



SITE NUMBER : RI261C

**145 BEAUFORT STREET
PROVIDENCE, RI 02908**

Provided By:



**Complete Design Services for Wireless
Telecommunication Networks**

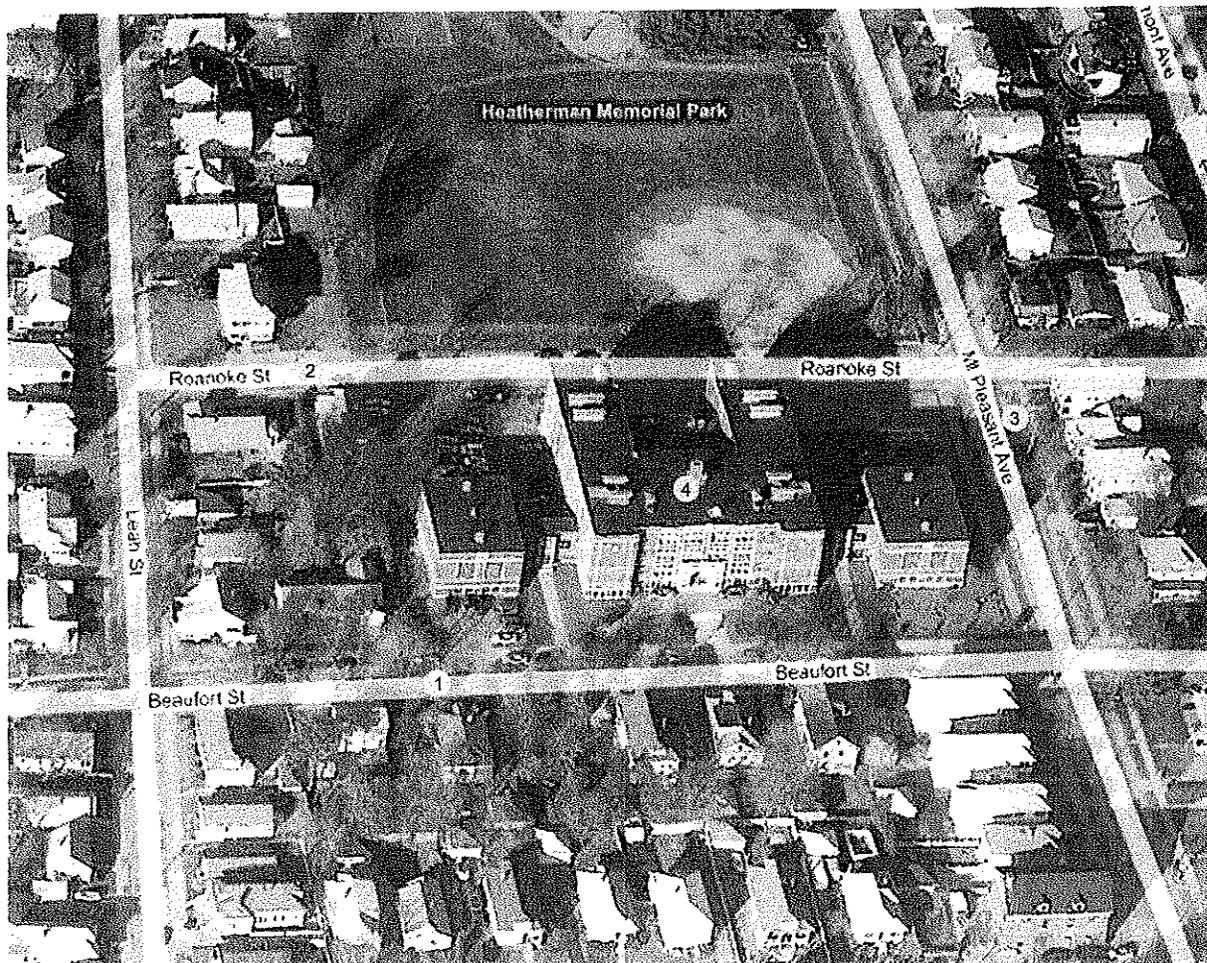
1340 Center Street Suite 203
Newton, MA 02459
Phone: (617) 965-0789
Fax: (617) 965-6032

These photo simulations are intended to represent modifications relative to a person observing the aesthetics of the proposed telecommunications installation. Therefore they are inherently approximate in nature and should not be used as an exact, scaled engineering drawing.

Photo Simulation for Proposed Wireless Telecommunication Equipment and Antennas
COX TMI Wireless, L.L.C.
Site Number : RI261C

Site Address:
145 Beaufort Street, Providence, RI 02908

Overview Map



Description :

- 1- Photo Taken From Southwest, Beaufort Street
- 2- Photo Taken From Northwest, Roanoke Street
- 3- Photo Taken From East, Mt Pleasant Avenue
- 4- Photo Taken From Rooftop

Project :

R261C
145 Beaufort Street, Providence, RI 02908

Description :

Proposed COX Communication Antenna, Sector Beta
Mounted to Proposed Sled on Rooftop
View from Beaufort Street

Existing View



After View



Project :

R261C
145 Beaufort Street, Providence, RI 02908

Description :

Proposed COX Communication Antennas, Sector Gamma
and Alpha Mounted to Proposed Sled on Rooftop
View from Roanoke Street

Existing View



After View



Project :

R261C
145 Beaufort Street, Providence, RI 02908

Description :

Proposed COX Communication Antenna, Sector Alpha
Mounted to Proposed Sled on Rooftop and Proposed
Power, Telco & Grounding Conduits Attached to Building Facade
View from Mt. Pleasant Avenue

Existing View



After View



Project :

R261C
145 Beaufort Street, Providence, RI 02908

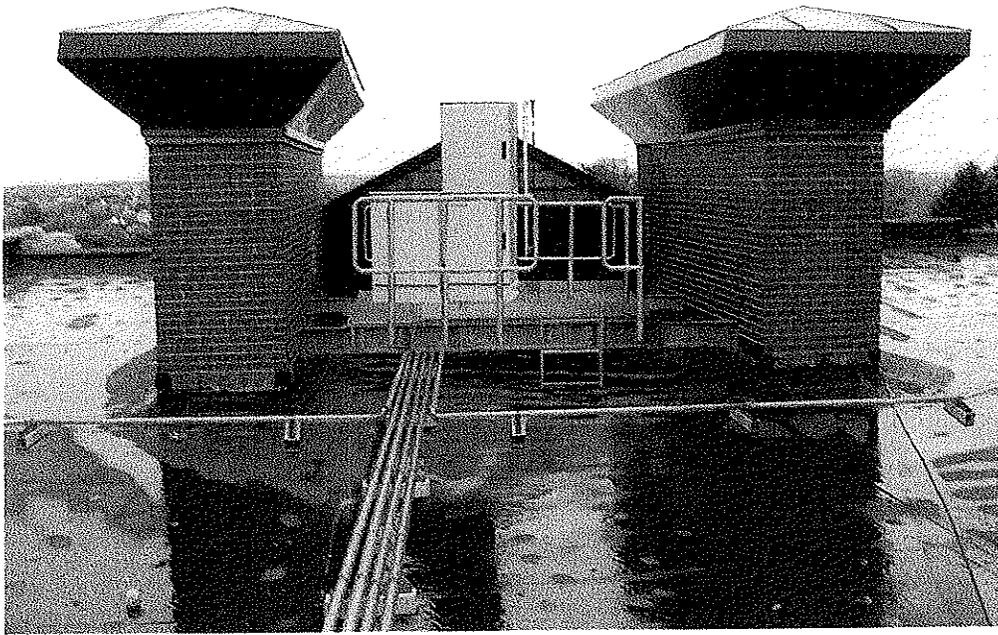
Description :

Proposed COX Communication Equipment Cabinets
Mounted on Proposed 7' x 9' Steel Platform on Rooftop
View from Rooftop Looking West

Existing View



After View





ROANOKE STREET

MT. PLEASANT AVENUE

BEAUFORT STREET

1
LE-2
(P) 9'x7' LEASE AREA ON ROOFTOP

1
LE-3

SITE PLAN

1
LE-1

SCALE: 1" = 160'

PROJECT SUMMARY:

PROPOSED INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AT THIS EXISTING SITE THAT CONSISTS OF:

NEW EQUIPMENT CABINETS: (P) (3) CABINETS ON (P) 7'x9' STEEL PLATFORM ON ROOFTOP
(1) PPC ATTACHED TO EQUIPMENT PLATFORM HANDRAIL, ALL AS SHOWN

NEW ANTENNAS: (P) (3) PANEL ANTENNAS ATTACHED TO
(P) SLED MOUNTS.

NEW CABLES: (P) (3) FIBER LINES ON (P) SLEEPERS.

NEW GPS: (P) (1) GPS ANTENNA ATTACHED TO EQUIPMENT PLATFORM HANDRAIL.

NEW LIGHT: (P) (1) LIGHT FIXTURE WITH TIMER ATTACHED TO H-FRAME.



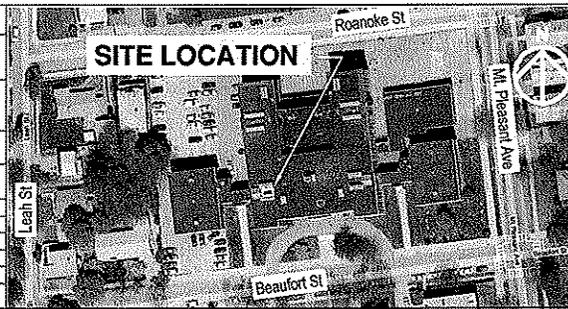
COX TMI WIRELESS
9 JP Murphy Hwy.
West Warwick, RI 02893

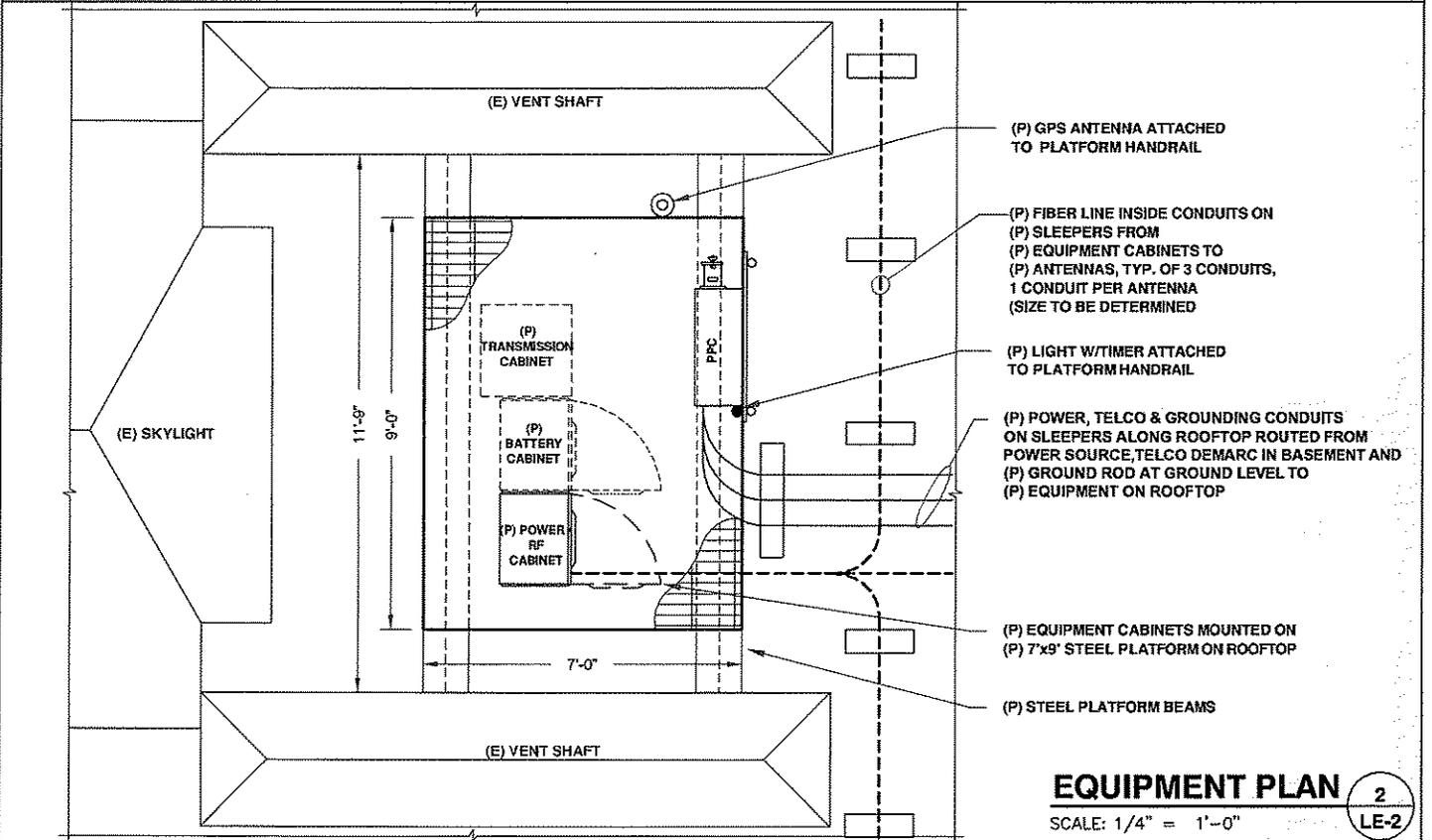
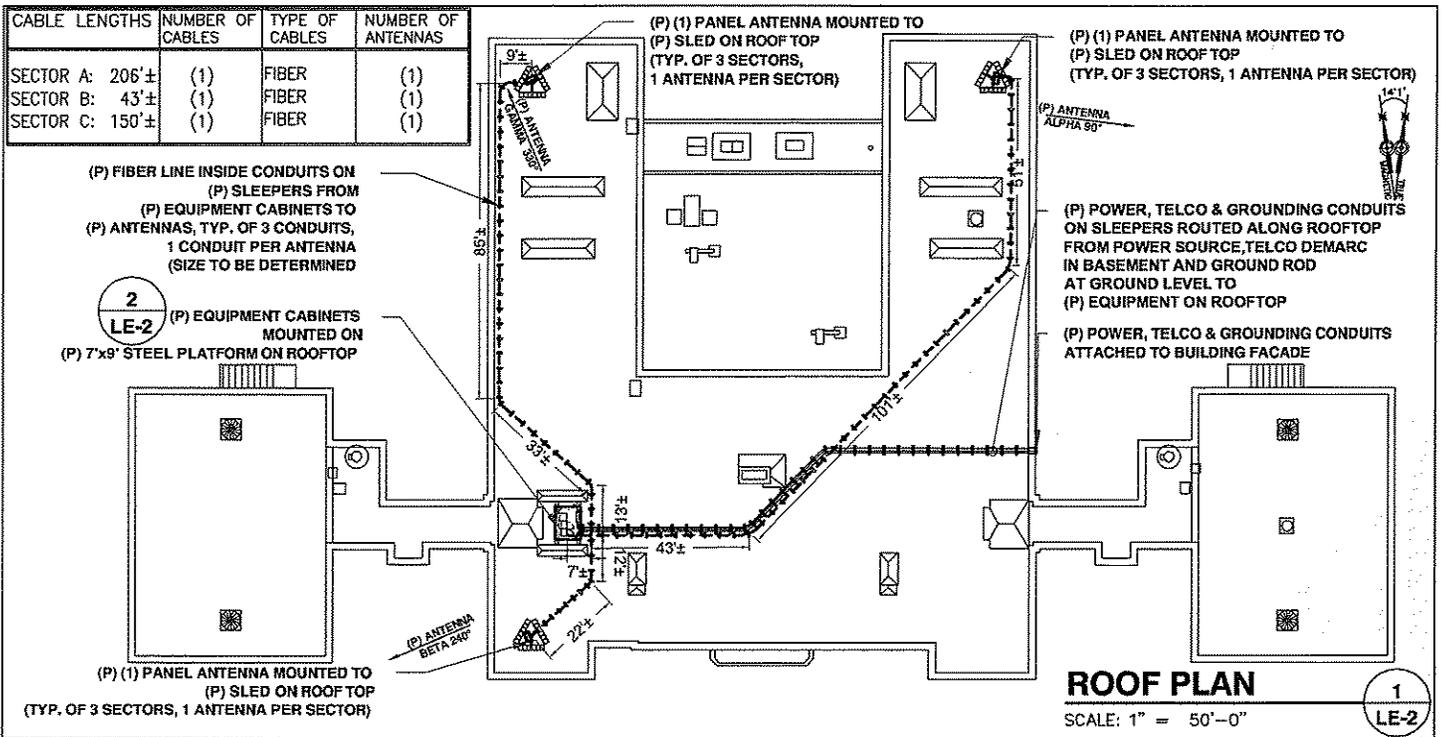


1340 Centre Street
Suite 203
Newton Center, MA 02459
Office: 617-965-0789
Fax: 617-663-6032

SITE NUMBER: RI261C
SITE NAME: GEORGE J. WEST SCHOOL
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908

REVISION	DESCRIPTION	DATE
1	REVISED PER COMMENTS	11-04-09
0	ISSUED FOR USE	11-02-09





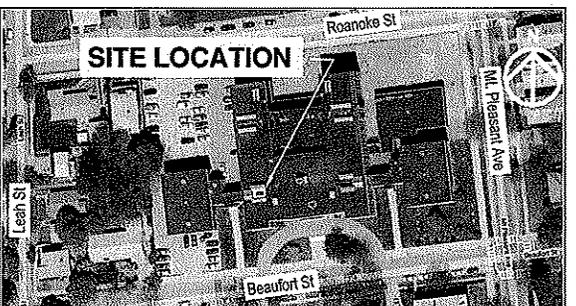
COX

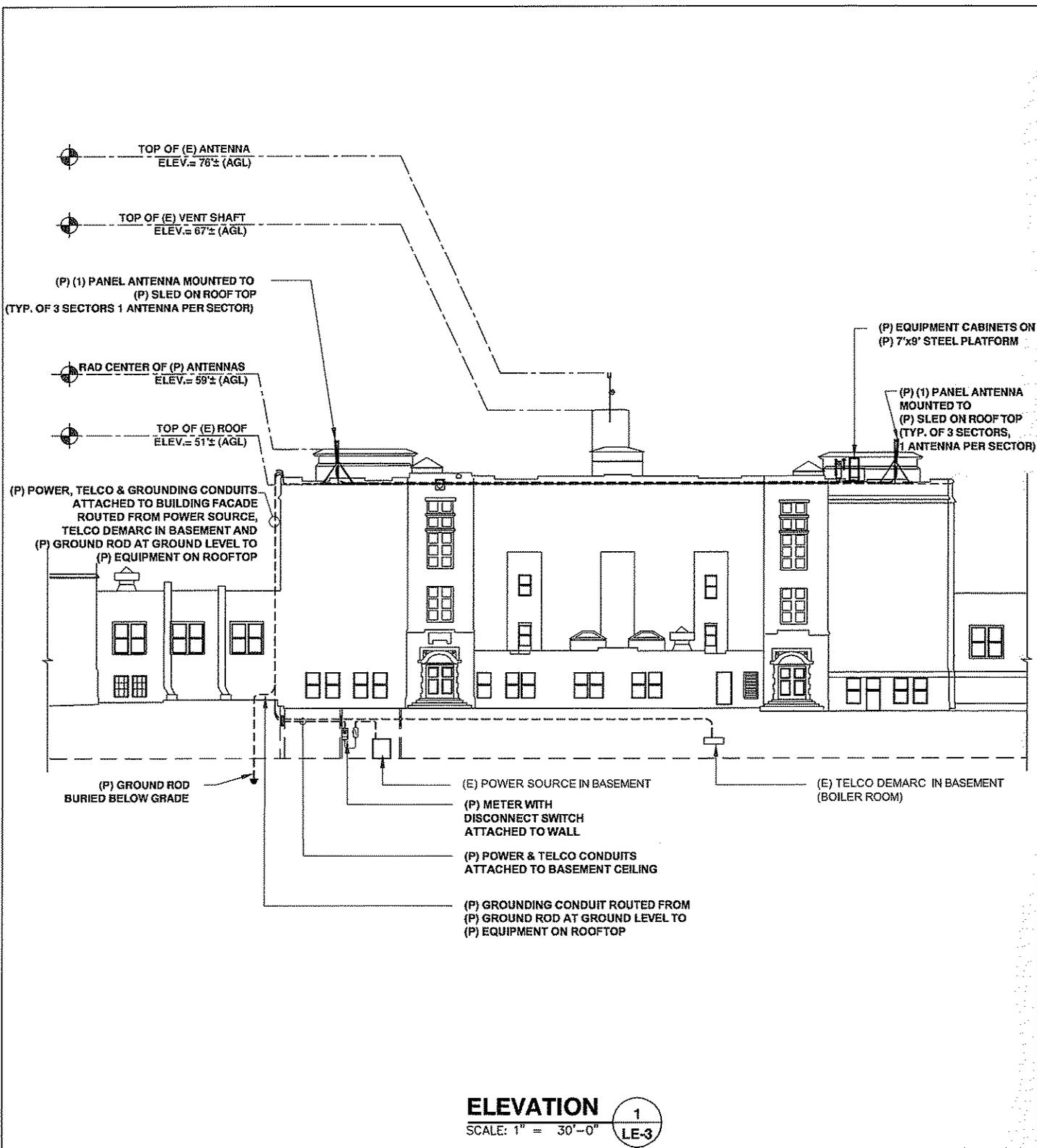
COX TMI WIRELESS
9 JP Murphy Hwy.
West Warwick, RI 02893

ATLANTIS GROUP

1340 Centre Street
Suite 203
Newton Center, MA 02459
Office: 617-965-0789
Fax: 617-663-6032

SITE NUMBER: RI261C	
SITE NAME: GEORGE J. WEST SCHOOL	
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908	
DRAWN BY S.B.	SHEET LE-2
1	REVISED PER COMMENTS 11-04-09
0	ISSUED FOR USE 11-02-09
REVISION	DESCRIPTION DATE





COX
COX TMI WIRELESS
9 JP Murphy Hwy.
West Warwick, RI 2893

**ATLANTIS
GROUP**
1340 Centre Street
Suite 203
Newton Center, MA 02459
Office: 617-965-0769
Fax: 617-663-6032

SITE NUMBER: RI261C	
SITE NAME: GEORGE J. WEST SCHOOL	
ADDRESS: 145 BEAUFORT STREET PROVIDENCE, RI 02908	
DRAWN BY: S.B.	SHEET: LE-3
1	REVISED PER COMMENTS 11-04-09
0	ISSUED FOR USE 11-02-09
REVISION	DESCRIPTION DATE

