



Phillips Lytle LLP

VIA OVERNIGHT MAIL

September 27, 2010

Ms. Palma Torrissi
Village Clerk
Village of Port Washington North
71 Old Shore Road
Port Washington, NY 11050

Re: Application by T-Mobile Northeast LLC for construction of a stealth telecommunication pole and related equipment at the property located at 26 Valley Road in the Village of Port Washington North, New York (Site No. LI-12411B)

Dear Ms. Torrissi:

This Firm represents T-Mobile Northeast LLC ("T-Mobile"), and we, on behalf of T-Mobile, submit an original and five (5) copies of this Letter of Intent. T-Mobile seeks a Special Permit from the Board of Trustees ("Board") for the installation of a stealth light-pole antenna and related equipment at the rear of the existing building at 26 Valley Road in the Village of Port Washington North ("Site"). The light-pole and equipment are collectively referred to as the "Project." This letter and application materials are submitted pursuant to the requirements of the Chapter of the Village of Port Washington North's Code ("Code") regulating wireless telecommunications facilities within the Village. See Code Chapter 176-195. Enclosed also are two checks made payable to the Village of Port Washington North in the amount of \$200 for processing fees and a deposit of \$4,000 for legal fees, notices and court reporter.

The following Exhibits are attached to and made a part of this Letter of Intent:

- Exhibit A: Application to Board of Trustees*
- Exhibit B: Site Plan*
- Exhibit C: FCC License*
- Exhibit D: Area Inventory Map*
- Exhibit E: Affidavit of RF Engineer Lydia Trujillo attaching RF propagation plots*
- Exhibit F: Lease*
- Exhibit G: Short Environmental Assessment Form*
- Exhibit H: Letter re: Commitment to Negotiation in Good Faith*
- Exhibit I: Certificate of Compliance*
- Exhibit J: Disclosure Statement*
- Exhibit K: Conflict of Interest Affidavit*

Eugene P. Cuiola
Direct 212 508 0493 ecuiola@phillipslytle.com
ATTORNEYS AT LAW



Overview

T-Mobile is a subsidiary of T-Mobile USA, Inc., one of the largest wireline telecommunications companies, in the United States. With 33 million subscribers as of June 2005, T-Mobile delivers advanced high-quality mobile wireless communications services to both businesses and consumers, in the U.S. and internationally. For more information, visit T-Mobile's website at <http://www.t-mobile.com/>.

Today's wireless telecommunications service is not only being relied on for emergency safety, but also by emergency service professionals such as police, fire and ambulance. In fact, T-Mobile and other communications carriers are currently required to make their systems compatible with enhanced-9-1-1 ("E911") functionality. This compatibility requires that public answering safety points to locate mobile calls using various technologies. Therefore, network design must take into consideration these federal requirements.

In an effort to provide service to a particular target area in and around Washington North, and to continue to build out T-Mobile's communications network, the Site has been strategically chosen to meet the design requirements for T-Mobile's enhanced-9-1-1 personal communications system. A copy of T-Mobile's FCC license is attached to this document. The Site is located in a Res. B District and is currently used for commercial purposes.

Project Details

Applicant:	T-Mobile Northeast LLC
T-Mobile's Address:	3500 Sunrise Highway, Ste D203 Great River, NY 11739
Local Contact:	Phillips Lytle LLP Attention: Eugene P. Caiola, Esq. 437 Madison Avenue - 34th Floor New York, NY 10022 Telephone: (516) 880-6493 Facsimile: (516) 742-3910 E-mail: ecaiola@phillipslytle.com
Project Location:	26 Valley Road Port Washington, NY 11050 Section 4, Block J, Lot 1037
Property Owner:	Gerhardt & Brigitta Clausner 112 Reni Road Manhasset, NY 11030

Project I

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Site

An inventory of T-Mobile's existing towers and antennas within and nearby the Village of Port Washington North is attached hereto as **Exhibit D**. As described in the Affidavit of RF Engineer Lydia Trujillo (the "RF Affidavit"), a coverage and service deficiency has been identified in the area in and around the Site. **See Exhibit E – Affidavit of RF Engineer Lydia Trujillo**. Consequently, this area has been targeted for current coverage and service improvement in the build-out plan.

The propagation plots attached as Exhibit 1 to the RF Affidavit demonstrate that a service gap in the T-Mobile network exists in the vicinity of the Site and that the Project is necessary to meet T-Mobile's service requirements.

The main objective of the Project is to provide reliable in-building coverage to the residential areas along Avenue C, Middleneck, New Shore and Cow Neck Roads. With an antenna centerline height of 100 feet, T-Mobile radio frequency engineers have determined that the Project will hand-off calls to T-Mobile's neighboring sites, labeled LI12025A, LI12775C and LI12181C. **See Exhibit E – Affidavit of RF Engineer Lydia Trujillo**.

In finding the site required to meet its coverage objective, T-Mobile first evaluated the search area for possible candidates for co-location. We are aware of two collocation sites 42 Pequot Avenue and 62 Main Street. As explained in Paragraph 9 to the RF Affidavit, both sites were eliminated as too far from service gap to effectively remedy same. **See Exhibit E**. In addition, T-Mobile evaluated two other sites within the vicinity of the Project, a residential building at 13 Avenue A and the Polish American Cultural Association located at 5 Pulaski Place. However, both sites were eliminated from consideration because of a lack of interest from the landlord. Therefore, T-Mobile concluded that there were no other viable candidates that would satisfy T-Mobile's Radio Frequency Engineer's requirements. The Project will have the necessary height required to meet T-Mobile's coverage objectives. Also, there is a willing landlord, and the Site met much of the criteria set forth in the Code. As a result, the primary candidate became the property located at 26 Valley Road.

The Site is located in a Residential B District and is currently used for commercial purposes. Adequate access to the Site currently exists such that the Project will not require construction of additional entrances to the site. The Project will be located at the rear of the Site and will utilize a stealth design to minimize the visual impact to the surrounding area.

As the Site provides the best available location to resolve the Service Gap from a leasing, engineering and zoning perspective, T-Mobile entered into a lease agreement with the landowner for the Site. **See Exhibit F**.



Application Materials and Supporting Documentation

As discussed above, T-Mobile proposes to install a 105' light pole behind a commercial on private property owned by Gerhardt and Brigitta Clausner. The Code § 197 require Mobile obtain the Special Exception Permit from the Board of Trustees.

We understand that the Board of Trustees will act as lead agency for purposes of a SEQR. To facilitate this review, T-Mobile has submitted a Short Environmental Assessment For **Exhibit G**.

The required application materials and supporting documentation are set out in the Code following paragraphs we recite the relevant subsections of § 176 of the Code, followed, faced type, by an explanation of how the Project addresses the requirement. T-Mobile's response (except where no response is required).

§ 176-198. Collocation Requirements.

All towers erected, constructed, or located within the Village shall comply with the following requirements:

A. A proposal for a tower shall not be approved unless the Board finds that the tower planned for the proposed tower cannot be accommodated on an existing or approved tower or building within a one-mile search radius of the proposed tower due to one or more of the following reasons:

- (1) The antenna would exceed the structural capacity of the existing or approved tower or building, as documented by a qualified professional engineer, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate the proposed or equivalent antenna at a reasonable cost.
- (2) The antenna would cause interference materially impacting the usability of an existing or planned antenna at the tower or building as documented by a qualified professional engineer and the interference cannot be prevented at a reasonable cost.
- (3) Existing or approved towers and buildings within the search radius cannot accommodate the antenna at a height necessary to function reasonably as documented by a qualified professional engineer.
- (4) Other foreseen reasons that make it unfeasible to locate the antenna upon an existing or approved tower or building.

Response: All possible co-locator candidates within one mile of the proposed site were considered. All co-locator candidates were eliminated as too far from the service area to be a remedy. See Paragraph 9 of the RF Affidavit.



B. Any proposed tower shall be designed, structurally, electrically, and in all respects, accommodate both the applicant's antennas and comparable antennas for at least five additional users. Towers must be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights.

Response: The Proposed Facility has been designed to accommodate one collocator and we respectfully request that the Board waive the requirement for additional collocator so the height of the Project can remain at 105'. See Exhibit B. While T-Mobile is willing to expand the Project, to realistically accommodate four additional co-locators (each of which will require 10-15 additional feet to clear the surrounding trees and avoid interference), the height of the Project would have to be increased to approximately 160' and the diameter of the Proposed Facility would have to be significantly enlarged as well.

C. The applicant shall submit to the Board a letter of intent committing the applicant, and its successors in interest, to negotiate in good faith for shared use of the proposed tower by other PWS providers in the future. The issuance of a permit (assuming the tower is approved according to this article), shall commit the new tower owner and its successors in interest to:

- (1) Respond in a timely comprehensive manner to a request for information from a potential shared-use applicant.
- (2) Negotiate in good faith concerning future requests for shared use of the new tower by other PWS providers.
- (3) Allow shared use of the new tower if another PWS provider agrees in writing to pay charges.
- (4) Make no more than a reasonable charge for shared use, based on generally accepted accounting principles. The charge may include, but is not limited to, a pro rate share of the cost of site selection, planning, project administration, land costs, site design, Village fees, construction and maintenance financing, return on equity, and depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference.

Response: See Letter from Eric Engen, Senior Manager of T-Mobile attached as Exhibit H committing T-Mobile to negotiate in good faith with future co-locators in accordance with § 176-198B of the Code.

D. In order to keep neighboring municipalities informed, and to facilitate the possibility of directing that an existing tall structure or existing tower in a neighboring municipality be considered for shared use, an applicant shall submit to the Board an affidavit that it has sent by registered or certified mail, return receipt requested, at least fifteen days prior to the public



hearing a notification to all of the village clerks of each water authorities within two miles of the proposed location shall include the exact location of the proposed tower, including, but not limited to the height of the tower and

Response: Proof of notification will be submitted on

§ 176-199. Performance, installation and design standards

A. Proof of noninterference from antenna. Each applicant shall include either a preliminary or a certified statement including reception and transmission functions, will no service enjoyed by adjacent residential and nonresidential telecommunications. In the event only a preliminary application, a final certified statement of noninterference approval of the Village, prior to the issuance of a permit and certified by a professional engineer.

Response: T-Mobile is committed to addressing interference issues that may arise from the Project laws. However, we respectfully note that the law affirmatively and conclusively preempts all local interference. For the law on this matter, we refer to Burlington Broadcasters Inc. decided by the United States Second Circuit on February 23, 2000. Under its terms, attached as *Exhibit C* hereto, T-Mobile is required to comply with regulations relating to RF interference.

In light of the FCC's exclusive jurisdiction and regulations, we do not believe that it is appropriate for the Village to impose a requirement to eliminate interference from the Project on any requirement to eliminate interference. Nonetheless, in the interest of addressing your concerns, on behalf of T-Mobile, we state that T-Mobile will comply with all requirements and the terms of its lease with the Village, including interference including but not limited to any or interference.

B. Antenna safety. Antennas shall be subject to state a nonionizing radiation and other health hazards related to the Project. submit evidence of compliance with the FCC's standards. If more restrictive standards are adopted, the antennas shall comply with the continued operations may be restricted by the Board. The cost shall be borne by the owner and operator of the tower and building, then by the owner and operator of the antennas.



Response: *See Certification of Compliance attached as Exhibit I and FCC license attached as Exhibit C.*

C. Tower lighting. Towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority for a particular tower. When incorporated into the approved design of the tower, and approved by the Board, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower.

Response: *The Project is designed to include illumination for parking area of the rear of the Site. See Exhibit B.*

D. Uses, signs and advertising on towers.

(1) Towers shall not be used for any purposes other than for the mounting of antennae, meteorological devices, or similar apparatus above grade.

(2) The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

Response: *The Project will be used in accordance with Section 176-99D.*

E. Tower height limitations. The maximum height of a tower is limited to 50 feet above the ground upon which the antenna is placed. The ground elevation may not be raised to increase the height of the tower. The height limitation may be waived by the Board when the antenna is mounted on an existing building or structure or to accommodate collocation.

Response: *The Project has a height of 105 feet. We respectfully request that the Board waive the height limitation pursuant to § 199E, to allow for an increase in height which has been determined by T-Mobile to be the lowest possible height that will permit the Project to achieve continuous and reliable in-building coverage and accommodate future co-locators. See Exhibit E.*

F. Tower building requirements.

(1) The use of guyed towers is prohibited. Towers must be self-supporting without the use of wires, cables, beams, or other means. The design should utilize an open framework or monopole configuration. Permanent platforms or structures exclusive of antennas that serve to increase off-site visibility are prohibited.

(2) The base of the tower shall occupy no more than 500 square feet and no portion of the tower shall be larger than the base.



(3) Minimum spacing between tower locations shall be 1/4 mile.

Response: *See Exhibit B - Site Plans and Exhibit D - Area Inventory Map.*

G. Access to towers. A road and parking shall be provided to assume adequate emergency and service access. Maximum uses of existing roads, public or private, shall be made.

Response: *The Project will use current access from Valley Road. See Exhibit B.*

H. Setbacks for towers and accessory structures.

(1) The tower and accessory structures shall comply with all minimum setbacks of the zoning district.

(2) A tower's setback may be reduced by the Board to allow the integration of a tower into an existing or proposed structure such as a church steeple, light pole, power line, or similar structure.

Response: *See Exhibit B - Site Plans.*

I. Screening and security of towers and accessory structures.

(1) Existing on-site vegetation shall be preserved to the maximum extent practicable.

(2) Towers and accessory structures shall be provided with security fencing to prevent unauthorized entry. Such fencing shall be no less than six feet and no greater than eight feet in height and shall be constructed of either masonry, wrought iron or wire (not wood) and shall meet the requirements for fences set forth in § 176-140 of this chapter.

(3) The base of the tower and any accessory structures shall be landscaped to the extent feasible to minimize the impact of the tower, the accessory structures and the security fencing from the adjacent residential community and the public streets.

Response: *See Exhibit B - Site Plans.*

J. Design of antennas, towers, and accessory structures. Towers and antennas shall be designed to blend into the surrounding environment through the use of color and camouflaging architectural treatment, except in instances where the color is dictated by federal or state authorities such as the Federal Aviation Administration. Every antenna or tower shall be of neutral colors that are harmonious with, and that blend with, the natural features, buildings and structures surrounding such antenna and structure; provided, however, that directional or panel antennas and omnidirectional or whip antennas located on the exterior of a building that will also serve as an antenna tower shall be of colors that match, and cause the antenna to blend with, the exterior of the building. Accessory



structures will be designed to be architecturally compatible with principal structures on the site and the aesthetics of the neighboring structures.

Response: The light-pole will be painted a neutral color to camouflage it to the greatest extent possible. All other equipment and hardware will be a neutral color closely compatible with the building so as to make the equipment as unobtrusive as possible in accordance with § 176-199I. See Exhibit B.

§ 176-204. Removal of towers or antennas; performance bond

B. Performance bond.

- (1) No permit shall be issued pursuant to this chapter until the applicant has delivered a performance bond to the Village, in a form satisfactory to the Village Attorney, in a sum equal to the cost of removing the tower, antennas and associated facilities, to secure the applicant's responsibility:
 - a) To remove the tower and associated facilities within six months of the termination of the permit granted pursuant to this chapter or the abandonment or discontinuance of use of such tower, antennas and associated facilities, unless a time extension is approved by the Board; and
 - b) To remove the unused portions of towers above a manufactured connection within six months of the time of antenna relocation, unless a time extension is approved by the Board.
- (2) All such bonds shall be issued by insurance companies licensed to do business in the State of New York with A.M. Best ratings of A or better.
- (3) Accompanying such bonds shall be an estimate of the cost of the removal of the tower and associated facilities, certified by a professional engineer.
- (4) All such bonds shall be renewed not less than once every three years, and shall be accompanied by an updated professional engineer's certification of the cost of removal.

Response: Pursuant to prior discussions with the Village, a performance bond and an estimate of the cost of the removal of the Project, certified by a professional engineer, will be provided to the Village upon approval of the special permit.

Conclusion

T-Mobile has identified a service gap in the Village of Port Washington North in the vicinity of the intersection of Avenue A and Valley Road. This void in service has been targeted for coverage and service improvement as part of T-Mobile's obligations under its FCC license. T-Mobile is proposing to install a camouflaged tower at a site which T-Mobile believes will have the least possible practical visual effect on the environment. The Site is in a Residential B District, is located on land used for commercial purposes, is buffered by existing buildings, and will be further buffered by T-Mobile's stealth design for the antennas and related equipment.

Accordingly, T-
Project. To the
Section 239-m,
review. The dis
hereto as *Exhibi*

If you have any

Very truly yours

Phillips Lytle LI

By 
Eugene P. Caiola

Attachments

cc: Tiffany F
Jim Canc
Adam We

VILLAGE OF PORT WASHINGTON NORTH

71 Old Shore Road, Port Washington, New York 11050
Tel: 516-883-8900 Fax: 516-883-5926
portwashingtonnorth.org

Date Approved _____

Permit # _____

Denial Basis _____

Date Paid _____

Village Clerk _____

APPLICATION TO BOARD OF TRUSTEES

The undersigned does hereby apply for the following:

Location 26 Valley Road, Village of Port Washington North, NY 11050

Purpose Installation of 100' stealth pole in rear of property with associated ground equipment.

Section 4 Block J Lot 1037

Change of Zone

Site Plan Review

Conditional Use

Telecommunications Tower

Drop Box

Valet Parking

Owner's Signature *Gerhard and Brigitta Clausner* Owner's Name Gerhard and Brigitta Clausner

Address 112 Reni Rd., Manhasset, NY 11030 Phone 516-883-4375

Applicant's Signature *T-Mobile* Applicant's Name T-Mobile Northeast LLC

Address 3500 Sunrise Highway, St. D-203, Great River, NY Phone (262) 271-0000

Change of Zone application (provide 8 copies of all): \$3,000 Fee; \$2,000 Deposit.

Conditional Use application (provide 8 copies of all): \$200 Fee; \$2,000 Deposit; (§176-71.B).

Drop Box application must include (provide 8 copies of all):

Short Environmental Assessment Form; Proof of Notification to All Municipalities within 500 feet; \$200 Fee; and all other requirements pursuant to Village Code Section 176-190.

Site Plan Review application must include (provide 12 copies of all):

Short Environmental Assessment Form; Proof of Notification to All Municipalities within 500 feet; \$750 Fee; \$2,500 Deposit; and all other requirements pursuant to Village Code Chapter 177.

Telecommunications Tower application must include (provide 8 copies of all):

Short Environmental Assessment Form; Affidavit of no conflict of interest pursuant to General Municipal Law; Proof of Notification to All Municipalities within 500 feet; \$200 Fee; \$4,000 Deposit; and all other requirements pursuant to Village Code Section 176-195.

Valet Parking application (provide 8 copies of all) must include:

Short Environmental Assessment Form; Affidavit of no conflict of interest pursuant to General Municipal Law; Proof of Notification to All Municipalities within 500 feet; \$200 Fee; and all other requirements pursuant to Village Code Section 176-141.

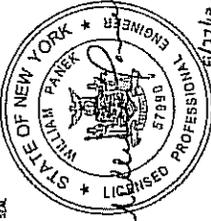
T-Mobile Northeast LLC

WIRELESS COMMUNICATIONS FACILITY
SITE NO.: LI-12-411B
SITE NAME: AG MUSCLE CARS
PORT WASHINGTON, NY 11050

APPLICANT/TOWER:
T-Mobile
 Northeast LLC

PREPARED BY:
velocitel
 COMPLETE WIRELESS SOLUTIONS
 Velocitel Engineers, LLC
 578 Corporate Park Drive, Suite 307
 Port Washington, NY 11050
 OFFICE: (718) 462-5533
 FAX: (718) 462-5533

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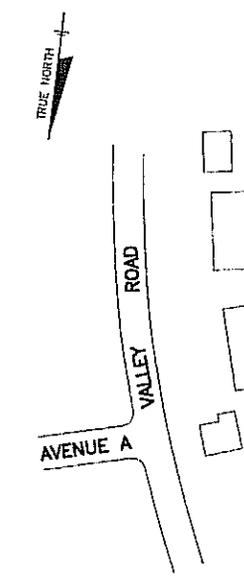


DATE: 5/27/13

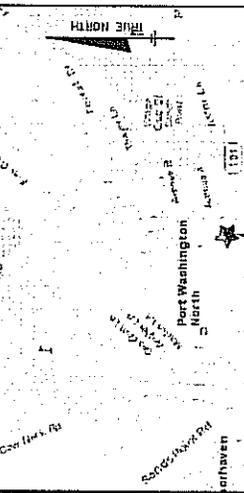
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NO.	DATE	REVISIONS
1	5/27/13	FOR REVIEW
2	5/27/13	FOR REVIEW
3	5/27/13	FOR REVIEW
4	5/27/13	FOR REVIEW
5	5/27/13	FOR REVIEW
6	5/27/13	FOR REVIEW
7	5/27/13	FOR REVIEW

KEY MAP



LOCATION MAP



PROPERTY OWNER:

AG MUSCLE CARS
 26 VALLEY ROAD
 PORT WASHINGTON, NY 11050
 CONTACT: GERHARD KLUSSNER
 (516) 863-4375

SITE ADDRESS:

26 VALLEY ROAD
 PORT WASHINGTON, NY 11050
 SECTION 4, BLOCK J, LOT 37

ACTING:

RESIDENCE "B"

ZONING DISTRICT:

CITY OF PORT WASHINGTON

JURISDICTION:

MASSA

COUNTY:

QUEEN

APPLICANT:

T-MOBILE NORTHEAST LLC
 3500 SUNRISE HWY
 SUITE D-203

SITE INFORMATION

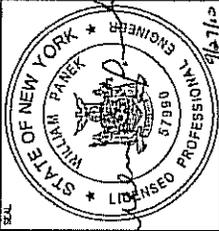
APPLICANT/OWNER:

T-Mobile
Northeast LLC

PREPARED BY:

velocitel
complete wireless solutions
575 Central Park Drive, Suite 207
Rye, N.Y. 10583
Tel: 914.337.5200
Fax: 914.337.5201

THIS DRAWING IS THE PROPERTY OF THE APPLICANT/OWNER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE APPLICANT/OWNER.



DATE: 11/16/09

REVISIONS	
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E	FIELD REVISION
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H	FIELD REVISION
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J	FIELD REVISION
K	FIELD REVISION
L	FIELD REVISION
M	FIELD REVISION
N	FIELD REVISION

KEY PLAN:



PROJECT LOCATION
LI-12-411B
AG MUSCLE CARS

26 VALLEY ROAD
PORT WASHINGTON, NY 11050

DRAWING DESCRIPTION:
**ELEVATION &
ANTENNA ORIENTATION**

DRAWN BY: LJM

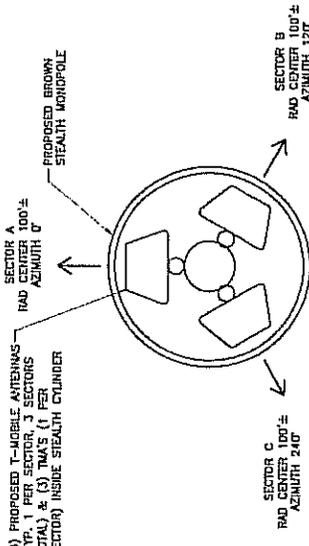
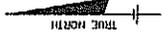
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DATE: AUGUST 04, 2008

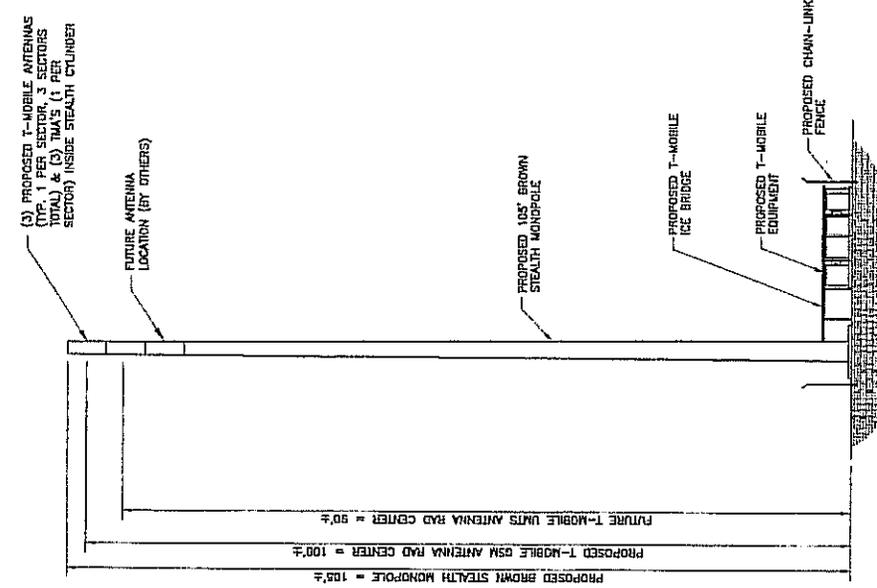
VELOCITEL P. 1077260

DRAWING NO.: 103411B

72



ANTENNA ORIENTATION
SCALE: N.T.S.



TOWER ELEVATION
SCALE: N.T.S.

APPLICANT/OWNER:

T-Mobile
Northeast LLC

PREPARED BY:

velocitel
complete wireless solutions
10000 Old Turnpike Road
2700 Old Turnpike Road
Port Washington, NY 11050
Tel: 516.327.1200
Fax: 516.327.1201

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SEAL



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REV	DATE	DESCRIPTION	BY	CHK
A	08/27/12	FOR 200' X 300' X 10' CONCRETE PAD	W.P.	W.P.
B	07/27/12	FOR 200' X 300' X 10' CONCRETE PAD	W.P.	W.P.
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KEY PLAN



PROJECT LOCATION

LI-12-411B
AG MUSCLE CARS

26 VALLEY ROAD
PORT WASHINGTON, NY 11050

DRAWING DESCRIPTION:
EQUIPMENT DETAILS

DRAWN BY: W.P.

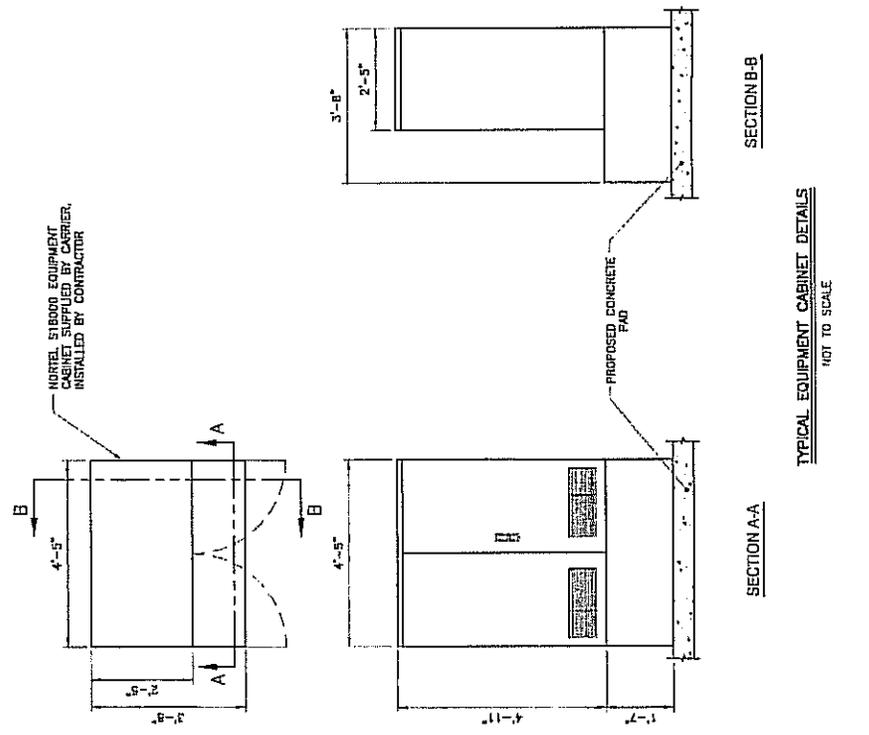
CHECKED BY: W.P.

DATE: AUGUST 08, 2012

SCALE: 1" = 2'-5"

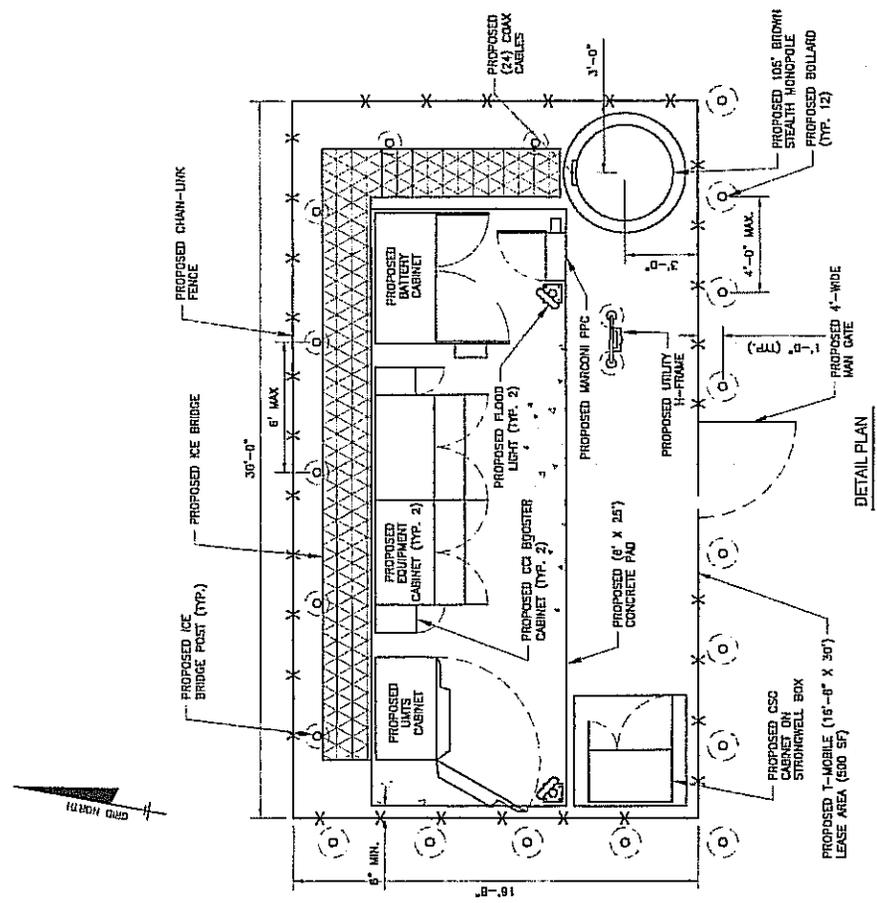
SHEET NO.: 042411B

Z3

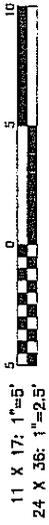


TYPICAL EQUIPMENT CABINET DETAILS
1/8" TO SCALE

NOTE:
(1) CABINETS TO BE NORTEL 518000 EQUIPMENT CABINETS SUPPLIED BY T-MOBILE AND INSTALLED BY CONTRACTOR. REFER TO CABINET MANUFACTURER SPECIFICATIONS AND DRAWINGS FOR MORE INFORMATION.
SPECIFICATIONS:
55" TALL X 23" WIDE X 29" DEEP
5000 WATT CAPABILITY
ELECTRIC REQUIRED: 208V TO 240VAC



DETAIL PLAN
SCALE: 1" = 5'



ULS License

PCS Broadband License - KNLF982 - T-Mobile License LLC

Call Sign	KNLF982	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular
Market			
Market	BTA321 - New York, NY	Channel Block	D
Submarket	0	Associated Frequencies (MHz)	001865.00000000- 001870.00000000- 001945.00000000- 001950.00000000

Dates

Grant	06/05/2007	Expiration	06/27/2017
Effective	06/05/2007	Cancellation	

Buildout Deadlines

1st	06/27/2002	2nd	
-----	------------	-----	--

Notification Dates

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

Licensee

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

Licensee

T-Mobile License LLC 12920 SE 38th St. Bellevue, WA 98006 ATTN Dan Menser	P:(425)378-4000 E:dan.menser@t-mobile.com
--	--

Contact

T-Mobile License LLC 12920 SE 38th St. Bellevue, WA 98006 ATTN Dan Menser	P:(425)378-4000 E:dan.menser@t-mobile.com
--	--

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status	Common Carrier	Interconnected	Yes
-------------------	----------------	----------------	-----

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of	No

the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?

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

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

s Lig



Pont

Beach

s Ln

Barkers

nhasse



In the Matter of the Application of T-Mobile Northeast LLC for
a Special Use Permit to construct antennas and related equipment at the
Property located at 26 Valley Road, Port Washington North, New York

AFFIDAVIT OF
LYDIA TRUJILLO

Lydia Trujillo, being duly sworn, deposes and says:

1. I am employed by T-Mobile Northeast LLC ("T-Mobile") as an RF engineer. This affidavit is made in support of an application made by T-Mobile Northeast LLC to the Village of Port Washington North, New York ("Village") for a Special Exception Permit to construct a telecommunications facility and related equipment at 26 Valley Road, Port Washington, New York (the "Proposed Site"). I have personal knowledge of the information contained herein and the information is true to my knowledge.

2. I have over ten years of experience in the communications industry with experience in all phases of the business including land mobile, cellular, microwave, broadcast and public safety radio, and personal communications service ("PCS"). I have been trained in radio frequency ("RF") propagation theory and antenna design and implementation and have attended numerous vendor and company-sponsored schools and training seminars on communications systems and products. I have also attended training sessions concerning the use and application of all types of test equipment and procedures. I have managed major telecommunication projects in the cellular and PCS wireless markets around New York State. I am currently a RF Engineer for T-Mobile Northeast LLC responsible for network performance and cell site design in Eastern New York. I have personal knowledge of the information contained herein and the information is true to my knowledge.

3. T-Mobile holds FCC licenses from the Federal Communications Commission ("FCC") to provide customers with wireless communications services. These licenses require T-Mobile to construct its wireless network and to provide reliable wireless communications services throughout its licensed markets, including within the Village.

4. In order to satisfy its obligations under its FCC licenses, T-Mobile needs to create a network of individual "cell sites" that consist of radio antennas and related equipment that send and receive radio signals to and from customers' telephones and other similar devices.

5. The signals are low power, high frequency radio waves. The required spacing of cell sites depends upon numerous factors, such as the height of the antennas, the topography of the area and the height of trees and other vegetation, and structures and other objects that create interference. Cell sites need to be of sufficient height to allow the antennas to successfully transmit and receive the radio signals. Height requirements vary due to the local topography and the height and density of ground clutter (i.e., vegetation and structures that interfere with, absorb and/or reflect the radio

6. T-Mobile's standard for quality in-building wireless coverage is a minimum of -74 dBm received signal level. T-Mobile's standard for quality in-vehicle coverage is a minimum of -82 dBm. These standards must be met in order to place and receive calls, to maintain good call quality and to prevent dropped calls. If the network contains too few cell sites or cell sites are too far apart from one another these standards cannot be maintained and customers living, working in, or traveling through these "service gaps" experience inadequate service including static, inability to place or receive telephone and other calls and mid-call disconnection.

7. To help the Village understand this service gap, as well as how the Proposed Site will remedy this gap, I attach hereto propagation maps. These maps are created by computer modeling utilizing Enterprise Asset software, an industry standard software predictive modeling tool that geographically identifies areas where wireless carriers can anticipate reliable and unreliable service.

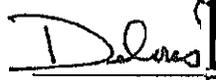
8. Attached hereto as Exhibit 1 is a RF propagation map demonstrating the approximated existing in-building cellular coverage in the vicinity of the Proposed Site. As depicted on Exhibit 1 there are several T-Mobile telecommunications facilities within the vicinity of the Proposed Site. However, for the reasons set forth above, the existing sites are not able to effectively "hand off" calls to each other creating significant gaps of in-building coverage.

9. As part of T-Mobile's search for an appropriate location to construct a facility to resolve the service groups depicted on Exhibit A, we first considered all possible co-location sites. T-Mobile is aware of two co-location candidates, one is located at 62 Main Street and another at 4 Pequot Avenue. However, both of these sites are almost one mile from the service gap and are therefore too far away to remedy the service problem. Accordingly, T-Mobile determined that the service gap could not be resolved through co-location.

10. Attached hereto as Exhibit 2 is a RF propagation map showing approximate coverage from the Proposed Site together with the existing in-building and in-vehicle cellular coverage. As demonstrated by Exhibit 2, the Proposed Site resolves a portion of the service gap identified on Exhibit 1 and provides continuous, reliable in-building coverage in the area of the Proposed Site.

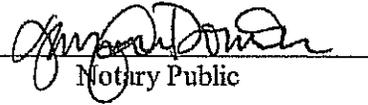
11. T-Mobile has determined that constructing the Proposed Site at 105' will provide continuous, reliable in-building coverage in the area of the Proposed Site. This height is necessary for the facility to clear the surrounding tree line, and to allow the Proposed Site hand-off coverage to the surrounding sites. Indeed, as shown on Exhibit 3 at the lowered height of 50' the Proposed Site will not provide adequate service and will be unable to consistently hand-off calls to its neighboring sites.

WHEREFORE, deponent requests that the Village approve Special Use Permit to construct and operate a telecommunications facility at 26 Valley Road, Port Washington, New York.



Lydia Trujillo

Sworn to before me this
23rd day of September, 2010.


Notary Public

Doc # 05-391639.1

JENNIFER DONOHUE
Notary Public - State of New York
No. 01008211084
Qualified in Suffolk County
Commission Expires 08/08/2013

EXHIBIT

E1

s Light



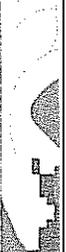
Pom

Beach

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Barke

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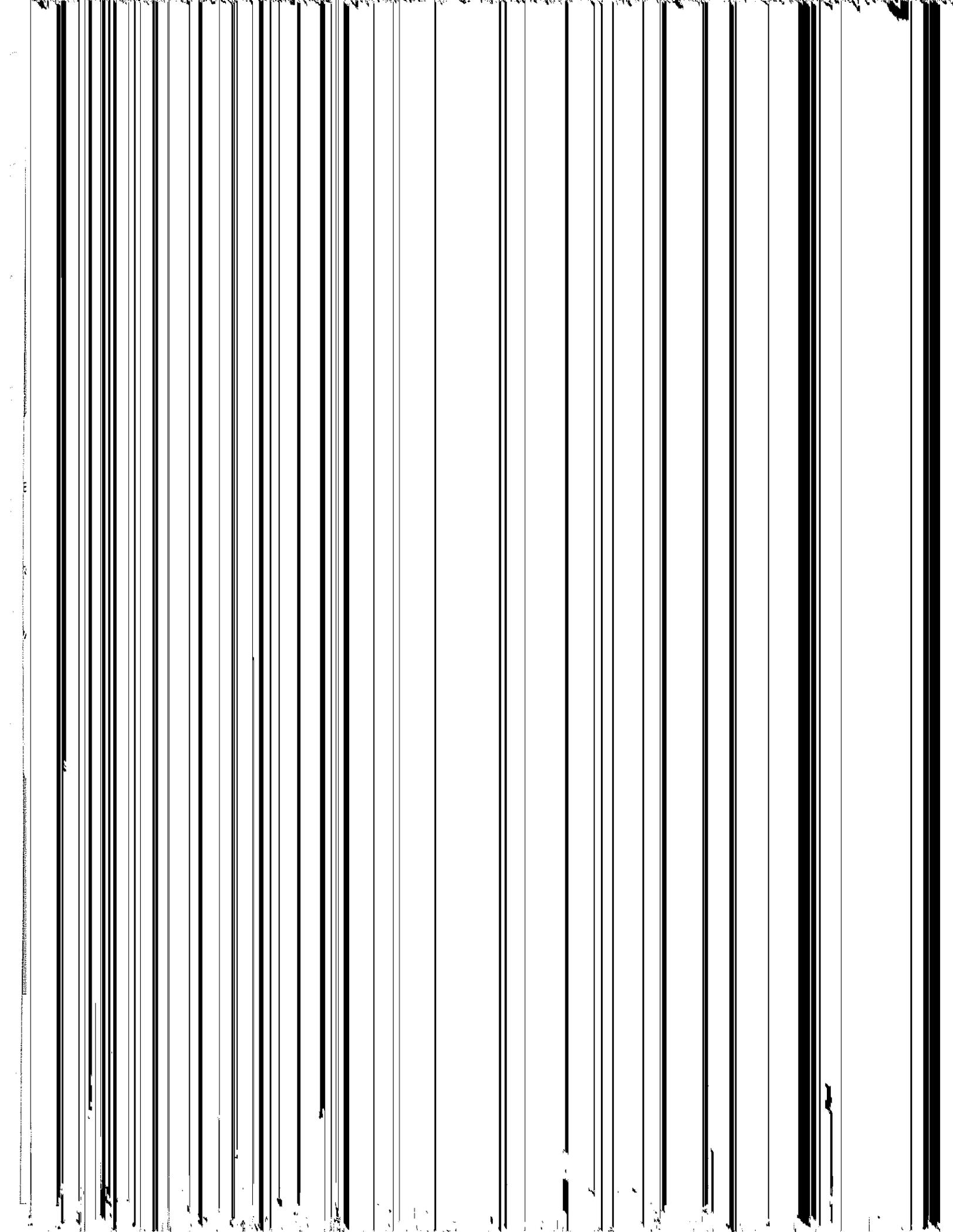
Bea

s l

85

the

EXHIBIT
E2



EXHIBIT

E3

s Light Rd



Pond

Beach Rd

s Ln
Barkers Point
C
nhasset Ct



s Light



Pond

Beach F

s Ln

Barkers

hasset



SITE

THIS SITE LEASE WITH OPTION (this "Lease") :
and T-Mobile Northeast LLC, a Delaware limited liability comp

(a) In consideration of the payment of ~~Five Thousand Dollars~~ hereby grants to Tenant an option to lease a portion of the re conditions set forth herein (the "Option"). The Option shall b defined below) (the "Option Period"). The Option Period may Landlord and payment of the sum of ~~Five Thousand Dollars~~ Option Period.

(b) During the Option Period and any extension ther below) of this Lease, Landlord agrees to cooperate with Tenant for Tenant's use of the Premises (as defined below) from all ay and land use authorities, and the Federal Communications Co permit applications, and Landlord agrees to cooperate with and variances, land-use permits. Landlord expressly grants to Te engineering procedures or environmental investigations ("Te suitability of the Property for the uses contemplated under thi Term or any Renewal Term of this Lease, Landlord agrees th authorizations that relate to other property. During the Optio Landlord in writing, at Landlord's address in accordance with S

(c) If Tenant exercises the Option, then Landlord h Antenna Facilities (as defined below), together with all necessa the attached Exhibit B (collectively referred to hereinafter as th Nassau County comprises approximately 500 square feet.

2. Term. The initial term of this Lease shall be five Date"), and terminating at midnight on the last day of the initial

3. Renewal. Tenant shall have the right to extend Term") on the same terms and conditions as set forth herein. T notifies Landlord, in writing, of Tenant's intention not to renew Renewal Term. If Tenant shall remain in possession of the agreement, such tenancy shall be deemed a month-to-month ten

4. Rent.

(a) From and after the Commencement Date, Tenant : ~~Five Thousand Dollars~~ per month ("Rent"). The first payment of Rent shal prorated based on the days remaining in the month following t the fifth day of each month to Landlord at the address specifie by Tenant) at a time other than on the last day of a month, immediately refunded to Tenant. Landlord, its successors, assig connection with the payment of Rent, including, without limitat

(b) During the Initial Term and any Renewal Terms, : Renewal Term, and on each such subsequent anniversary therec prior to the adjustment date.

5. Permitted Use. The Premises may be used by T construction, installation, operation, maintenance, repair, remon antennas, microwave dishes, equipment shelters and/or cabinets

6. Interference. Tenant shall not use the Premises licensees of Landlord with rights in the Property prior in time t non-interference). Similarly, Landlord shall not use, nor shall L of the Property in any way, which interferes with the operations

right, in addition to immediately upon w

7. Improv

(a) Tenan necessary to operate and base, equipmen required by any cou associated equipme Antenna Facilities ; applicable laws anc construction person Facilities shall remt Facilities at any tim

(b) Tenan limitation, the const

(c) Tenan reasonable conditio Lease, the Premises

(d) Tenan not limited to, the i utility service. Ten are not installed, T Landlord shall dilig

(e) As par ingress, egress, util utilities, including, ; all times during the the same term as thi

(f) Tenan Renewal Term, at n

(g) Landk vehicular and pedes

8. Termin

(a) upon t such thirty (30) day

(b) imme installation of the A without limitation, ; Tenant's business;

(c) upon unnecessary for Ter

(d) imme reasonable judgmer parties shall cease ; Tenant elects to cor immediately prior to

(e) at the Tenant's determinat awards with respect the power shall be t

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance 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. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

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

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

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

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

Attn: Legal Dept.

And with a copy to:

Attn: Lease Administration Manager

If to Landlord, to:

Gerhardt and Brigitta Clusener
26 Valley Road
Port Washington, NY, 11050

And with a copy to:

Send Rent payments to:

Gerhardt & Brigitta Clusener
112 RENO ROAD
Manhasset NY 11030

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to

Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

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

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Gerhardt and Brigitta Clusener.

By: [Signature]
Printed Name: GR CLUSENER
Title: Owner
Date: 5/21/10

By: [Signature]
Printed Name: Brigitta Clusener
Title: _____
Date: 5/21/2010

TENANT: T-MOBILE NORTHEAST LLC

By: [Signature]
Printed Name: Tami Nystrom
Title: Area Director
Date: 6/25/10

T-Mobile Legal Approval

LA

The Property is

ALL THAT CERTAIN plot, piece or parcel of land, with the building
North Hempstead, County of Nassau and State of New York, being

BEGINNING AT A POINT on the westerly side of Valley Road, diagonally
westerly side of Valley Road and the northerly side of Harbor Road

RUNNING THENCE, South 89 degrees 42 minutes West, 182.35 feet

THENCE, North 5 degrees 39 Minutes East, 96.43 feet;

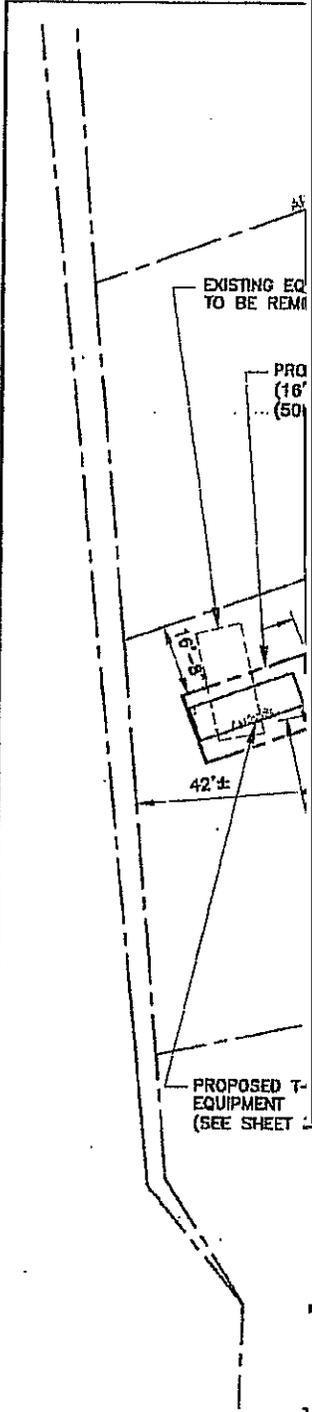
THENCE North 86 degrees 29 Minutes East 166.23 feet to the west

THENCE, South 3 degrees 46 minutes East, along the westerly side

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]



PREPARED BY:

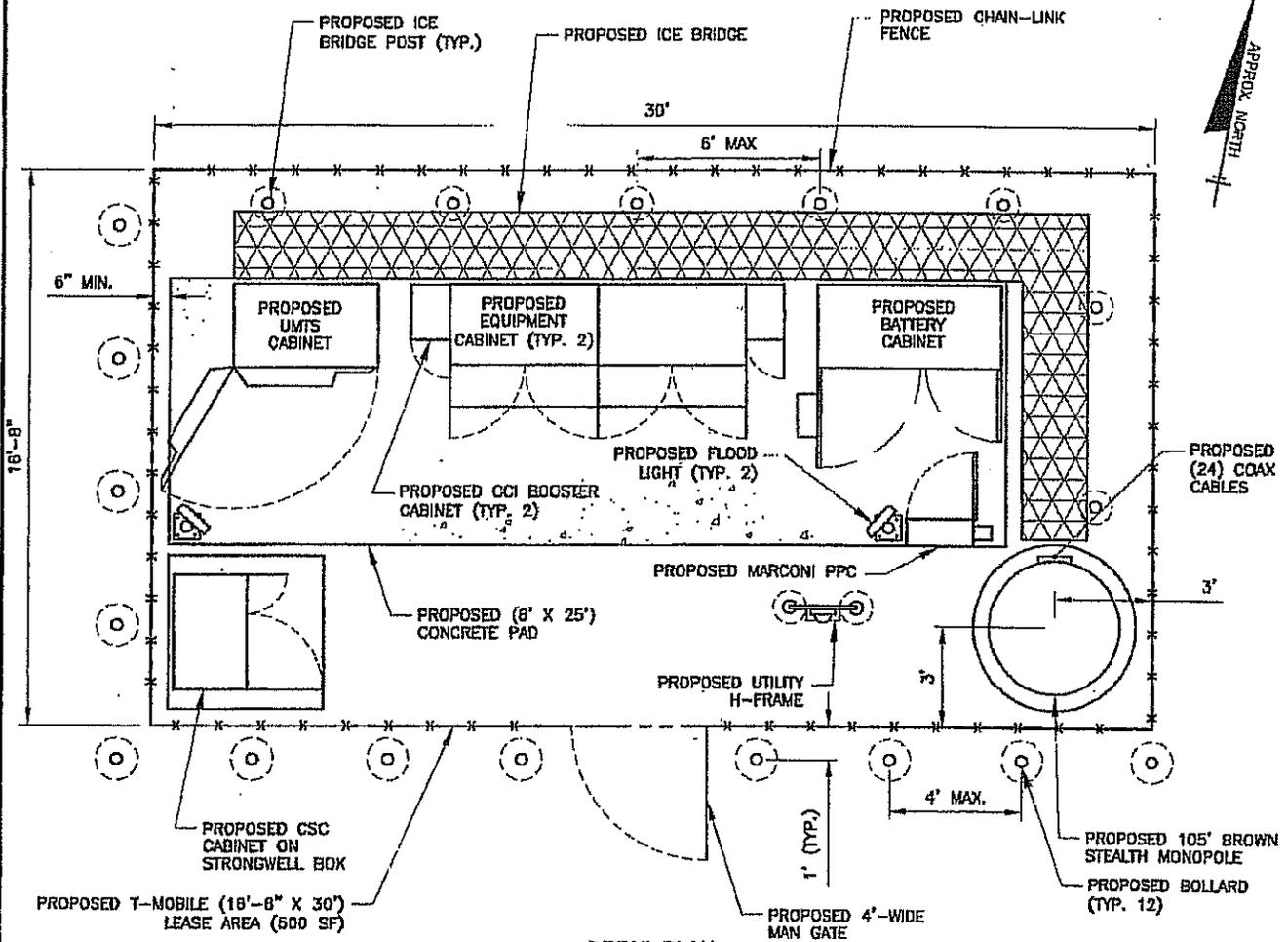


complete wireless solutions

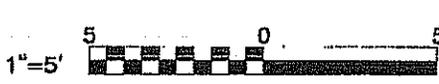
Velocity Engineering, PLLC
570 Colonial Park Dr. Suite 300
Roswell, Ga 30075
Office (770) 645-5900
Fax (770) 645-5943

GENERAL NOTES:

1. THE SITE SHALL MEET ALL APPLICABLE ZONING LAWS AND REQUIREMENTS AS DICTATED BY THE GOVERNING BOARDS.
2. EXHIBITS SUBMITTED ARE A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY, THEY ARE NOT TO BE USED FOR CONSTRUCTION. CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL APPLICABLE CODES.
3. PER FCC MANDATE, ENHANCED EMERGENCY (E911) POSITION LOCATION EQUIPMENT IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. IMPLEMENTATION REQUIRES DEPLOYMENT OF 1 GLOBAL POSITIONING SYSTEM (GPS) UNIT. THIS PLAN DEPICTS A SCHEMATIC DESIGN, AND T-MOBILE RESERVES THE RIGHT TO CHANGE THE LOCATION AND CONFIGURATION OF THE E911 EQUIPMENT AS REQUIRED.
4. ELECTRIC & TELEPHONE SERVICES SHOULD BE CONFIRMED PRIOR TO CONSTRUCTION DOCUMENT PHASE.
5. 24 CABLES PROPOSED
6. PLANAR ANTENNA TO BE INSTALLED. LOCATION TO BE DETERMINED.
7. LOCATION BASED SYSTEM (E-911 EQUIPMENT) TO BE INSTALLED-NOT DEPICTED.



DETAIL PLAN
SCALE: 1" = 5'



TOWER OWNER APPROVAL:	DATE:	DRAWN BY:	REV.	DATE	REVIEW
T-MOBILE APPROVAL:	DATE:	PZG	A	06/10	

PREPARED BY:

complete wireless solutions
Velocitel Engineering, PLLC
570 Colonial Park Dr, Suite 307
Roswell, Ga 30075
Office (770) 645-5900
Fax (770) 645-5943

APPLICANT/OWNER:

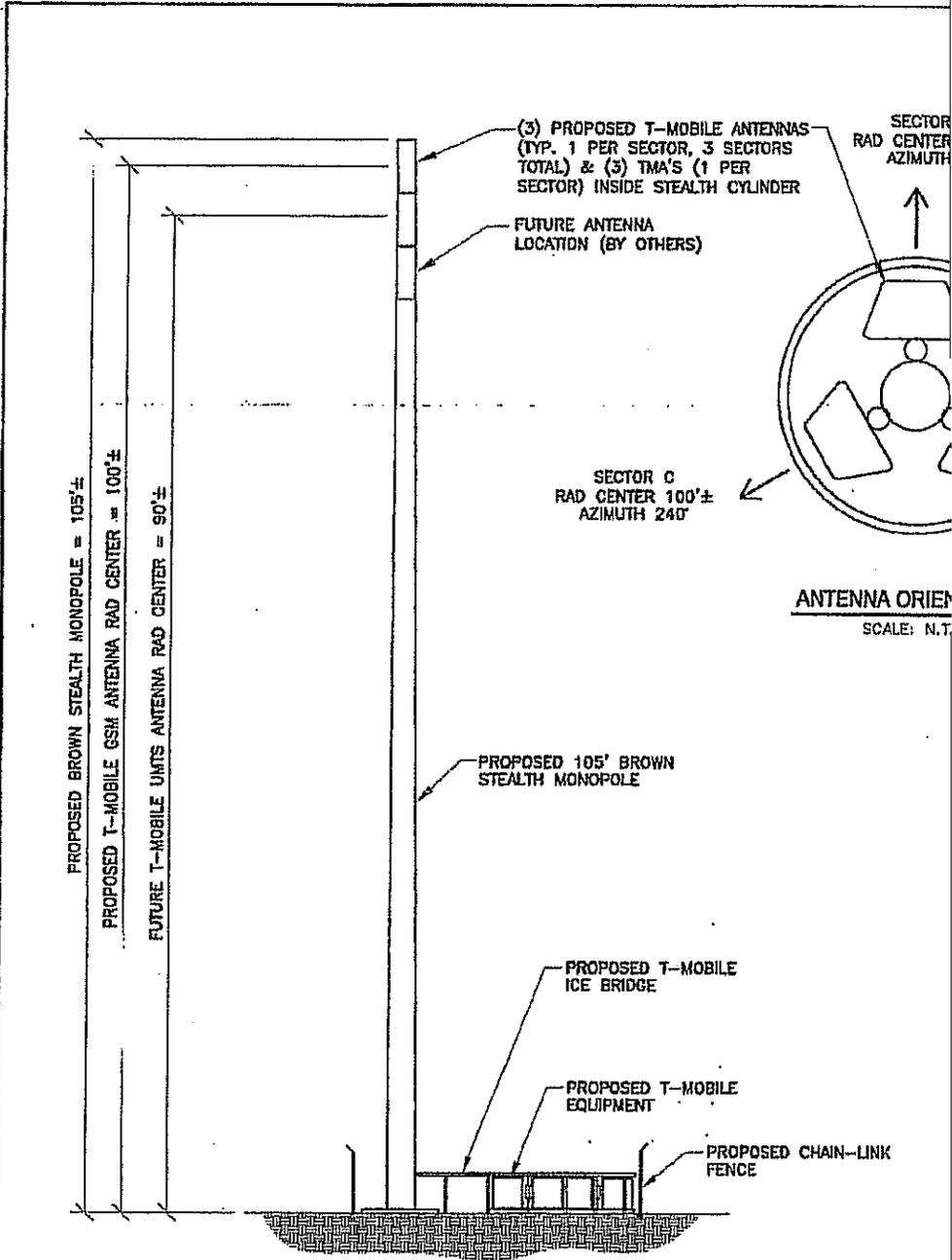
T-Mobile
Northeast LLC

DWG TITLE: **LEASE EXHIBIT**

T-MOBILE SITE NO.: **LI-12-411B**
AG MUSCLE CARS

SITE ADDRESS: **26 VALLEY ROAD**
PORT WASHINGTON, NY 11050

VELOCITEL ENG. SITE #: **1077.060**
DATE: **06/10/10**
3 OF 4



TOWER ELEVATION
SCALE: N.T.S.

TOWER OWNER APPROVAL:	DATE:
T-MOBILE APPROVAL:	DATE:

PREPARED BY:



velocitel
complete wireless solutions
Velocitel Engineering, PLLC
570 Colonial Park Dr, Suite 307
Roswell, Ga 30075
Office: (770) 645-5900
Fax: (770) 645-5943

APPLICANT/OWNER:



T-Mobile
Northeast LLC

DWG TITLE:
T-MOBILE SITE NO.:
AG M
SITE ADDRESS: 25 POP

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE
Assessor's Parcel Number: Section 4, Lot Number 0037, Block J
Between Gerhardt and Brigitta Clusener ("Landlord") and T-Mobile Northeast LLC ("Tenant")

NAME AND ADDRESS OF

NAME AND ADDRESS OF

LEASE DATE OF EXECUT

SITE LEASE WITH OPTIC ("Landlord") and T-Mobile N below (the "Leased Premises")

DESCRIPTION OF LEASE address 26 Valley Road, Port together with easements for ac

TERM OF THE LEASE: Date") and expiring on midni

OPTION TO EXTEND: shall automatically renew for Lease, at least thirty (30) days

TERMS OF THE LEASE G other and the Leased Premise: by the parties hereto for the p lieu of recording the Lease.

The parties hereto have exce concern. Fro a statement of contained therein, reference sl

IN WITNESS WHEREOF, th

LANDLORD: GERHARDY

By: [Signature]
Printed Name: GER
Title: PRE.
Date: 5/2/

By: [Signature]
Printed Name: Bria
Title:
Date: 5/2/

TENANT: T-MOBILE
By: [Signature]
Printed Name: TAI
Title: A
Date:

LANDLORD NOTARY BLOCK FOR ACKNOWLEDGMENT WITHIN NEW YORK STATE

STATE OF NEW YORK)
) ss.
COUNTY OF Nassau)

On the 21st day May in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

AMAL AMRI
Notary Public, State of New York
No. 01AM6179919
Qualified in Nassau County
Commission Expires Dec. 31, 2011

(Use this space for notary stamp/seal)

Amal Amri
Notary Public
Print Name AMAL AMRI
My commission expires December 31st 2011

P.S. for Mr & Mrs Cluserner only

ITENANT NOTARY BLOCK FOR ACKNOWLEDGMENT WITHIN NEW YORK STATE

STATE OF NEW YORK)
) ss.
COUNTY OF SUFFOLK)

On the 25 day JUNE in the year 2010 before me, the undersigned, personally appeared Tami L. NUSKOVICH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JENNIFER DONOHUE
Notary Public - State of New York
No. 01008211094
Qualified in Suffolk County
Commission Expires 08/08/2013

(Use this space for notary stamp/seal)

Jennifer Donohue
Notary Public
Print Name Jennifer Donohue
My commission expires 7/8/2013

Site Number: LI 12411
Site Name: Valley Road
Market: Long Island

Memorandum of Lease Exhibit A
Legal Description
Section 4: Lot Number: 00370, Block Number: J

The Property is legally described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING AT A POINT on the westerly side of Valley Road, distant 603.36 feet northerly from the corner formed by the intersection of the westerly side of Valley Road and the northerly side of Harbor Road;

RUNNING THENCE, South 89 degrees 42 minutes West, 182.35 feet;

THENCE, North 5 degrees 39 Minutes East, 96.43 feet;

THENCE North 86 degrees 29 Minutes East 166.23 feet to the westerly side of Valley Road;

THENCE, South 3 degrees 46 minutes East, along the westerly side of Valley Road, 105.44 feet TO THE POINT OR PLACE OF BEGINNING.

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? Yes No If yes, coordinate the review process and use the FULL EAF.

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? Yes No If No, a negative declaration may be superseded by another involved agency.

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)

Reset

T-Mobile

Board of Trustees
Village of Port Washington North
71 Old Shore Road
Port Washington, NY 11050

Re: Application by T-Mobile Northeast LLC for a Special
construct a stealth communications facility located
Village of Port Washington North ("Proposed Site")

Dear Trustees:

The undersigned as Senior Manager of T-Mobile
represents to the Board of Trustees of the Village of Port Washington
negotiate in good faith with any future co-locators at the Port
176-198 of the Code of the Village of Port Washington North

T-Mobile Northeast

By: 
Name: [Redacted]
Title: Senior

September 24, 2010

Board of Trustees
Village of Port Washington North
71 Old Shore Road
Port Washington, NY 11050

Re: Application by T-Mobile Northeast LLC for a Special Exception Permit to construct a stealth communications facility located at 26 Valley Road, in the Village of Port Washington North ("Proposed Facility")

Dear Trustees:

I am a Professional Engineer licensed by the State of New York. I am employed by Velocitel Engineering, PLLC, engineering consultants to T-Mobile Northeast LLC, in connection with the referenced Application. I hereby certify that the Proposed Facility, as designed, meets or exceeds current standards and regulations of the FAA, FCC, and any other state or federal agency having authority to regulate the Proposed Facility.

Velocitel Engineering, PLLC

By: 

William Panek, PE
VP of Engineering



Doc # 05-391584.1

Velocitel Engineering, PLLC

◆ 570 Colonial Park Dr. Ste #307 ◆ Roswell, GA 30075 ◆ (770)645-5900 office ◆ (770)645-5943 fax

BOARD OF TRUSTEES
VILLAGE OF PORT WASHINGTON NORTH

IN THE MATTER OF THE APPLICATION OF

T-MOBILE NORTHEAST, LLC

DISCLOSURE STATEMENT

TO THE BOARD OF TRUSTEES OF THE
VILLAGE OF PORT WASHINGTON NORTH,
NEW YORK, FOR A PERMIT UNDER
SECTION 176 OF THE VILLAGE CODE

James Cancel, being duly sworn, deposes and says that:

(1) He resides in the County of Queens, New York, is more than eighteen years of age, and is employed by Velocitel, Inc., consultants to the applicant herein.

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

Sworn to before me this 24 day of September,
~~August~~, 2010.

Doc # 05-391574.1


James Cancel

John Heung W. Lam
Notary Public-State of NY
No. 011A6062828
Qualified in Queens County
My Comm. Exp. Aug. 20 13

AFFIDAVIT OF DISCLOSURE IN COMPLIANCE WITH
SECTION 809 OF THE GENERAL MUNICIPALITY AND VILLAGE LAWS

BOARD OF TRUSTEES OF THE VILLAGE OF PORT WASHINGTON NORTH

In the Matter of the Application of
T-Mobile Northeast LLC

To the Board of Trustees of the Village of Port Washington North
For a Special Permit concerning
The premises known as 26 Valley Road,
And designated as Section 4, Block J, Lot(s) 1037

STATE OF NEW YORK)

) ss:
COUNTY OF)

Eric Engen, being duly sworn, deposes and says:

1. Your deponent is over 18 years of age and resides at
3500 Sunrise Highway, St. D-203, Great River, NY

2. Deponent is the ~~(X) Applicant~~ ~~(X) Applicant~~ ~~(X) Applicant~~
Senior Manager (state office held),

~~Applicant~~

[strike inapplicable language]

3. To deponent's knowledge, the name, address and interest in the applicant of every state officer and every officer and member of the Board of Trustees of the Village of Port Washington North (as the term "interest in applicant" is defined in Section 809 of the General Municipal and Village Laws) is as follows:

NONE

(if "none," so state).

(Signed) _____

Sworn to before me this
24th day of September 2010

Jennifer Dono
Notary Public

JENNIFER DONO
Notary Public - State of New York
No. 01DO62110
Qualified in Suffolk County
Commission Expires 06/30/13