

**TOWNSHIP OF FLORENCE  
RESOLUTION NO. 2024-85**

**AUTHORIZING AMENDMENT TO LEASE AGREEMENT  
WITH AT&T WIRELESS**

**WHEREAS**, on or about September 16, 2002, Florence Township entered into a lease agreement with AT&T Wireless for use of a portion of the Township's water tower located at Block 164.02 Lot 5.03 on the Official Tax Map of the Township of Florence ("Property") and surrounding land for the location of cellular antenna and related equipment; and

**WHEREAS**, AT&T has requested to add a generator to support the cellular antenna and related equipment located at the Property; and

**WHEREAS**, the Township believes that such addition to the Property is consistent with the terms of the original lease and believes it is in the best interest of the parties to amend the lease to permit the inclusion of the generator; and

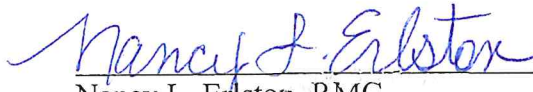
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Florence, County of Burlington, State of New Jersey, that the Mayor or her designee is authorized to execute an amendment to the Lease Agreement with AT&T dated September 16, 2002 consistent with this Resolution.

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**I, NANCY L. ERLSTON**, Township Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution approved by the Township Council at a meeting held on March 20, 2024.



Nancy L. Erlston, RMC  
Township Clerk

**FIRST AMENDMENT TO COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT**

This **First Amendment to Communications Antenna Site Lease Agreement** (“First Amendment”) is made by and between **Florence Township** (“Township”) and **AT&T Wireless PCS of Philadelphia, LLC** (“Tenant”)(collectively “the Parties”).

**WHEREAS**, Township and Tenant entered into that certain Lease Agreement dated November 13, 2001 (the “Agreement”), which was fully executed by the Parties on September 6, 2002, whereby Township leased to Tenant certain portions of the Property located at Florence-Columbus Road, Florence Township, New Jersey, Lot 164.02, Block 5.03 on the official Tax Map of the Township of Florence (the “Property”); and,

**WHEREAS**, Township and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Township or Tenant occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this First Amendment are in full force and effect, with no defenses or offsets thereto; and

**WHEREAS**, Township and Tenant desire to amend the Agreement as follows:

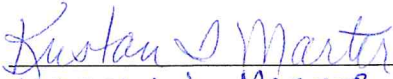
**NOW THEREFORE**, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and Tenant hereby agree as follows:

1. Effective upon full execution of this First Amendment Tenant will have the right to modify the square footage square footage of the Property occupied by Tenant for the purpose of installing a generator consistent with certain plans submitted to Florence Township.
2. Tenant shall be obligated to secure all necessary permits, pay all fees, and obtain all approvals, for the installation of said generator as well as any related construction, demolition or alterations.
3. Upon completion of the installation of the generator, Tenant shall provide Township with a full set of as built plans, to be substituted for and appended to the Lease Agreement as Exhibit -1.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the day and year last written below.

**LANDLORD**  
Township of Florence

**TENANT**  
AT&T Wireless

By:   
Name: KRISTAN I. MARTEL  
Title: MAYOR  
Date: MARCH 20, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_