

# BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

January 12, 2012

Dear Property Owner:

The purpose of this letter is to inform you that the Township has received the final lease agreement and plan for the Wireless Communications Tower to be built on the Township property at 1572 Paoli Pike. The Board of Supervisors is going to discuss and consider executing the agreement with Liberty Towers, LLC to erect and operate the tower during their regularly scheduled meeting on **January 17, 2012 beginning at 7 PM**

Copies of the lease agreement and the site plan are posted on the Township website, [www.eastgoshen.org](http://www.eastgoshen.org).

All meetings of the Board of Supervisors are held at the Township Building, located at 1580 Paoli Pike, West Chester, PA 19380. If any person who wishes to attend the meeting has a disability and/or requires an auxiliary aid service or other accommodation to observe or participate in the meeting, he or she should contact the Township at 610-692-7171 to discuss how those needs may be accommodated.

Sincerely,



Mark A. Gordon  
Township Zoning Officer

**CRITICAL TERM SHEET**

**Land Lease Agreement between  
East Goshen Township and Liberty Towers, LLC**

**Lease Dated:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_ (date of execution by last party to sign the lease)

**Leased Premises:** 75 foot by 90 foot portion of the Township property which is depicted on Exhibit B attached to the Lease.

**Term of Lease:** 10 years commencing on the Commencement Date which is the earlier of the date that: i) Liberty begins construction of the Communications Facility; or (ii) 6-months after the date that Liberty receives all approvals.

Liberty must provide to the Township written notice of the Commencement Date.

The term will automatically be extended for one additional 10 year term identified as the First Renewal Term and one additional 9 year and 11 month term identified as the Second Renewal Term unless Liberty sends the Township notice in writing at least 30 days prior to expiration of the then current term.

**Lease Fee:** Spelled out in paragraph 3 of the Lease.

**Initial Term:** Monthly fee payments of \$4,012.36

**First Renewal Term:** Monthly fee payments of \$5,392.26

**Second Renewal Term:** Monthly fee payments of \$7,246.76

Fee payments commence on the Commencement Date and then are paid on the first day of each month.

Upon execution of the Lease, Liberty shall pay an initial fee payment of \$72,000.00 which shall be placed in escrow by counsel for Liberty until Liberty commences construction of the Communications Facility. Upon execution of the Lease, Liberty provides to the Township attorneys fees in an amount not to exceed \$3,000.00. The Township must hold the attorneys fees in escrow until Liberty commences construction of the Communications Facility.

Upon commencement of the first year of the First Renewal Term, a fee payment of \$75,000.00 is paid.

Upon commencement of the first year of the Second Renewal Term, a fee payment of \$74,375.00 is paid.

If sixth service provider adds an additional antenna array between 151 and 160 feet, the current monthly fee payment to the Township shall be increased by \$500.00. If a seventh service provider installs an antenna array between 161 and 170 feet, then the current monthly fee payment to the Township is increased by \$750.00. If an eighth service provider installs antenna array between 171 and 180 feet, the amount of the monthly fee payment to the Township shall be increased by \$1,000.00.

If an antenna array is installed below a height of 99 feet, the current monthly fee payment to the Township shall be increased by an amount equal to 15% of gross monthly rent paid to Liberty for the right to install an antenna below a height of 99 feet.

**Description of Communications Facility:** One antenna support structure with an initial height of 150 feet. The tower shall be capable of being extended to a height of 180 feet. It can only be increased by increments of 10 feet above 150 feet.

**Feasibility Period:** 6 months from the Effective Date of the Lease. Liberty must pay the Township \$500.00 within 30-days after effective date (payment for feasibility period). Liberty has the right to extend the feasibility period for an additional 6-month period by providing written notice to the Township at least 10-days prior to expiration of the feasibility period or the extended feasibility period. Liberty must pay a \$750.00 fee to extend the feasibility period. If Liberty determines during the feasibility period that the property is not suitable for its intended use, Liberty has the right prior to the Commencement Date to terminate the Lease by providing written notice to the Township.

**Utilities:** Liberty is responsible for all utilities used by Liberty at the Premises.

**Access:** Liberty was granted an easement across the Township's property for ingress, egress and access to the Premises and to the Communications Facility. The easement is specifically depicted on the plans attached to the Lease as Exhibit B.

**Subleasing:** Liberty has the right to sublease or license all or any portion of the Premises.

**Assignment:** Liberty has the right to assign its rights under the Lease to any entity provided the assignee has a net worth of not less than \$5 million dollars. Approved assignee is required to replace the bond or form a financial guarantee which is posted to guarantee the removal of the Communications Facility.

**Taxes:** Liberty must pay any increase in real estate taxes assessed against the Township which are attributable to the Communications Facility. The tax must be paid by Liberty within 30-days after the Township sends written demand to Liberty to pay the taxes.

**Removal of Communications Facility:** Upon termination or expiration of Lease, Liberty has 60 days to remove the Communication Facility. Liberty must post a bond or other form of financial security acceptable to the Township to guarantee cost of removal of Communications Facility.

**Right of First Refusal:** If the Township receives a bona fide offer to acquire the lease, Township must first give Liberty the right to match the offer.

**Insurance:** Liberty must maintain commercial general liability insurance with single limits of \$5 million dollars. Township must be a certificate holder and additional insured. Insurance policy must provide that the policy cannot be terminated without 30-days advance notice to the Township. Contractors and subcontractors that perform construction of Communications Facility must maintain the same amount of insurance.

**Termination of Lease:** See paragraph 13 for Liberty's rights to terminate. If Liberty exercises the right to terminate per this paragraph, must pay a termination fee equal to six months of current monthly rent

## Mark Gordon

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**From:** Rebecca Greenhow [mailto:[rebeccagreenhow@gmail.com](mailto:rebeccagreenhow@gmail.com)]  
**Sent:** Thursday, December 15, 2011 3:09 PM  
**To:** [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)  
**Subject:** Re: Cell tower

Correct. When we were building our pool, we used West Chester landscape architect Tom Committa who I understand is well known to East Goshen Township. One of the disasters he saved us from was our proposal of a white fence. He explained how white draws the eye whereas a dark color recedes into the background. You can see it on a small scale during the warm weather with hanging baskets. When the plant is in a bright, white pot, you see the pot first. When the plant is in a green or moss-lined black basket, you see the plant. I definitely think this is worth a consult with a knowledgeable landscape architect.

Thanks so much for your quick response, Mark. Have a very happy holiday!

On Thu, Dec 15, 2011 at 2:53 PM, Mark Gordon <[mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)> wrote:

Ms. Greenhow,

Proposed color of the tower is white. We have requested a paint sample of the proposed color. One request was for an off white color. Is your suggestion that the tower be a dark color?

-Mark

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**From:** Rebecca Greenhow [mailto:[rebeccagreenhow@gmail.com](mailto:rebeccagreenhow@gmail.com)]  
**Sent:** Thursday, December 15, 2011 2:45 PM  
**To:** [mgordon@eastgoshen.org](mailto:mgordon@eastgoshen.org)  
**Subject:** Cell tower

Dear Mr. Gordon,

I've read the documents posted on the website but am unable to find an answer to my question. What color will it be? I think part of the problem with the ill-fated flagpole/tower at the church some years back was its glaring white color. While the pine tree towers don't look like real pine trees, they blend in better with the surroundings as would a dark pole.

Thank you.

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Rebecca Craven Greenhow  
West Chester, PA 19380

## Mark Gordon

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**From:** lisa  
**Sent:** Thursday, December 22, 2011 10:52 AM  
**To:** mgordon@eastgoshen.org  
**Subject:** Cell Tower in East Goshen

Hi Mark, as a friend of Becky Greenhow's, I wanted to add my opinion as well that the tower should be as Dark as possible, so as not to interrupt the eye...to see right thru it basically. Thank you!

Lisa DiLullo, ✓

Bloom where you are planted  
Lisa DiLullo

[dilulloisa@comcast.net](mailto:dilulloisa@comcast.net)

