

SITE NAME: Woodbridge N2 CT  
ATTY/DATE: Lozier, 12-17-19

LAND LEASE AGREEMENT

07/16/2020

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Michael Soufrine, as trustee of the Soufrine Family Trust dated November 8, 2018, with an address of 19 Sound View Road, Woodbridge, Connecticut 06525, hereinafter designated LESSOR, and Celco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

I. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned or controlled by LESSOR at 118 Newtown Road, Woodbridge, New Haven County, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE has surveyed the Premises and the survey is attached here to as Exhibit "B".

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date, which shall be the first day of the eighteenth (18<sup>th</sup>) month after the Effective Date.

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 12 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \_\_\_\_\_ to be paid in equal monthly installments on the first day of the month, in advance, to Michael Soufrine, as trustee of the Soufrine Family Trust, 19 Sound View Road, Woodbridge, Connecticut 06525, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The annual rental payable for the second and each subsequent year of this Agreement shall be equal to \_\_\_\_\_ of the annual rental payable for the immediately preceding year.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). LESSEE hereby agrees that it shall use best efforts following the Effective Date to file all applicable applications for Government Approvals (as hereinafter defined) with all applicable Government Entities (also as hereinafter defined), including the Connecticut Siting Council.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12 foot wide right-of-way ("Easement"), which is depicted on Exhibit "B". LESSEE shall maintain the Easement during the Term of this Agreement. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE “as is” and LESSEE represents that it has done due diligence and determined that the Premises will be suitable for LESSEE’s use. LESSOR represents and warrants to LESSEE that, to the best of their knowledge and without performing any additional inquiry, as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE’s expense and installation and shall be on the Premises only and at the discretion and option of LESSEE (including any changes to LESSEE’s equipment). Provided that any such modifications are otherwise authorized by any state or federal agency/ies of competent jurisdiction, LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE’s Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the “Government Approvals”) that may be required by any Federal, State or Local authorities (collectively, the “Government Entities”) as well as a satisfactory structural soil boring test or any other due diligence Lessee chooses that will permit LESSEE’s Use of the Premises. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall not intentionally take any action which would adversely affect the status of the Property with respect to LESSEE’s Use.

9. TERMINATION. LESSEE may, unless otherwise stated, terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) with 12 months prior notice to LESSOR if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 12 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably

satisfactory to the indemnified Party. Unless otherwise agreed upon by the indemnified Party, the indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party, which consent shall not be unreasonably withheld, and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential

damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at ((203) 397-3295 or (203) 641-3493) **AND** (203) 641-5364), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 13 and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and

restore the Premises (and Easement) to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis and the rental shall continue to escalate in the manner hereinbefore provided for during the pendency of such negotiations. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at \_\_\_\_\_ of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective



buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any such bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or

by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control

with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR but with prompt written notice thereafter to LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

LESSEE may sublet the Premises in LESSEE's sole discretion. In the event LESSEE so subleases any portion of the Premises in accordance with this Agreement, the Parties agree that LESSOR shall receive from the LESSEE \_\_\_\_\_ of the sublease rental payable pursuant to such sublease agreement. LESSEE agrees promptly to provide LESSOR with an unredacted copy of any such sublease agreements upon their execution.

The Parties hereby agree that: (i) LESSEE shall have no liability of any nature to LESSOR or any other party for failure to sublet all or any portion of the Premises to any potential sublessee; and (ii) LESSEE shall have no liability of any nature to LESSOR or any other party for any sublessee default, including early termination of any sublease or other default.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Soufrine Family Trust  
19 Sound View Road  
Woodbridge, CT 06525  
Attention: Michael Soufrine, Trustee

LESSEE: Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement

that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, but with notice to LESSOR, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR

does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 90 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR to the extent of insurance otherwise provided hereinbefore shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated

substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may, subject to obtaining all applicable Governmental Approvals beforehand including the Connecticut Siting Council, relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored provided that LESSEE was not the cause of any such casualty. If LESSEE's Use cannot restore its operations within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives,

covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE to the taxing authority within 30 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property (except the Premises) that are imposed by any Government Entity. LESSEE shall pay all ad



valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to the Premises that are imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. Except to the extent necessary for LESSEE to pursue applicable Governmental Approvals, or otherwise in the public domain, the Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law, such approval by a Party not to be unreasonably withheld, delayed or conditioned. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. Intentionally Omitted.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. LESSEE represents and warrants to LESSOR that LESSEE has full authority to enter into and execute this Agreement. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE shall at its sole cost and expense promptly record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Legal venues for resolution of any disputes under this Agreement shall lie exclusively in the Judicial District of New Haven in the State of Connecticut.

32. SOIL RELOCATION. LESSEE agrees that, in the event that any soil is removed from the area of the Premises during construction, LESSEE will relocate such soil to another location on the Property that is designated by LESSOR.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

Michael Soufrine, as trustee of the Soufrine Family Trust dated November 8, 2018

By: Michael Soufrine

Jennifer Irizarry

Jennifer Irizarry

WITNESSES

Michael Soufrine

As Trustee and not individually

Date: 01/08/2020

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

Joseph Guyer  
joseph.guyer (Jul 16, 2020 11:36 EDT)

By: Keith Murray  
keith.murray (Jul 16, 2020 11:35 EDT)

Nubia Flattery  
Nubia Flattery (Jul 16, 2020 11:38 EDT)

**WITNESSES**

Keith Murray

Its: Director Network Field Engineering

Date: 07/16/2020

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

## LEGAL DESCRIPTION

Property located in New Haven, CT

All that Certain piece or parcel of land, together with the buildings thereon, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, containing 2.6 acres, more or less, as shown on a certain map entitled "Irving Zeider, Woodbridge, Conn., scale 1" = 100', August 18, 1975, revised May 18, 1976," certified substantially correct by Nowakowski and O'Bymachow, R.L.S.. Shelton, Conn., said map being on file in the office of the Woodbridge Town Clerk as Map No. 111.

Said premises are bounded and described as follows:

Northerly: By land now or formerly of old Farms, Inc. and shown as Lot 1 on the aforementioned map, a distance of 346.57 ft.;

Easterly: By Newton Road, so-called, a distance of 222.54 ft.;

Southerly: By land now or formerly of Robert Dilzer and land now or formerly of Gordon Clark, each in part, a total distance of 386.82 ft.; and

Westerly: By other land of Irving Zeider and Sylvia Zeider, a distance of 418.64 ft.

AND BEING the same property conveyed to Sanford Soufrine and Betty Anne C. Soufrine from Irving Zeider and Sylvia Zeider by Warranty Deed dated September 08, 1976 and recorded September 09, 1976 in Deed Book 110, Page 696.

All that certain piece or parcel of land, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, containing 2.99 acres, as shown on a certain map entitled, "Irving Zeider, Woodbridge, Conn., Scale 1" = 100', August 18, 1975, Final Revision October 23, 1978," certified substantially correct by Michael G. O'Bymachow, Nowakowski and O'Bymachow, R.L.S., Shelton, Conn., said map being on file in the office of the Woodbridge Town Clerk as Map No. 149 in Volume 3.

Said premises are bounded and described as follows:

Northerly: By land now or formerly of Old Farms, Inc. and shown as Lot 48, Section 4 and Lot 1, Section 1 on the aforementioned map, a total distance of 318.79 feet;

Easterly: By other land of Sanford Soufrine and Betty Anne C. Soufrine, a distance of 413.64 feet;

Southerly: By land now or formerly of Gordon Clark, a distance of 304.30 feet; and

Westerly: By other land of Irving Zeider and Sylvia Zeider, a distance of 417.15 feet.

AND BEING the same property conveyed to Sanford Soufrine and Betty Anne C. Soufrine from Sheldon A. Rosenbaum by Warranty Deed dated January 10, 1979 and recorded January 12, 1979 in Deed Book 115, Page 820.

All that certain piece or parcel of land, situated in the Town of Woodbridge, County of New Haven and

State of Connecticut, containing 19.0 acres, more or less, as shown on a certain map entitled, "Irving Zeider, Woodbridge. Conn. Scale 1" = 100', August 18, 1975, Final Revision October 23, 1978," Certified Substantially correct by Nowakowski and O'Bymachow, R.L.S., Shelton, Conn., said map being on file in the Office of the Woodbridge Town Clerk as map #149 in Volume 3.

Said premises are bounded and described as follow:

Northerly: By Sound View Drive, So-Called, in part, and by land new or formerly of Old Farms, Inc. in part;  
Easterly: By land of Sanford Soufrine and Betty Ann C. Soufrine;  
Southerly: By land now or formerly of Gordon Clerk; and  
Westerly: By land now or formerly of Irving Zeider

AND BEING the same property conveyed to Michael Jay Soufrine and Wayne Scott Soufrine from Sheldon A. Rosenbaum by Warranty Deed dated November 16, 1981 and recorded November 24, 1981 in Deed Book 120, Page 950.

All that certain piece or parcel of land, together with all improvements thereon, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, shown as land "To be Deed to first Cut Parcel" on a contain map entitled "Property Transfer map prepared for Sanford Soufrine, Newton Road, Woodbridge, Connecticut, Scale 1" = 100', October 23, 1998" certified substantially correct by Michael J. O'Bymachow, on file in the Woodbridge Town Clerk's Office.

Said Premises are bounded and described as follows:

Northerly: By Soundview Drive, as shown on said Map, 25 foot;  
Easterly: By land shown as "First Cut Parcel" on said map, 373.63 feet;  
Southerly: By land now or formerly of Gordon Clark designated as "Clark Land Farms Subdivision, "being an irregular line as shown on said Map, 1413.21 feet, in all;  
Westerly: By Lot #1, as shown on said Map, 372.39 feet;  
Northerly Again: By land of the Grantor, being part of Lot #1 as shown on said Map, 1404.30 feet; and  
Westerly Again: By land of the Grantor, being part of Lot #1 as shown on said map, 24.65 feet.

AND BEING the same property conveyed to Sanford Soufrine and Wayne Scott Soufrine from Michael Jay Soufrine by Quit Claim Deed dated March 31, 1999 and recorded September 15, 1999 in Deed Book 0320, Page 255; AND FURTHER CONVEYED to Sanford Soufrine and Betty Anne C. Soufrine from Wayne Scott Soufrine by Correction Deed dated February 19, 2008 and recorded February 19, 2008 in Deed Book 0593, Page 022.

Tax Parcel No. 1304/1240/118

**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**





PROVIDED FOR: CLARENCE WOODRIDGE, P.A.  
 118 NEWTON ROAD  
 WOODBRIDGE, CT 06525

PROPOSED DRIVEWAY  
 22334 SCALE: 1"=10'  
 11x17 SCALE: 1"=20'

CHECKED BY: DAP  
 APPROVED BY: DPP

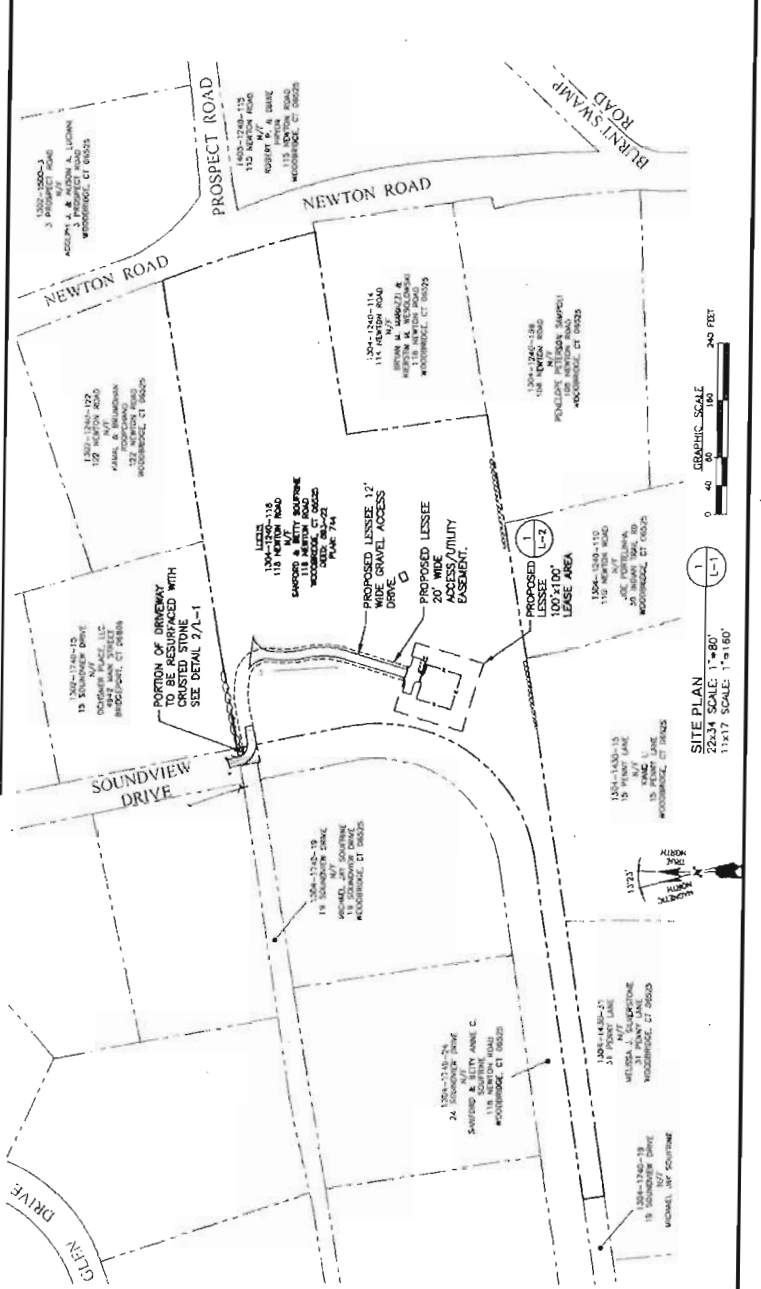
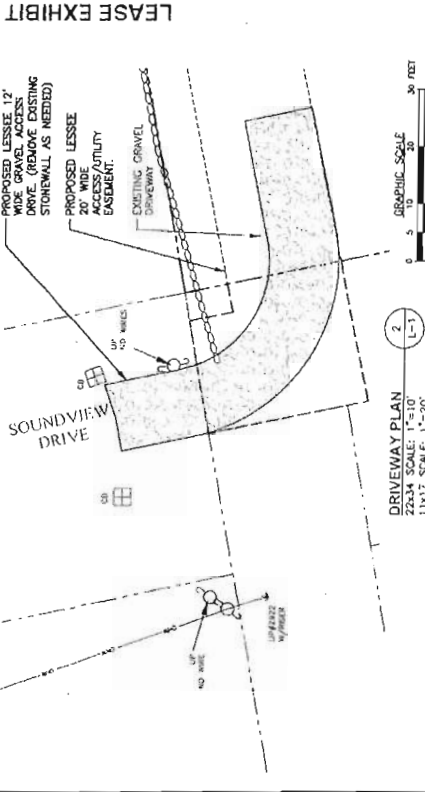
REV.	DATE	DESCRIPTION	BY
1	02/27/17	ISSUED FOR CONSTRUCTION	DP
2	02/27/17	ISSUED FOR CONSTRUCTION	DP
3	02/27/17	ISSUED FOR CONSTRUCTION	DP

SITE NAME:  
 WOODBRIDGE N2 CT

SITE ADDRESS:  
 118 NEWTON ROAD  
 (ACCESS FROM SOUNDVIEW DR.)  
 WOODBRIDGE, CT 06525

SHEET TITLE  
 SITE PLAN

SHEET NUMBER  
 L-1



LEASE EXHIBIT  
 THIS LEASE PLAN IS DISCUSSANTS IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE PLAN IS SUBJECT TO THE FINAL REVIEW AND COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

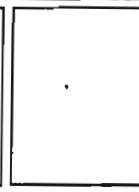
APPROXIMATE TOWER COORDINATES:  
 LAT: N41° 27' 03.20"  
 LONG: W73° 00' 40.41"

**LEGEND**

- PROPERTY LINE - SUBJECT PARCEL
- ADJUTERS PROPERTY LINE
- EXISTING CONTOUR LINE
- TREE LINE
- BARBED WIRE FENCE REMAINS
- OVERHEAD WIRE
- EXISTING CHAIN LINK FENCE
- EXISTING BUILDING
- CATCH BASIN
- CONFERENTIAL TREE
- DECIDUOUS TREE
- STONEWALL
- UTILITY POLE
- PROPOSED CONTOUR LINE

LEASE EXHIBIT

LEASE EXHIBIT  
 THIS LEASE PLAN IS DIAGRAMATIC IN NATURE AND IS NOT TO BE CONSIDERED AS A CONTRACT. THE PROPOSED WIRELESS COMMUNICATION FACILITY, THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



CHECKED BY: DAR  
 APPROVED BY: DPH

SUBMITTALS

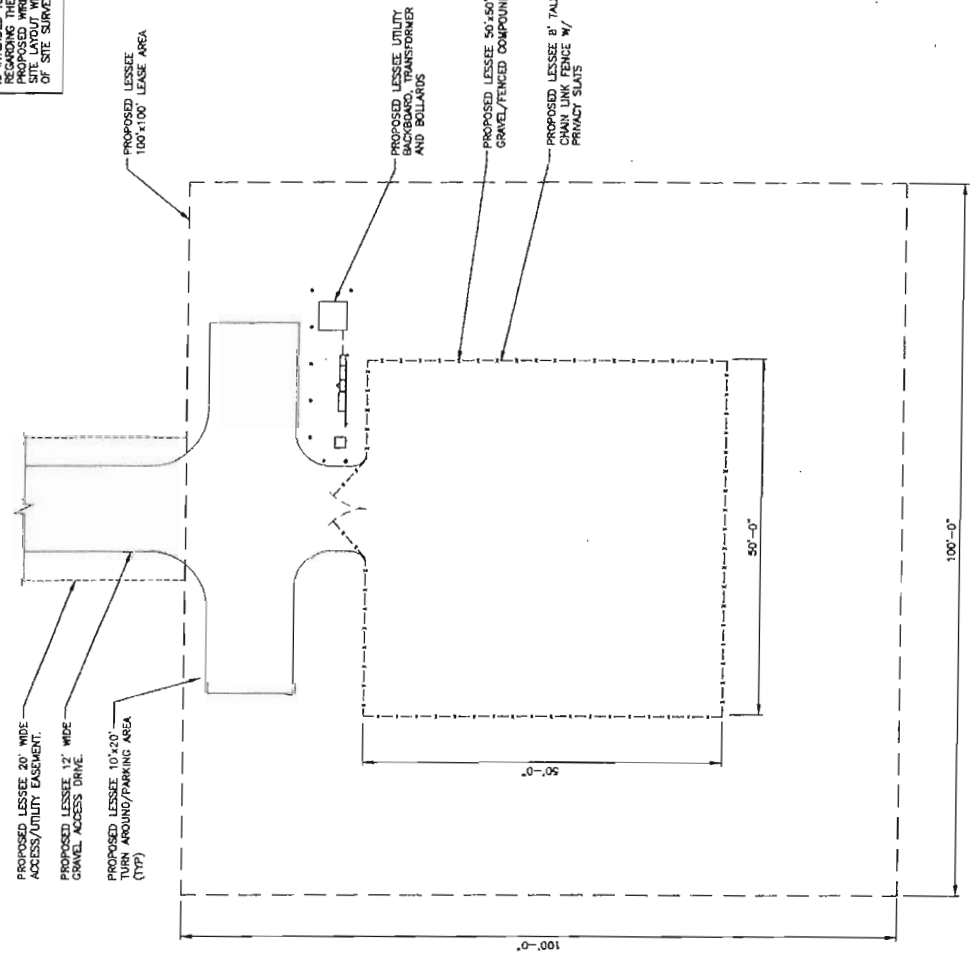
REV	DATE	DESCRIPTION	BY
1	05/21/17	ISSUED FOR CONSTRUCTION	DPH
2	05/27/17	ISSUED FOR CONSTRUCTION	DPH
3	05/27/17	ISSUED FOR CONSTRUCTION	DPH
4	05/27/17	ISSUED FOR CONSTRUCTION	DPH
5	05/27/17	ISSUED FOR CONSTRUCTION	DPH

SITE NAME:  
**WOODBIDGE N2 CT**

SITE ADDRESS:  
 118 NEWTON ROAD  
 (ACCESS FROM WOODBRIDGE RD.)  
 WOODBRIDGE, CT 06525

COMPOUND PLAN

SHEET NUMBER  
**L-2**



10223  
 HUDSON DESIGN GROUP  
 118 NEWTON ROAD  
 WOODBRIDGE, CT 06525

GRAPHIC SCALE  
 0 5 10 20 25 FEET

COMPOUND PLAN  
 22534 SCALE: 1/8"=1'-0"  
 11x17 SCALE: 1/16"=1'-0"  
 L-2