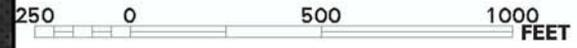




lood insurance is available in this community, contact your local National Flood Insurance Program at (800) 638-6620.



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0213F

FIRM
FLOOD INSURANCE RATE MAP
 HARTFORD COUNTY,
 CONNECTICUT
 (ALL JURISDICTIONS)

PANEL 213 OF 675

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BLOOMFIELD, TOWN OF	090122	0213	F
EAST GRAMBY, TOWN OF	090025	0213	F
WINDSOR, TOWN OF	090041	0213	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
 09003C0213F

EFFECTIVE DATE:
 SEPTEMBER 26, 2008



Federal Emergency Management Agency

● Site
 Zone X
 (unshaded)

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

LEGEND



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
- ZONE A99** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.



FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.



OTHER AREAS

- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.

If flood insurance is available in this community, contact your local Flood Insurance Program at (800) 638-6620.



MAP SCALE 1" = 500'



NFIP

PANEL 0213F

FIRM FLOOD INSURANCE RATE MAP HARTFORD COUNTY, CONNECTICUT (ALL JURISDICTIONS)

PANEL 213 OF 675

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

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Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



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EFFECTIVE DATE:
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Federal Emergency Management Agency

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Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2010-ANE-915-OE

Issued Date: 10/14/2010

Diane Walsh
Cellco Partnership D
One Verizon Way
Basking Ridge, NJ 07920-1097

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower North Bloomfield
Location:	Bloomfield, CT
Latitude:	41-52-32.77N NAD 83
Longitude:	72-44-31.08W
Heights:	113 feet above ground level (AGL) 293 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part I)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 04/14/2012 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2508. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2010-ANE-915-OE.

Signature Control No: 131368067-132154231

(DNE)

Vee Stewart
Specialist

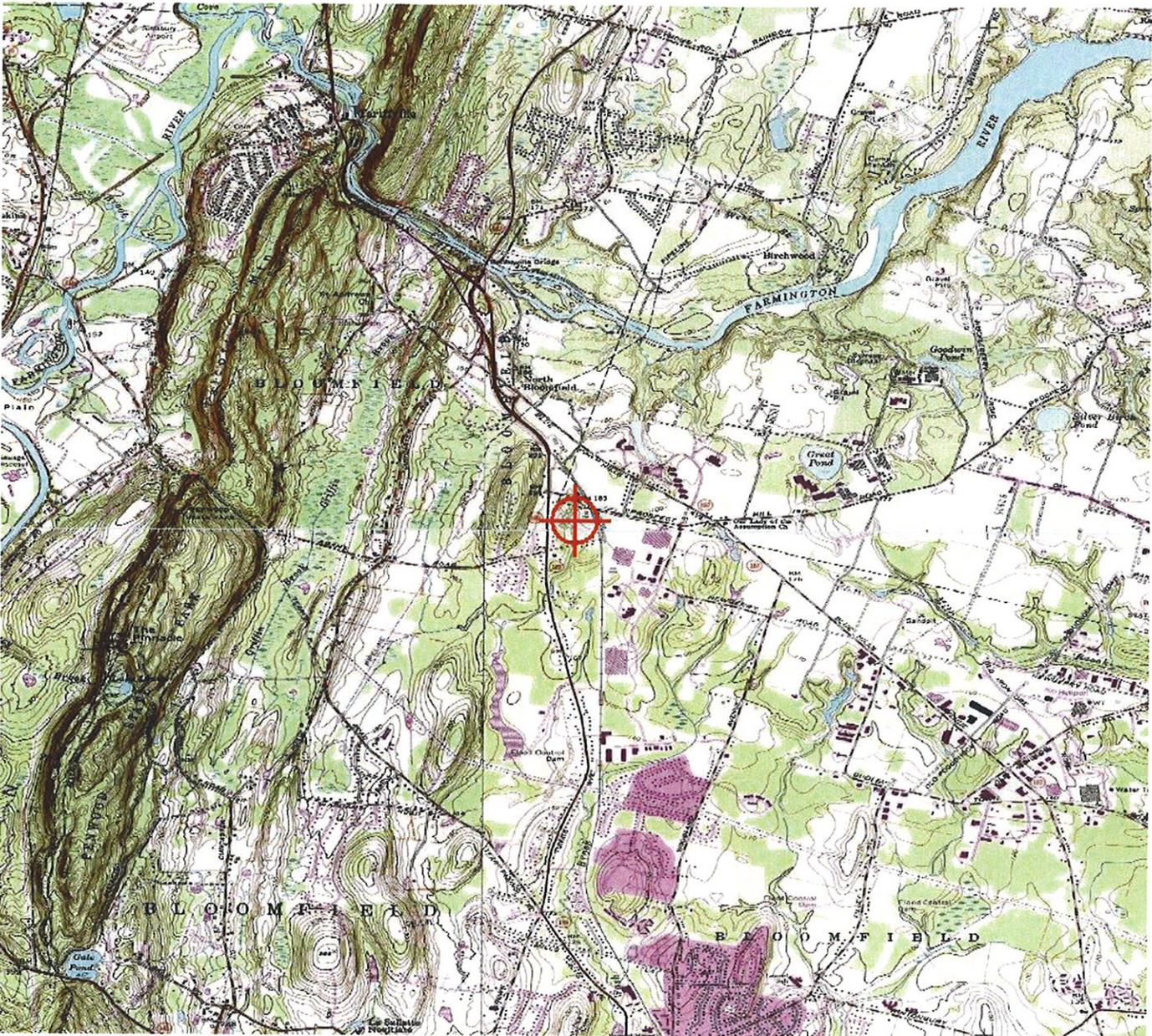
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2010-ANE-915-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

TOPO Map for ASN 2010-ANE-915-OE



Mayo, Rachel

From: Gaines, Christopher [Christopher.Gaines@VerizonWireless.com]
Sent: Wednesday, October 27, 2010 12:18 PM
To: Baldwin, Kenneth
Cc: Mayo, Rachel
Subject: RE: Aviation Systems
Attachments: North Bloomfield 2010 ANE 915 OE 101410 FAA.pdf; Airspace Obstruction Report Waterford NE alternate.pdf

Here you go Waterford NE Alternate Aviation Systems Report.
 Also attached the North Bloomfield FAA

Christopher K. Gaines
 RF Design Engineer
 Verizon Wireless

mobile 978-807-9040

From: Baldwin, Kenneth [mailto:KBALDWIN@RC.com]
Sent: Tuesday, October 26, 2010 11:06 AM
To: Gaines, Christopher
Subject: RE: Aviation Systems

He's stopping by my house on the way up from NY. He loves my wife's corned beef.

From: Gaines, Christopher [mailto:Christopher.Gaines@VerizonWireless.com]
Sent: Tuesday, October 26, 2010 11:05 AM
To: Baldwin, Kenneth
Subject: RE: Aviation Systems

The Glenn Beck book signing, of course

Christopher K. Gaines
 RF Design Engineer
 Verizon Wireless

mobile 978-807-9040

From: Baldwin, Kenneth [mailto:KBALDWIN@RC.com]
Sent: Tuesday, October 26, 2010 11:03 AM
To: Gaines, Christopher
Subject: RE: Aviation Systems

For what?

From: Gaines, Christopher [mailto:Christopher.Gaines@VerizonWireless.com]
Sent: Tuesday, October 26, 2010 11:01 AM
To: Baldwin, Kenneth
Subject: RE: Aviation Systems

I suppose you'll be in Westborough on Saturday.

Christopher K. Gaines
 RF Design Engineer
 Verizon Wireless

mobile 978-807-9040

10/27/2010

From: Baldwin, Kenneth [mailto:KBALDWIN@RC.com]
Sent: Tuesday, October 26, 2010 10:52 AM
To: Gaines, Christopher
Subject: RE: Aviation Systems

Awesome. Thanks.

From: Gaines, Christopher [mailto:Christopher.Gaines@VerizonWireless.com]
Sent: Tuesday, October 26, 2010 10:51 AM
To: Baldwin, Kenneth
Subject: RE: Aviation Systems

I just re-filed it on Friday at the new height – I talked with her Monday, they are working on it

Christopher K. Gaines
RF Design Engineer
Verizon Wireless

mobile 978-807-9040

From: Baldwin, Kenneth [mailto:KBALDWIN@RC.com]
Sent: Tuesday, October 26, 2010 9:58 AM
To: Gaines, Christopher
Subject: Aviation Systems

Anythign back form them on Waterford NE (the Town site)?

Kenneth C. Baldwin

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
Direct 860-275-8345 | Fax 860-275-8299
kbaldwin@rc.com | www.rc.com
[Bio](#) | [Contact Card](#)

Boston Providence Hartford New London
Stamford New York Albany White Plains Sarasota



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10/27/2010

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10/27/2010

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SITE NAME: North Bloomfield, CT
SITE NUMBER: 2008294354
ATTY/DATE: Saunders/2010

LAND LEASE AGREEMENT

This Agreement, made this ~~12~~ ^{23rd} day of ~~August~~ ^{September}, 2010 between River Bend Associates, Inc., with its principal offices located at c/o Griffin Land & Nurseries, Inc., 204 West Newberry Road, Bloomfield, Connecticut 06002, hereinafter designated LESSOR and Celco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property, located at Adams Road (Lot 2), in the Town of Bloomfield and a portion of that certain parcel of property located at 2619 Day Hill Road, in the Town of Windsor, (the entirety of LESSOR's property is collectively referred to hereinafter as the Property) both in the County of Hartford, State of Connecticut, and being described as a 100' by 100' parcel containing Ten Thousand square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a Twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Day Hill Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Town of Bloomfield Assessor's Map No. 453 as Lot 62 and the Town of Windsor Assessor's Map No. 6 as Lot 1, Block 144, and is further described in Deed Books 737 and 1254 at Pages 25 and 299 as recorded in the Office of the Bloomfield and Windsor Town Clerks, respectively.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees, provided the location is reasonably acceptable to LESSOR, to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY; RIGHTS OF WAY RELOCATION. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

LESSOR specifically reserves the right, at its cost, to relocate all or any portion of the Rights of Way (and/or any additional right of way granted any utility) to other portion(s) of the Property. In such event, LESSOR shall provide LESSEE with a survey of the Property showing the relocated right of way(s), which the Parties agree must provide LESSEE (and all affected utility

companies) with substantially the same rights as enjoyed within the areas to be relocated. Upon completion of the relocation, the Parties shall amend this Agreement (and any notice of lease) to appropriately release and add the affected portions of the Property from and to the provisions of this Agreement.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. If, on the first anniversary of the full execution date, LESSEE has not obtained a building permit or otherwise commenced the Agreement, then LESSOR, within 30 days of such date, shall have the one-time option of terminating the Agreement by providing LESSEE written notice of its election to terminate. If, upon the second anniversary of said full execution date the Agreement has not been terminated or commenced, LESSOR shall have the option of ~~terminating this Agreement by providing LESSEE written notice thereof, which option shall be continuing until LESSEE shall have obtained a building permit or commenced the Agreement, as set forth below.~~ If LESSOR elects to exercise its termination rights hereunder, all obligations between the Parties will terminate, except to the extent of the representations, warranties and indemnities made by each party to the other hereunder, and except as set forth in Paragraph 14 hereof. Notwithstanding the foregoing, LESSEE reserves the right to commence this Agreement at any time, in its sole discretion, which right shall continue for a period of thirty (30) days following any termination notice issued by LESSOR under this paragraph. LESSEE shall exercise such right by providing LESSOR written notice of its election to commence, whereupon the Commencement Date shall be the first day of the month following the date of LESSEE's notice. All notices hereunder must be provided in accordance with Paragraph 23 below.

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.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion and in LESSOR's possession (or reasonably available to LESSOR without incurring any material expense). From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein. LESSEE acknowledges that LESSOR has complied with the terms of (i) and (ii) and that no other documentation has been requested as of the date of this Agreement.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. Provided LESSEE is not in default hereunder, this Agreement shall automatically be extended for four (4) additional five (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 six (6) months prior to the end of the then current term.

5. ANNUAL INCREASES. The annual rental for each year of each term after the first year of the initial term shall increase by [REDACTED] of the annual rental payable with respect to the immediately preceding year.

6. INTENTIONALLY OMITTED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of this Agreement, LESSEE's use of the Premises, and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from this Agreement, the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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.

LESSEE shall timely pay all utility hookup, installation, maintenance and usage charges of every kind and nature applicable to LESSEE's use of the Premises.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises (not including the access easement). All improvements, equipment, antennas and conduits shall be installed in accordance with Laws (as hereinafter defined), shall be at LESSEE's expense, and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right in accordance with Laws to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any

portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. Notwithstanding the foregoing, while and for so long as LESSEE has any improvements at the Premises LESSEE shall maintain the security fence, as aforesaid, and in no event is LESSEE entitled or authorized hereunder to construct, erect or otherwise maintain more than one (1) communications tower or antenna structure at the Premises. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSEE agrees to pursue all Governmental Approvals with continuing diligence. LESSOR shall cooperate with LESSEE (without cost to LESSOR) in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective three (3) months after the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder, and except as set forth in Paragraph 14 hereof. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

If, on the anniversary date of the Commencement Date, LESSEE has not commenced the installation of its facilities at the Premises, or if, following such installation, LESSEE elects to permanently remove all of its facilities from the Premises, LESSOR shall thereafter have the right to terminate this Agreement. Notice of LESSOR's exercise of its right to terminate shall be given to LESSEE in writing by certified mail, return receipt requested, and shall be effective immediately. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder, and except as set forth in Paragraph 14 hereof. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR. Notwithstanding the foregoing, LESSOR shall have no right to give such notice if and for so long as LESSEE is diligently pursuing any Governmental Approval, including any appeal therefrom.

9. **INDEMNIFICATION.** Subject to Paragraph 10 below, 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. LESSEE shall indemnify and hold LESSOR harmless from all mechanics' liens or damages arising with respect to the Premises and/or the Property as a result of any work performed by LESSEE and should any such lien be recorded, LESSEE will within sixty (60) days after such lien is recorded pay or bond and discharge same. Should any such lien be recorded and not be released or discharged, LESSOR may, at LESSOR's option (but without obligation so to pay or discharge such lien) and after fifteen (15) days notice to LESSEE, pay and discharge any such lien, at the cost and expense of LESSEE. LESSOR's consent to the performance by LESSEE of work on the Premises shall not be deemed consent to or permission for the liening of the Premises by any of LESSEE's contractors.

10. INSURANCE. At all times during the term of this Agreement, LESSOR shall carry and maintain, at its expense, bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$5,000,000. All such insurance will be on a commercial general liability form and LESSOR agrees that it will include LESSEE as an additional insured. LESSEE shall, at all times during the term of this Agreement, carry and maintain, at LESSEE's expense, the following insurance, in the amounts specified below or such other amounts as LESSOR may from time to time reasonably request, with insurance companies rated at least A- by AM Best:

a. Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$5,000,000. All such insurance will be on a commercial general liability form including, personal injury and contractual liability coverage for the performance by LESSEE of the indemnity agreements set forth in this Agreement. Subject to standard policy provisions and exclusions;

b. Insurance covering all of LESSEE's furniture and fixtures, improvements, buildings, machinery, equipment and any other real and personal property owned and used in LESSEE's business and found in, on or about the Premises, in an amount not less than the full replacement cost. Property forms will provide coverage on an open perils basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed;

c. Worker's compensation insurance insuring against and satisfying LESSEE's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limit of \$1,000,000 aggregate;

d. If LESSEE operates owned, hired, or nonowned vehicles on the Premises, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage.

e. All insurance required under this Paragraph shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the

Premises are located and having a rating not less than A Minus VII as rated in the most current copy of Best's Insurance Report in the form customary to this locality.

f. Certificates of insurance naming LESSOR, LESSOR's management company, and any others reasonably specified by LESSOR as additional insureds will be delivered to LESSOR prior to LESSEE's occupancy of the Premises and from time to time with the expiration of the term of each such policy. All general and automobile liability policies maintained by LESSEE will name LESSOR, LESSOR's management company, and any such other persons or firms as LESSOR reasonably specifies from time to time as additional insureds. All policies maintained by LESSEE will provide that they may not be canceled except after sixty (60) days' prior written notice to LESSOR. All commercial general liability maintained by LESSEE will be written as primary policies as relates to LESSEE's operations not contributing with and not supplemental to the coverage that LESSOR may carry;

g. 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 to the Property, resulting from any fire, or other casualty of 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, or either of them. 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;

h. LESSOR and its agents make no representation that the limits of liability specified to be carried by LESSEE pursuant to this Paragraph are adequate to protect LESSEE. If LESSEE believes that any of such insurance coverage is inadequate, LESSEE will obtain such additional insurance coverage as LESSEE deems adequate, at LESSEE's sole expense.

11. LIMITATION OF LIABILITY.

a. With respect to any services to be furnished or obligations to be performed by LESSOR to LESSEE, LESSOR shall never be responsible for failure to furnish or perform the same when (and the time for performance of the same shall be extended for such period as LESSOR is) prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or, after reasonable effort to obtain same, because of failure of supply, or, after reasonable effort to obtain same, inability to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond LESSOR's control, or for any cause due to any act or omission of LESSEE, LESSEE's invitees, customers, servants, agents, employees, licensees or any person claiming by, through or under LESSEE.

b. Under no circumstances whatsoever, shall either Party ever be liable to the other under this Agreement for consequential or special damages.

c. LESSEE shall look solely to LESSOR's then equity interest in the Property for recovery of any judgment from LESSOR, it being agreed that neither LESSOR (original or successor), nor any partner (general or limited), associate, executor, participant, principal, agent, employee, executor, or other fiduciary, beneficiary, officer, or other person or entity in or of any partnership, association, joint venture, corporation or other entity, Trust or Estate from time to time owning LESSOR's interest in this Lease, shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to LESSEE.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), footings, equipment, conduits, fixtures and all personal property from the Premises and the Rights of Way and restore the Premises and the Rights of Way to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE 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 (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate for up to ninety (90) days; thereafter, rental shall be in accordance with Paragraph 15 below until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to [REDACTED] of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. INTENTIONALLY OMITTED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale 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 under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, 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 this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, 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 LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR, subject to the provisions of Paragraph 36 hereof. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. 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: River Bend Associates, Inc.
c/o Griffin Land & Nurseries, Inc.
204 West Newberry Road
Bloomfield, Connecticut 06062
Attention: Thomas M. Lescalleet

With a copy to: Murtha Cullina LLP
185 Asylum Street, City Place I
Hartford, Connecticut 06103
Attention: Thomas M. Daniells

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.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. 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 or right-of-way; 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 right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. 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 (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under 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, 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.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires

more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. 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 on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. 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. In the event of a default by either Party with respect to a material provision of this Agreement, 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 the 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 Premises are located; provided, however, both parties shall use reasonable efforts to mitigate damages in connection with a default by the other party. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. If any litigation is commenced by either Party under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

In the event that LESSEE discovers any historical environmental or industrial hygiene condition as a result of LESSEE's construction and/or alteration activities, LESSEE shall notify LESSOR within a commercially reasonable time. LESSOR specifically reserves the right, at its cost, to relocate all or any portion of the Premises to other portions of the Property. In such event, LESSOR shall provide LESSEE with a survey of the Property showing the relocated Premises, which the Parties agree must provide LESSEE with substantially the same rights as enjoyed within the areas to be relocated. Upon completion of the relocation, the Parties shall amend this Agreement (and any notice of lease) to appropriately release and add the affected portions of the Property from and to the provisions of this Agreement.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the LESSOR; and b) any environmental or

industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon unless such environmental conditions are caused by LESSOR.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time within the first six (6) months following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired, provided that in no event shall the rent abatement period exceed 120 days.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's commercially reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto

warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, and subject to LESSEE's obligations set forth below, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, 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 (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all Laws applicable to all improvements being made by or on behalf of LESSEE at the Property.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement, all obligations which accrue or arise prior to termination or expiration, and all of LESSEE's obligations resulting from termination as a result of LESSEE's default, shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. SUBLEASING. LESSEE shall have the right to sublet any portion of the Premises upon LESSOR's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. LESSOR shall be paid [REDACTED] of any rental, licensing and/or other payments, however classified, paid by any sublessee(s) or other third parties in return for occupying, transmitting and/or receiving at the Premises, payable at the time such payments are paid to LESSEE. Such payments shall be made by such parties directly to LESSOR. LESSEE agrees to provide LESSOR copies of all subleases which LESSOR agrees to keep confidential.

37. COPIES. LESSEE agrees to provide LESSOR with copies of all (i) due diligence reports, investigations and/or data performed by or at the direction of LESSEE with respect to the Property, excluding title reports; (ii) the Survey, and any other maps or plans prepared by or at the direction of LESSEE with respect to the Property; and (iii) Governmental Approvals, including applications therefor. LESSOR acknowledges that LESSEE makes no representation or warranty of any type with respect to the accuracy or completeness of any documentation delivered by LESSEE under this paragraph. LESSOR further acknowledges that it will not rely on any information furnished by LESSEE to LESSOR under this paragraph.

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

Jacqueline Christensen
WITNESS
Lyette

Diane Gmelch
WITNESS
Karen Paul

LESSOR: River Bend Associates, Inc.

By: [Signature]

Its: Service Vice President

Date: 8/12/2010

LESSEE: Cellco Partnership d/b/a
Verizon Wireless

By: [Signature]
David R. Heverling

Its: Area Vice President Network

Date: 9/23/10

2619 Day Hill Road
Windsor, Connecticut

A certain piece or parcel of land, located in the Town of Windsor, County of Hartford and State of Connecticut, more particularly bounded and described as follows:

Beginning at an existing concrete monument in the south street line of Day Hill Road, said point marking the northeast corner of property now of formerly DDC Limited Partnership and the northwest corner of the subject property;

thence S81°-54'-52"E, 66.52 feet to an existing concrete monument;

thence southeasterly along a curve to the right, 212.74 feet to a set Windsor Highway Department monument, said curve has a radius of 268.00 feet and a central angle of 45°-28'-52";

thence S36°-26'-00"E, 155.92 feet to a point;

thence southeasterly along a curve to the left, 133.74 feet to a point, said curve has a radius of 347.00 feet and a central angle of 22°-05'-01";

the four (4) preceding courses being in the south street line of Day Hill Road;

thence southeasterly along a curve to the right, along property now or formerly State of Connecticut, 17.98 feet to a point, said curve has a radius of 5680.15 feet and a central angle of 00°-10'-53";

thence N74°-14'-01"W, along property now or formerly River Bend Associates, Inc., which runs in the Windsor/Bloomfield town line, 502.26 feet to a point;

thence N11°-35'-13"E, along property now or formerly DDC Limited Partnership, 215.80 feet to the point of beginning:

containing 1.723 acres.

Said parcel is shown as Parcel D on a map entitled "Plan To Show Parcels For Transfer Of Non-Residential Coverage Prepared For Griffin Center Development I, LLC Blue Hills Avenue Extension, Day Hill Road and Griffin Road South Windsor, Conn, Scale: 1IN. = 100FT. Date: July 6, 2000", last revised 01-11-01, filed in the office of the Windsor Town Clerk as map 4833.

Adams Road, Bloomfield, CT
Assessor's Map 453, Lot 62

A certain piece or parcel of land, located in the Town of Bloomfield, County of Hartford and State of Connecticut, lying northerly of Adams Road and easterly of Tunxis Avenue, bounded and described as follows:

NORTHERLY: By the Bloomfield-Windsor Town Line,

EASTERLY: By land now or formerly of the Central New England Railroad Company,

SOUTHERLY: By land now or formerly of Charles Richardson, formerly of N. H. Cummings, and

WESTERLY: By land now or formerly of John B. McCormick.

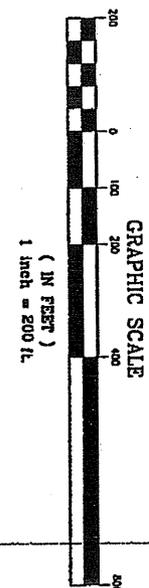
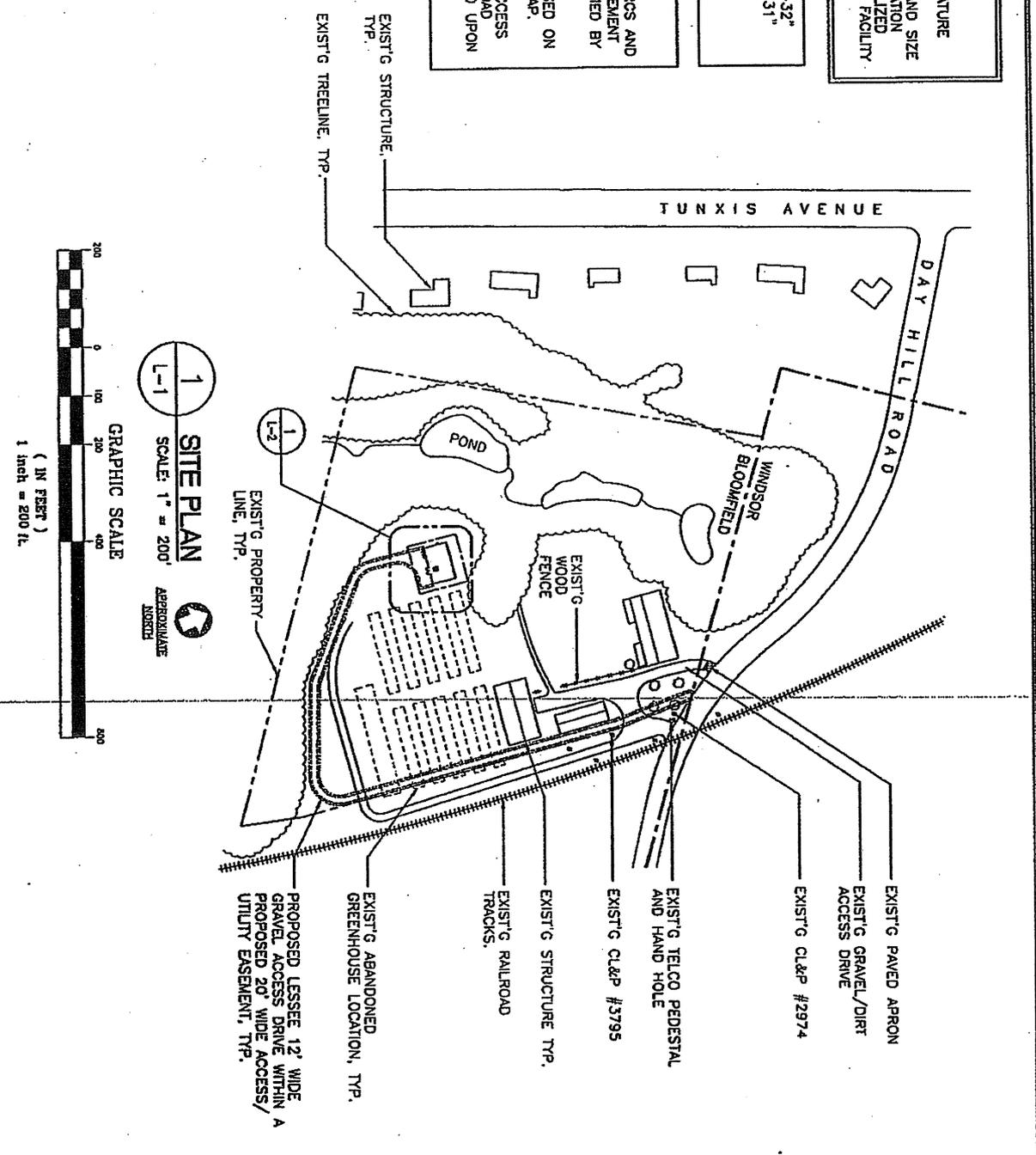
Said parcel is a portion of Tract 4 in a Quit Claim Deed from Culbro Corporation to River Bend Associates, Inc., dated February 26, 1997 and recorded in Volume 737 at Page 25 of the Bloomfield Land Records.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

TOWER COORDINATES: LAT: 41°-52'-32" (BASED ON HAND HELD GPS)
 LONG: 72°-44'-31" (BASED ON TOPO MAP)
 GROUND ELEVATION: 180' ± A.M.S.L.

- NOTES:**
1. LOCATION OF EXISTING UTILITY DEMARCS AND ASSOCIATED PROPOSED CONDUIT/EASEMENT ROUTINGS TO BE DETERMINED/ VERIFIED BY LOCAL UTILITY COMPANIES.
 2. PROPERTY LINES SHOWN HEREIN BASED ON TOWN OF BLOOMFIELD ASSESSORS MAP.
 3. THE LOCATION OF THE PROPOSED ACCESS DRIVE ENTRANCE OFF OF DAYHILL ROAD SHOWN HEREIN SHALL BE CONFIRMED UPON COMPLETION OF SITE SURVEY.

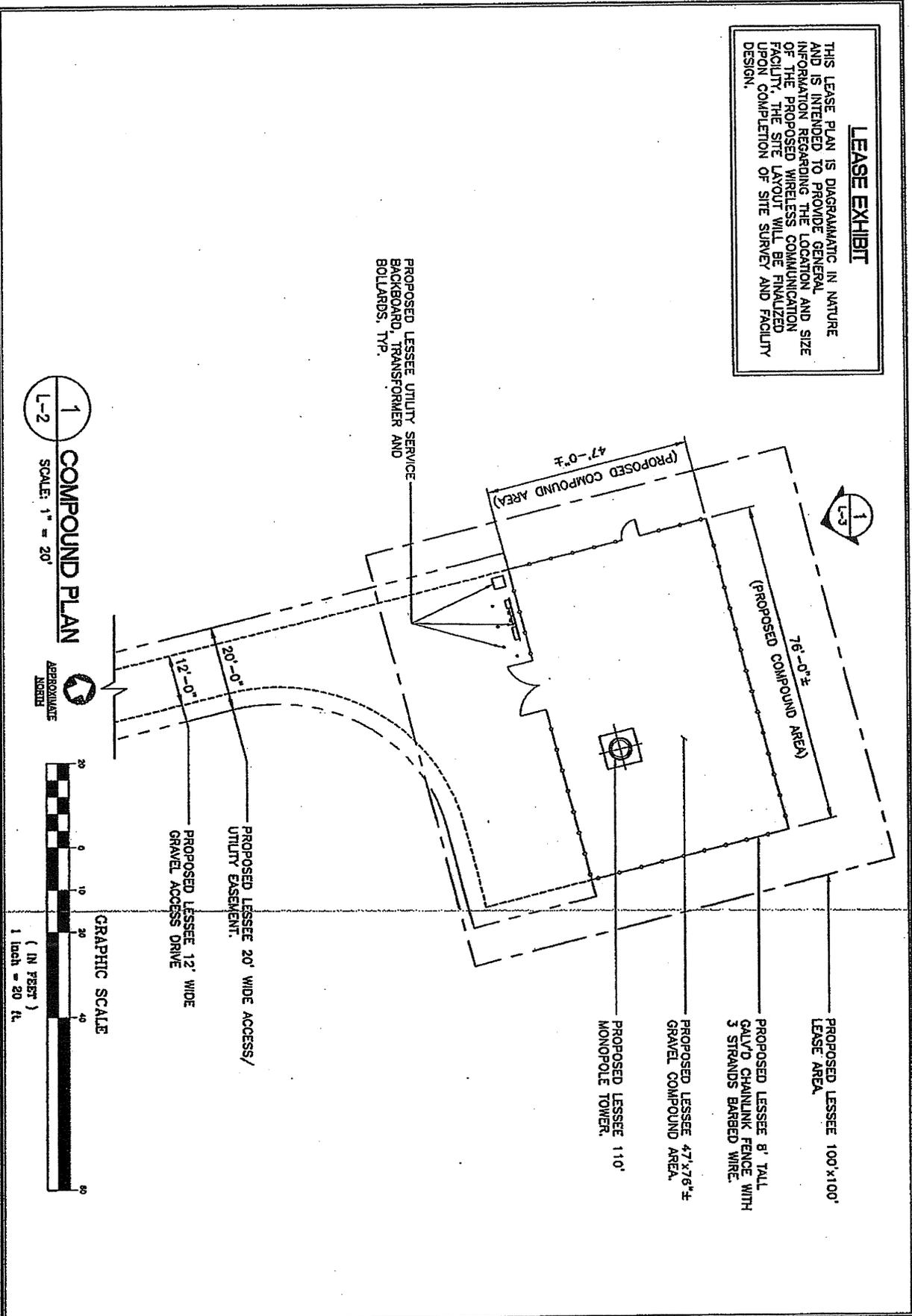


1 SITE PLAN
 L-1 SCALE: 1" = 200'
 APPROXIMATE NORTH

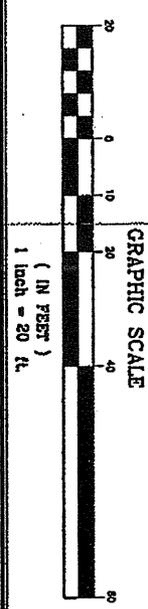
<p>VERIZON WIRELESS NORTH BLOOMFIELD DAY HILL ROAD BLOOMFIELD, CT 06002</p>	<p>NATCOMM CONSULTING ENGINEERS</p> <p>PO BOX 488050 2013-08-05 2013-08-05 83-2 M. Branford Rd. Branford, CT 06405</p>	<p>PROFESSIONAL ENGINEER SEAL</p>	<p>DATE: 03/17/14</p> <p>BY: AS SURVEY</p> <p>IN THE OFFICE</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>03/17/14</td> <td>AS</td> <td>PREPARED LEASE EXHIBIT</td> </tr> <tr> <td>2</td> <td>03/17/14</td> <td>AS</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>3</td> <td>03/17/14</td> <td>AS</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>4</td> <td>03/17/14</td> <td>AS</td> <td>LEASE EXHIBIT - REVIEW</td> </tr> </table>	NO.	DATE	BY	DESCRIPTION	1	03/17/14	AS	PREPARED LEASE EXHIBIT	2	03/17/14	AS	LEASE EXHIBIT	3	03/17/14	AS	LEASE EXHIBIT	4	03/17/14	AS	LEASE EXHIBIT - REVIEW
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LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



1
L-2
COMPOUND PLAN
SCALE: 1" = 20'



L-2

VERIZON WIRELESS

NORTH BLOOMFIELD

DAY HILL ROAD
BLOOMFIELD, CT 06002

NATCOMM
CONSULTING ENGINEERS

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info@natcomm.com or info@natcomm.com
63-3 N. Broad St. Stamford, CT 06405

PROFESSIONAL ENGINEER SEAL

NO.	DATE	BY	DESCRIPTION
1	07/27/10	END	ISSUED LEASE EXHIBIT
2	07/27/10	END	LEASE EXHIBIT
3	07/27/10	END	LEASE EXHIBIT
4	07/27/10	END	LEASE EXHIBIT - REVIEW

