

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF MCM HOLDINGS, LLC AND
CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND
PUBLIC NEED FOR THE CONSTRUCTION,
MAINTENANCE, AND OPERATION OF A
TELECOMMUNICATIONS FACILITY AT ONE
OF THE TWO CANDIDATE SITES WITHIN THE
TOWN OF WESTBROOK, CONNECTICUT

DOCKET NO. 485

May 13, 2019

RESPONSES TO SITING COUNCIL PRE-HEARING INTERROGATORIES

MCM Holdings, LLC and Cellco Partnership d/b/a Verizon Wireless (together the "Applicants"), submit the following information in response to the Connecticut Siting Council interrogatories issued on May 2, 2019.

General

- Q1. Of the letters sent to abutting property owners, how many certificates were received? If any receipts were not returned, which owners did not receive their notice? Were any additional attempts made to contact those property owners?
- A1. *A total of twenty receipts were returned, with two notices not confirmed as received. A follow up letter along with a copy of the notice was sent to these land owners on May 3, 2019 via first class mail. Please see attachment 1.*
- Q2. Was notice to the 33rd Senate District sent to the correct individual?
- A2. *Notice was signed for as delivered to the 33rd Senate District. A follow up letter was sent to Senator Norman Needleman on behalf of the Applicants. Please see attachment 2.*
- Q3. Pursuant to CGS § 16-500, please submit a copy of the lease for the proposed sites.
- A3. *See attachment 3. Under separate cover a motion for a protective order is being filed with a copy of the unredacted ground leases.*
- Q4. How is the cost of the facility construction recovered for both MCM and Celco?
- A4. *MCM is funding the development of the facility. This is inclusive of most all hard and soft costs including the tower and foundation construction, utilities, site work, architecture and engineering design and legal, and all regulatory and permitting costs. Each individual carrier, municipal, and emergency services provider will procure and fund their own installations at the tower site. MCM has offered to cover the labor cost of relocating the Old Saybrook Police equipment from the temporary tower to the permanent replacement tower. For*

MCM, its costs will be recovered over time by way of sub-leases with wireless providers Cellco, AT&T and T-Mobile. For Cellco and other wireless providers, they recover their costs as part of services revenue from customers.

Site/Tower

Q5. Would the tower be designed for EIA/TIA-222 structural standards version G, H, or both? Would construction conform to the 2018 CT State Building Code? (Site plans reference 2016)

A5. *The tower would be designed to comply with the current Rev G standard (Rev H has not been formally adopted by the State of Connecticut), or the most current standard in place at the time of construction. The proposed construction will comply with the 2018 State Building Code.*

Q6. What is the structural design standard applicable to antenna mounts?

A6. *TIA-222-G-4 "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".*

Q7. Would the Applicant comply with CGS §16-50p(a)(3)(G) pertaining to manufacturer's recommended safety standards for any equipment, machinery or technology used for or installed at the facility?

A7. *Yes. The Applicants will comply with all the recommended safety standards for any equipment, machinery or technology for the facility which includes FCC and other OEM requirements.*

Q8. Could the Site A tower be designed with a yield point to ensure that the tower set back radius remains within the boundaries of the subject property?

A8. *Yes. The 130' AGL Monopole located at Site A (1542 Boston Point Road) will be designed with a yield point at 87'± AGL (closest property line is 43'± from the proposed monopole). Additionally, updated Sheet Number A-1 of the Site A drawings is included as attachment 4 hereto providing revised elevations and additional details.*

Q9. Referring to Application p. 19, is a shared generator proposed for this site? If so, identify the carriers that would share the generator. What is the estimated run time for the emergency power generator before it would need to be refueled, assuming it is running at under normal loading conditions?

A9. *A shared propane fired generator has been considered but is not proposed at this time.*

At Candidate A which is the existing location, Cellco has had and currently maintains a generator inside of the existing shelter.

Candidate B is an entirely new site. Cellco's design standard of a 20'x30' shelter with an emergency backup generator for their exclusive use is shown on the facility drawings, which is Cellco's preference.

AT&T, T-Mobile and the Old Saybrook Police Department (and any potential future carrier or Town of Westbrook communications facilities) could be asked by MCM to share a common generator.

Assuming normal loading conditions, a shared emergency back-up generator with four wireless providers running at approximately 75% will consume around 20 gallons of propane/hr. The estimated run time before refueling would be dependent upon the size of the fuel tank proposed and installed.

- Q10.** Is Kirtland Road Owned by Dattilo Family Holdings LLC? Do the abutting parcels to the west have access and easement over this road?
- A10.** *Kirtland Road is a private road. It is owned by Datillo Family Holdings, LLC. The abutting parcels to the west do have access from and an easement over the road (See reference to recorded map: 182 lot: 003).*

Public Safety

- Q11.** What measures are proposed for the site to ensure security and deter vandalism? (Including alarms, gates, anti-climb fence design, ect.)
- A11.** *The tower's climbing pegs will be removed to a height of approximately 12 feet above ground level. The tower and related equipment would be surrounded by an existing six-foot tall security fence with barbed wire and a locked gate at Site A. The tower and related equipment would be surrounded by a proposed eight-foot tall (1.25 inch mesh) security fence and a locked gate at Site B. The respective carrier's radio equipment cabinets are equipped with silent intrusion alarms. If anyone attempted to tamper with or break-in to the cabinets, cell site technicians monitoring the site will be alerted and local police will be contacted.*
- Q12.** Would blasting be required to develop the sites?
- A12.** *MCM does not anticipate the need for blasting to construct the proposed facilities. Upon approval of a facility, a geotechnical survey will be prepared and subsurface conditions will be evaluated and included in the foundation design submitted to the Council.*
- Q13.** Is the proposed facility within a Department of Energy and Environmental Protection-designated Aquifer Protection Area?
- A13.** *No. Neither Site A or Site B are located within an Aquifer Protection Area (APA) as designated by the Connecticut Department of Energy and Environmental Protection. The closest Aquifer Protection Area to either Site is the Westbrook APA located ±0.9 mile north of Site B. Please refer to the Coastal Boundary, Public Water Supply Watershed, and Aquifer Protection Area Map included as attachment 5. In addition, neither Site is located within a public water supply watershed area (PWSW). The closest PWSW to either Site is the Guilford Reservoir System located ±5.5 miles northwest of Site B. As a result, the proposed facility at either Site A or B will not have an effect on public water supply systems.*
- Q14.** Referring to Application p. 18, has the response ben received from the State Historic Preservation Office?

- A14. *A formal no effect letter is pending at this time. All-Points prepared several photo-simulations comparing the two site locations from within the Westbrook Town Center Historic District which are currently being reviewed by the State Historic Preservation Office. The Applicants anticipate receipt of a formal determination and opinion from the SHPO prior to the hearing date.*
- Q15. *Would the proposed facility comply with Department of Energy and Environmental Protection noise control standards at the property boundaries? Is there any change to the operation of the existing ground equipment at the proposed 1542 Boston Post Road site that would create additional noise?*
- A15. *Yes, the proposed facility will comply with the Department of Energy and Environmental Protection noise control standards using the appropriate engineering controls as necessary. No, there is no material change to the operation of the existing ground equipment at the proposed 1542 Boston Post Road site which would result in additional noise.*
- Q16. *Are the proposed sites within a designated Coastal area (CGS §22a-94)? If so, would development of the proposed sites affect coastal resources?*
- A16. *Both sites are located within the coastal resource boundary ("Coastal Boundary") pursuant to the Connecticut Coastal Management Act ("CCMA"). Construction activities would take place in previously developed areas and would have no effect on coastal resources. Please refer to the attached Coastal Boundary, Public Water Supply Watershed, and Aquifer Protection Area Map in attachment 5.*

The CCMA identifies eight potential adverse impacts to coastal resources, as defined below. The following discussion summarizes why the proposed facility at either Site A or B would not result in, or contribute to, an adverse impact on these resources.

- 1. Degrading water quality of coastal waters by introducing significant amounts of suspended solids, nutrients, toxics, heavy metals or pathogens, or through the significant alteration of temperature, pH, dissolved oxygen or salinity.*

Neither facility is directly within wetlands, watercourses, flood zones, or an aquifer protection area. At Site A, the western boundary of an inland wetland complex is located approximately 10 feet east of the existing fenced compound that formerly surrounded the water tank. The nearest wetland resource to Site B is approximately 269 to the east. During construction, E&S controls would be established and maintained in accordance with the CT DEEP Bulletin 34 Connecticut Guidelines for Soil and Erosion and Sediment Control, dated 2002. In addition, a wetland protection plan has been developed to provide additional protection measures at Site A due to the proximity of work activities to wetlands. Construction activities are temporary and, with the appropriate E&S measures in place and maintained, are not expected to impact water quality. Post-construction, stormwater generated at either Site would not change substantially from existing conditions and therefore would not result in degradation of coastal water quality.

2. *Degrading existing circulation patterns of coastal waters by impacting tidal exchange or flushing rates, freshwater input, or existing basin characteristics and channel contours.*

The two sites are located outside of tidally influenced areas. The proposed facility at either Site A or B would result in minimal impervious surfaces and would not generate significant stormwater runoff or change existing drainage patterns. Therefore, no impact to current drainage or circulation patterns of coastal waters would occur.

3. *Degrading natural erosion patterns by significantly altering littoral transport of sediments in terms of deposition or source reduction.*

The proposed facility will not affect natural erosion patterns or littoral transports of sediments.

4. *Degrading natural or existing drainage patterns by significantly altering groundwater flow and recharge and volume of runoff.*

The Sites are generally level and would require minimal grading to construct the facility. No trees would be removed at Site A; a total of 10 trees would be removed to facilitate construction at Site B. Drainage patterns would not be significantly altered by the construction and operation of the proposed facility. The proposed Sites currently consist of a compacted surface covered in lawn (Site A) and low shrubs and grass (Site B). Construction of the facility would mostly replace these areas with a gravel base. As a result, there would be no substantive change to existing stormwater drainage patterns, alteration of groundwater flow and recharge, or increase in the volume of runoff experienced today.

5. *Increasing the hazard of coastal flooding by significantly altering shoreline configurations or bathymetry, particularly within high velocity flood zones.*

The Sites lie outside of the 100-year and 500-year flood zones. Therefore, development and operation of the facility would not increase coastal flooding.

6. *Degrading visual quality by significantly altering the natural features of vistas and viewpoints.*

The visibility of the proposed facility at either Site A or B would be primarily limited to neighboring areas where the existing temporary tower can be seen today and the water tank was previously visible. The combination of relatively flat terrain and dense, mature tree canopy assist in limiting views from coastal vistas and viewpoints. The overall footprint of visibility would decrease when compared to that of the existing temporary tower, especially at distances beyond ± 0.5 mile. At a height of 30 feet lower than the existing temporary tower, a permanent facility at either location would be less prominent on the horizon as less vertical infrastructure would be silhouetted against the sky above the tree canopy and have less massing than the water tank before it. The proposed installation of the facility at either Site would

not degrade the visual quality or significantly alter the natural features of vistas and viewpoints within the coastal zone.

7. *Degrading or destroying essential wildlife, finfish or shellfish habitat by significantly altering the composition, migration patterns, distribution, breeding or other population characteristics of the natural species or significantly altering the natural components of the habitat.*

No open water habitat exists on or proximate to the sites that would support finfish or shellfish habitat. No essential wildlife habitat or rare, threatened or endangered species would be impacted by the Facility (Connecticut Department of Energy and Environmental Protection Natural Diversity Data Base determination letters, January 1, 2019; provided in Attachment 6 of the Application).

8. *Degrading tidal wetlands, beaches and dunes, rocky shorefronts, and bluffs and escarpments by significantly altering their natural characteristics or function.*

Development and operation of the proposed facility at either Site A or B would not alter the natural characteristics of any coastal resources as none exist on, adjacent or proximate to the proposed construction areas. The nearest coastal resources appear to be tidal wetlands located ± 0.1 mile to the southwest.

Based on the results of this analysis, it is APT's opinion that development of the proposed facility at either Site A or B would not result in, or contribute to, an adverse impact on coastal resources.

Q17. Referring to Application Tab 3, the fifth map has no legend, please provide.

A17. *The fifth map, Farmland Soils map, is enclosed as attachment 6. The version of this map provided in the Application inadvertently cut off portions of the map, including the legend.*

Q18. Referring to Application Tab 6, the Wetland Delineation field form for the proposed 1542 Boston Post Road site recommended a wetland protection plan based on a 2016 field analysis. Due to the development of new site plans, was the initial wetland impact statement/recommended protection plan subsequently modified?

A18. *No, a wetland protection plan is still recommended for Site A due to the close proximity of construction activities to nearby wetland resources. Please see attached Wetland Protection Plan for details. Should the Connecticut Siting Council approve Site A, the Wetland Protection Plan would be incorporated onto the Development & Management Plan.*

Q19. Referring to Application Tab 7, please supplement the visual assessment to include predictive visibility mapping that depicts potential year-round and seasonal visibility of the proposed towers within a half-mile of each site.

A19. *All-Points completed a Comparative Visual Assessment in April 2019 that, among other information, includes predictive visibility maps that depict*

potential year-round and seasonal visibility of the proposed towers within a half-mile of each site. A copy of the Comparative Visual Assessment report is provided as attachment 7.

CERTIFICATE OF SERVICE

I hereby certify that on this day, an original and fifteen (15) copies of the foregoing was sent electronically and delivered to the Connecticut Siting Council.

Dated: May 13, 2019



Christopher B. Fisher

cc: Parties and Intervenors

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445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Christopher B. Fisher
cfisher@cuddyfeder.com

May 3, 2019

VIA FIRST CLASS MAIL

Wright, Patricia K
37 Kirtland Street
Westbrook, CT 06498

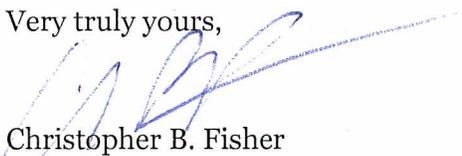
Re: MCM Holdings, LLC ("MCM") and Cellco Partnership d/b/a Verizon Wireless
("Cellco")
Wireless Telecommunications Tower Facility
Water Tank Facility Replacement
Westbrook, Connecticut

Dear Ms. Wright:

Our office previously mailed a notice on behalf of our clients, MCM Holdings, LLC ("MCM") and Cellco Partnership d/b/a Verizon Wireless ("Cellco"), with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on March 27, 2019 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Westbrook Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter along with a copy of the notice sent on March 27, 2019 is being sent via first class mail as a follow up.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,



Christopher B. Fisher

Enclosure

NOTICE

NOTICE IS HERBY GIVEN, pursuant to Section 16-50l(b) of the Connecticut General Statutes and Section 16-50/-1(e) of the Regulations of Connecticut State Agencies, of the intent of MCM Holdings, LLC (“MCM”) and Cellco Partnership d/b/a Verizon Wireless (“Cellco”) (together “Applicants”) to file an Application for a Certificate of Environmental Compatibility and Public Need with the Connecticut Siting Council (“Siting Council”) on or after March 29, 2019 to construct a wireless telecommunications tower facility (“Facility”) at one of two candidate sites within the Town of Westbrook. While two alternatives are proposed, only one candidate location would be constructed subject to the Siting Council’s decision.

Candidate A is a 0.61-acre parcel of land owned by the Connecticut Water Company located at 1542 Boston Post Road in the Town of Westbrook and identified as Map 182, Lot 007 on the Town of Westbrook Tax Map. Candidate A is the former site of a water tank facility and the current site of an existing temporary wireless tower facility. Candidate B consists of two parcels of land totaling approximately 2.31-acres near Candidate A off of Kirtland Street in the Town of Westbrook with no specific parcel address but identified as Map 182, Lot 003 (0.39 acre) and Map 177, Lot 122 (1.92 acres) on the Town of Westbrook Tax Map.

The Facility at either Candidate A or Candidate B will consist of a 130’ above grade level self-supporting monopole with other related equipment located at grade level within a fenced equipment compound.

The Application explains the need, purpose and benefits of the Facility and also describes the environmental impacts of the proposed Facility. The Facility will be shared by other wireless carriers including AT&T and T-Mobile which have facilities on the temporary tower currently.

A balloon, representative of the proposed height of the facility, will be flown at both candidate sites on the first day of the Siting Council public hearing on the Application or on such other date specified by the Siting Council at a time to be determined by the Siting Council, but anticipated to be between the hours of 12pm and 5pm. The Siting Council public hearing on the Application will be held in the Town of Westbrook.

Interested parties and residents of Westbrook, Connecticut are invited to review the Application during normal business hours after March 29, 2019 when the Application is anticipated to be filed, at the following offices:

Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Joan S. Angelini, CMC
Town Clerk, Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498



Christopher B. Fisher
cfisher@cuddyfeder.com

May 3, 2019

VIA FIRST CLASS MAIL

Westbrook Land Conservation Trust Inc
PO Box 1124
Westbrook, CT 06498

Re: MCM Holdings, LLC (“MCM”) and Cellco Partnership d/b/a Verizon Wireless
 (“Cellco”)
Wireless Telecommunications Tower Facility
Water Tank Facility Replacement
Westbrook, Connecticut

Dear Sir or Madam:

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If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'C. Fisher', is written over the typed name.

Christopher B. Fisher

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Joan S. Angelini, CMC
Town Clerk, Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498

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cuddyfeder.com

Christopher B. Fisher
cfisher@cuddyfeder.com

May 6, 2019

VIA FIRST CLASS MAIL

Norm Needleman, State Senator
Connecticut Senate District 33
Building 300 Capitol Avenue, RM 3900
Hartford, CT 06106

Re: Wireless Telecommunications Tower Facility
Connecticut Siting Council Application- Docket 485
Westbrook, Connecticut

Dear Senator Needleman:

Congratulations Senator on your election to serve the 33rd District.

We recently filed a tower application on behalf of MCM with the State Siting Council, a copy of which was forwarded to your office and confirmed received.

As part of our mailing we inadvertently listed your predecessor as the Senator for the 33rd District, which includes Westbrook.

Should you or your office have any questions about MCM's Siting Council application in Docket 485, feel free to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Chris Fisher', is written over the typed name.

Christopher B. Fisher

Enclosure

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10 Franklin Square
New Britain, CT 06051

Joan S. Angelini, CMC
Town Clerk, Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498

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The information in this document is CONFIDENTIAL and PROPRIETARY and may not be disclosed without written permission of Message Center Management, Inc.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated January 20, 2017, by and between THE CONNECTICUT WATER COMPANY with an address of 93 West Main Street, Clinton, CT 06413 (the "Landlord") and MESSAGE CENTER MANAGEMENT, INC., a corporation organized in the state of Delaware, with an address of 40 Woodland Street, Hartford, CT 06105 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as 1542 Boston Post Road, Westbrook, CT 06498, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises") and Tenant desires to lease a portion of the Premises, containing approximately seven thousand five hundred (7,500) square feet (the "Site") together with certain rights and easements as specified below in this Agreement. The Site is more particularly described and depicted as the "Site" on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Landlord is also the owner of an existing water tank ("Existing Water Tank") on the Property.

WHEREAS, Landlord shall remove the Existing Water Tank prior to Tenant building a new Antenna Tower ("Tower") on the Site. Such new Tower shall be subject to receipt of all approvals necessary for the construction of the new Tower.

WHEREAS, Landlord and Tenant shall work together to design a mutually agreeable new Tower on the Site.

WHEREAS, Tenant shall own then new Tower.

WHEREAS, Landlord and the Tenant desire that Tenant develop or operate the Site for the location of communications facilities.

WHEREAS, Landlord acknowledges and agrees not to enter into any agreements during the term hereof with another party, which agreement permits on the Premises, the uses permitted herein or similar thereto.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable considerations, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

a. The word "Licensee" as used in this Agreement refers to each party that enters into a license agreement, sub-license, sub-lease or other similar agreement with Tenant for use of space at the Site.

b. The word "License Agreement" as used in this Agreement refers to any license agreement, sub-license, sub-lease or other similar agreement with a Licensee at the Site executed by the Licensee and the Tenant.

c. The word "Equipment" as used in this Agreement refers to communications equipment, devices and other items of personal property located at the Site for the purpose of receiving and transmitting radio signals on designated frequencies.

d. "GCR" as used in this Agreement refers to gross collected receipts arising from license payments from Licensees at the Site that are actually collected and received by MCM during a monthly billing cycle. GCR shall specifically exclude sums, fees and/or payments payable by Licensees to MCM for utility consumption (including power and electricity usage), antenna installation and maintenance, site preparation, construction costs, intermodulation study, facilities coordination fee, generator usage fees and propane usage fees etc.

2. **GRANT OF LEASE** The Landlord hereby grants to Tenant an exclusive Lease to:
- a. License space on towers or other structures for the location of communications antennae and related Equipment at the Site;
 - b. Negotiate License Agreements and renewal License Agreements with prospective and existing Licensees;
 - c. Bill and collect license payments with Licensees and managing both the technological as well as the human relations aspects of the Site with the Licensees;
 - d. Verify that the installation, removal and maintenance of Licensee's Equipment at the Site is conducted in conformance with this Agreement and with any applicable License Agreement;
 - e. Operate the Site consistent with applicable Federal Communication Commission (the "FCC") and Federal Aviation Administration (the "FAA") rules and regulations and other applicable legal requirements of any governmental agency having jurisdiction over the Site relating to Tenant's activities at the Site;
 - f. Coordinate the use of the frequency spectrum to maximize the use of the Site while minimizing interference problems; and
 - g. Monitor the Licensees' compliance with such reasonable rules and regulations governing the Site as may be established from time to time by Tenant with respect to the security of and access to the Site.

3. **LEASE OF SITE** Commencing on the date immediately following the full execution of this Agreement by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant rents from Landlord the Site together with the following rights and easements (hereinafter referred to as the "Rights and Easements"):
- a. A non-exclusive twenty-five (25) foot wide easement over, under, across and upon that portion of the Premises extending from Boston Post Road to the Site shown on **Exhibit B** as "ACCESS EASEMENT" for the purposes of ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of the Tenant's or Licensee's equipment, improvements, structures and facilities on, at, upon, above, under and over the Site and to access the Site and any and all Communications Facilities (as defined below) located on the Site from time to time;
 - b. A non-exclusive twenty-five foot (25) wide easement over, under, across and upon that portion of the Premises extending from Boston Post Road to the Site shown on **Exhibit B** as "UTILITY EASEMENT" for the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. In addition, in the event any public utility company requires an easement or right-of-way to service the Site and/or Communications Facilities (as defined below), at no cost or expense to Tenant, Landlord hereby agrees to grant Tenant or such public utility companies such additional rights-of-way and easements in areas designated by Landlord which are acceptable to the applicable utility companies;
 - c. The right to tie into and use, in common with others, telephone and electric lines and other utility systems and facilities servicing the Premises and any facilities, structures, improvements and equipment now or hereafter situated on the Premises and to access the same;
 - d. The right to use all driveways at the Premises and park vehicles at the Premises as is necessary or appropriate for any and all of Tenant's activities at the Site and/or the operation of any and all Communications Facilities (as defined below) located on the Site;
 - e. The right to construct, install, operate, use, alter, maintain, repair, replace and remove equipment buildings, facilities, towers, generators, antennas, equipment, apparatus, structures, improvements, wiring, cables, pipes, guy wires, conduits, utility meters and all other ancillary equipment and appurtenances related, directly or indirectly, in any way thereto on the Site as Tenant determines, in Tenant's sole discretion, as necessary or appropriate or desirable for operation of any and all communications facilities on the Site or any portion thereof (collectively the "Communications Facilities"); and
 - f. Landlord grants Tenant the right to use such portions of the Premises as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facilities, including, but not limited to, (i) the right of ingress, egress, and regress to and from the Site for all purposes, including, but not limited to, construction machinery and equipment, (ii) the right to use such portions of the Premises as is reasonably necessary or desirable for storage of construction materials and equipment during construction of the Communications Facilities with the prior consent of Landlord, which shall not be unreasonably withheld, (iii) Landlord grants Tenant the right to clear all trees, undergrowth, and all other obstructions and to trim, cut,

and keep trimmed and cut, all tree limbs, branches and other impediments which may interfere with, adversely affect or extend into the vicinity of any of the Communications Facilities, and (iv) the right to construct and maintain Tenant's Improvements (as defined below) on any portion of the Premises and/or the area of the Rights and Easements as is reasonably necessary or desirable for the maintenance and operation of the Communications Facilities.

4. **GENERATOR**

a. Tenant shall install and own one (1) generator on the Site (the "Generator") as shown on Exhibit B for the shared use of Licensees. Tenant shall install and own the new propane tank ("Propane Tank") on the Site. The Propane Tank shall be connected to the Generator at the Site.

b. Any fees collected by Tenant from Licensees for Generator usage and Propane Tank usage shall be excluded from GCR.

c. In the event, a Licensee installs its own generator, propane shall be the only fuel source for such individual generator.

5. **USE** Tenant shall use the Site and Rights and Easements for the purpose of constructing, maintaining and operating Communication Facilities, uses incidental thereto and all necessary and/or desirable appurtenances thereto, including, but not limited to, the installation, construction, operation, maintenance, alteration and removal of any and all facilities, buildings, towers, shelters, structures, improvements, additions, security fences of chain link or comparable construction, equipment and other items of personal property, as determined from time to time by Tenant, in Tenant's sole discretion, now or in the future, for any and all such communications uses, including, but not limited to, telecommunications purposes, and purposes at the Site as determined by Tenant from time to time in Tenant's sole discretion (collectively the "Tenant's Improvements"). The Landlord agrees and acknowledges that Tenant shall own the Tenant's Improvements and Tenant shall remove or surrender the Tenant's Improvements prior to expiration or sooner termination of this Agreement in accordance with Paragraph 13 below. Landlord agrees not to transfer, sell, lease, license or use any other portion of the Premises for the use, installation, operation or maintenance of other Communications Facilities. This restriction shall be binding upon each and every subsequent transferee, owner and/or buyer of the Premises.

6. **RENT**

7. **TERM**

a. This Agreement shall commence on the date following the full execution by the Landlord and the Tenant and continue in full force and effect for a period of ten (10) years following the completion of the tower on the Site (the "Initial Term"), subject to the exercise of the Tenant's termination options set forth in Paragraph 8 below.

b. Provided this Agreement is in full force and effect, then this Agreement shall automatically be extended for six (6) additional periods of Ten (10) years each, unless Tenant provides written notice to Landlord sixty (60) days prior to the expiration of the Initial Term or any Extension Term (as defined below),

of its intention not to extend this Agreement. These additional periods shall be referred to as the "Extension Term(s)". The first Extension Term shall commence on the date immediately following the originally fixed expiration date of the Initial Term. The second Extension Term shall commence on the date immediately following the originally fixed expiration date of the first Extension Term. The third Extension Term shall commence on the date immediately following the originally fixed expiration date of the second Extension Term. The fourth Extension Term shall commence on the date immediately following the originally fixed expiration date of the third Extension Term. The fifth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fourth Extension Term. The sixth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fifth Extension Term. The terms and conditions of this Agreement shall apply during the Initial Term and any Extension Term. The Initial Term and each Extension Term are collectively hereinafter referred to as the "Term"

c. Provided the term of a License Agreement is longer than the then existing Term of this Agreement, then the Term of this Agreement shall be deemed to be extended and modified to ninety (90) days after the expiration date of the term set forth in the License Agreement.

8. **TERMINATION OPTION** Tenant shall, at Tenant's option, have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events or circumstances: (a) any certificate, permit, license or approval necessary for the use, construction or operation of the Communications Facilities on, or at the Site in any manner intended or contemplated by Tenant from time to time is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant, in its sole discretion, determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) Tenant determines that the Site is inappropriate or unsuitable for the uses intended by Tenant or based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission; or (c) Tenant determines that Landlord does not have good and marketable title to the Site or does not have the full power and authority to enter into and execute this Agreement or the Site is encumbered in any way whatsoever which restricts, limits or interferes with Tenant's use thereof. Upon any such termination by the Tenant, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove Tenant's Improvements as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

9. **ASSIGNMENT AND ENCUMBERING** This Agreement and any and all rights and interests hereunder may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company, to any successor entity with or into which Tenant is sold, merged or consolidated, or to any entity resulting from a reorganization of Tenant or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement shall not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld or delayed. In addition, Tenant may, from time to time, grant to lenders a collateral assignment of Tenant's interest in this Agreement and/or a lien on and security interest in any and all assets and personal property of Tenant located on the Site including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Tenant.

10. **LICENSING OR SUBLEASING** Tenant may grant License Agreements with respect to all or any part of the Site, including, but not limited to, the use of the Rights and Easements and of ground space and space on any Improvements at the Site to any and all third parties on such terms and conditions as Tenant shall determine in its sole discretion. Tenant shall provide Landlord with written notice of a proposed License Agreement (the "License Notice") attached hereto and made a part hereof as **Exhibit F**. Tenant may sublet all or part of the Site without Landlord's consent.

11. **ACCESS** Authorized representatives of Tenant and the Licensees shall be allowed nonexclusive access at all times to the Site. Tenant shall provide to the Landlord a list of all persons who are authorized by Tenant or the Licensees to have access to the Site. Tenant will establish security procedures in connection with use of the Site.

12. **UTILITIES** Landlord agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Landlord or the servicing utility company. Tenant will pay for all utilities used by Tenant at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. Reimbursement for utility usage will be billed to Licensees by Tenant as a separate item.

a. Tenant will install when possible a separate electric meter for the Site or one meter per Licensee. If a separate meter or meters are installed, Landlord will cooperate with Tenant, as necessary in instructing the utility company to send bills directly to MCM or the Licensee, as applicable, for payment.

b. If a separate meter or meters are not installed, Tenant shall bill each Licensee for reimbursement of the electricity used by such Licensee based on the projected consumption of the equipment installed by the Licensee operated on a 24/7 basis. Tenant shall remit to Landlord on a monthly schedule such reimbursements of electricity collected from the Licensee.

c. If the operation of any of the Equipment or Communications Facilities fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Landlord, then Landlord will promptly use reasonable diligence to restore the electrical power available to the Site including, but not limited to, any Equipment or Communications Facilities located thereon.

13. **REMOVAL OF TENANT'S IMPROVEMENTS** Ownership and title to all of Tenant's Improvements, including, but not limited to, any and all improvements, fixtures, equipment, structures, facilities and all other items of personal property constructed or installed by Tenant on the Site shall remain with Tenant, and all Tenant's Improvements constructed, installed or utilized by Tenant shall at all times be and remain the property of Tenant, regardless of whether such Tenant's Improvements are attached or affixed to the Site. Tenant shall remove all Tenant's Improvements at the Site and restore the Site to its original above grade condition, reasonable wear and tear, casualty and condemnation excepted, within thirty (30) days after the expiration or sooner termination of this Agreement. At Landlord's option, to be exercised by Landlord's written notice received by the Tenant within sixty (60) days prior to the expiration or sooner termination of this Agreement, Tenant will leave the foundation and security fence on the Site to become the property of Landlord. If removal of such property causes Tenant to remain on the Site for more than thirty (30) days after the expiration or sooner termination of this Agreement, then Tenant shall pay rent at the then existing rental compensation rate on a pro rated basis until such time as the removal is completed.

14. **INDEMNIFICATION** Tenant shall indemnify and hold Landlord harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Site by Tenant or its employees or agents, or breach by Tenant of any of the material terms, covenants or representations under this Agreement, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Landlord or its employees, contractors, agents or representatives. Landlord shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Landlord or its employees, contractors, agents or representatives, or breach by Landlord of any of the material terms, covenants or representations under this Agreement excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Tenant or its employees, contractors, agents or representatives.

15. **INSURANCE**

a. Tenant will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Tenant shall furnish the Landlord with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Landlord not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Landlord as an additional insured.

b. Landlord will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Landlord shall furnish the Tenant with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Tenant as additional insured.

c. Tenant will require Licensees and Licensees' contractors to carry, in full force and effect during the term of any License Agreement at the Site, general liability insurance including personal property, bodily injury and worker's compensation. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located, and shall be in a minimum amount of \$2,000,000.00. Said policies shall name Tenant and Landlord as additional insureds. The Licensees will be required to provide certificates to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify the Landlord and Tenant not less than thirty (30) days prior to the termination thereof.

d. Landlord shall keep the buildings and improvements now existing or hereafter constructed at the Premises insured against loss by fire hazards included within the term "extended coverage", and such other hazards as deemed prudent for such properties and in such amounts so as to prevent co-insurance. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located. Landlord shall provide a certificate to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein.

e. Landlord and Tenant agree to have included in their insurance policies a waiver of the insurer's right of subrogation against Landlord or any additional insured during the Term, or if such waiver should be unobtainable or unenforceable, (i) an agreement that such policies shall not be invalidated if the insured waives the right of recovery against the party responsible for a casualty covered by the policy before the casualty; or (ii) any other form of permission for the release of Landlord or any additional insured. The limits of such insurance shall, however, not limit any liability of Licensee hereunder.

f. Upon the execution of this Agreement, and at least thirty (30) days prior to the expiration of such policies, Landlord and Tenant shall exchange certificates of insurance evidencing the above insurance policies.

16. **DAMAGE AND REPAIR** Tenant shall keep the Site, including any Communications Facilities thereon, in reasonable condition excepting reasonable wear and tear, casualty and condemnation and Tenant shall not commit waste or deterioration. If any and all of Tenant's Improvements and Licensee's equipment, fixtures, improvements and other items of personal property located on the Site are damaged or destroyed as a result of any omission, act, fault, negligence or misconduct of Landlord or any of Landlord's employees, agents, representatives or contractors, then Landlord shall promptly pay for the repair and/or replacement of said damaged or destroyed improvements, equipment, fixtures and personal property.

17. **REPRESENTATIONS AND WARRANTIES**

a. **The Landlord Represents and Warrants That:**

i. Landlord has the full legal right and power and all authority and approvals required to execute and deliver this Agreement and to perform fully its obligations hereunder;

ii. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Landlord in accordance with its terms;

iii. No other consent, authorization, or approval of or filing of registration with any governmental or regulatory authority or any other person or entity is required in connection with the execution, delivery, and performance of this Agreement by the Landlord or for the use of the Site for the purposes described herein;

iv. The execution, delivery, and performance of this Agreement by the Landlord will not:

1. violate any statute, law, rule or regulation or any order, writ, or injunction of any court or governmental authority to which the Landlord is subject to or by which any of its assets may be bound; or

2. violate, conflict with or constitute a default (or give risk to any right of termination, cancellation or acceleration) under any Agreement or restriction of any kind to which the Landlord is a party or by which any of its assets may be bound;

v. Landlord is the owner and has good and marketable title to the Premises. There are no encumbrances, restrictions, covenants or deeds to secure debt, mortgages, liens or judgments encumbering the Premises except as set forth in Exhibit A-1. Landlord further warrants that there are no other encumbrances affecting title to the Premises and/or any agreements with any third parties that would prevent, impair or restrict Tenant from using the Site for all uses and purposes intended and/or contemplated by Tenant as herein set forth in this Agreement except as set forth in Exhibit A-1. Except as expressly

permitted under this Agreement, the Landlord covenants and agrees that the Landlord will not create or permit to be created any title encumbrances (including, without limitation, restrictions, easements, licenses, agreements, leases or tenancies) affecting the Site and the Rights and Easements in any matter whatsoever during the Term of this Agreement. Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Site and the Rights and Easements for the purposes set forth herein. Landlord agrees to cooperate with Tenant's efforts to obtain the above mentioned documents or obtaining requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any non-disturbance agreement required in this Agreement, Tenant, at Tenant's option, may withhold and accrue the rental compensation or any prorated portion thereof until such time as all such documentation is received by Tenant;

vi. Landlord has not signed any listing agreement, dealt with or otherwise agreed to pay any commission, finder's fee or other like compensation to anyone in connection with this Agreement, the option to lease the Site, the lease of the Site or the transaction contemplated by this Agreement; and

vii. Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorney's fees, incurred as a result of any breach or misrepresentation by Landlord in this Paragraph 17(a).

b. **The Tenant Represents and Warrants That:**

i. It is a corporation organized in accordance with the laws of the State of Delaware and duly authorized as a foreign corporation doing business in Connecticut;

ii. The execution, delivery, and performance of this Agreement by Tenant is duly authorized and this Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms;

iii. The execution, delivery, and performance of this Agreement by Tenant will not violate, conflict with or constitute a default under any Agreement to which Tenant is a party; and

iv. Tenant will be responsible, at its expense, for all zoning, zoning approvals and approvals from the FCC and the FAA, for use of the Site for the construction and operation of Communications Facilities.

18. **COMPLIANCE WITH LAWS**

a. Throughout the Term of this Agreement, Tenant, at its sole cost and expense, shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, including the FCC and the FAA.

b. Landlord shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, having jurisdiction over the Premises.

19. **INSPECTIONS** Landlord shall permit Tenant and Licensees during the entire Term of this Agreement and any extension thereof, free and unimpeded pedestrian and vehicular ingress and egress to the Premises, including, but not limited to, the Site, by Tenant and its employee, agents, contractors and government officials to conduct structural strength analyses, subsurface boring tests, environmental inspections, assessments and tests, radio frequency tests and such other tests, investigations and similar activities as Tenant may deem necessary or desirable in the Tenant's sole discretion (collectively, the "Inspections"), at the sole cost of Tenant. Tenant and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Premises, including, but not limited to, the Site, to conduct such Inspections. Tenant shall indemnify and hold Landlord harmless against any actual loss or actual damage for personal injury and physical damage to the Premises, excepting reasonable wear and tear, that solely and directly arise out of the willful misconduct or gross negligence of the Tenant with respect to Tenant's conduct of Inspections permitted under this Paragraph 19.

20. **SURVEY** During the entire Term of this Agreement, Landlord also hereby grants to Tenant the right to survey the Premises, including, but not limited to, the Site and the Rights and Easements or any portion thereof (the "New Survey"). The legal description of the Site and/or the Rights and Easements as set forth or depicted on any New Survey shall at the sole option of the Tenant, then automatically become **Exhibit C**, which New Survey shall be attached hereto and made a part hereof upon Tenant's written notice to the Landlord stating Tenant's election to attach the New Survey as **Exhibit C** to this Agreement. The New

Survey shall control in the event of any discrepancies in the description and/or location of the Site and any Rights and Easements between the New Survey and **Exhibit B**.

21. **GOVERNMENTAL APPROVALS** Landlord agrees and acknowledges that Tenant's ability to use the Site is contingent upon its obtaining all licenses, certificates, permits, zoning approvals and other approvals that may be required by any and all federal, state or local authorities in connection with the use, construction, installation, maintenance and removal of telecommunications facilities, improvements, structures and equipment at the Site (collectively the "**Approvals**"). Landlord shall cooperate with Tenant during the entire Term of this Agreement in obtaining such Approvals and the Landlord further agrees that, promptly upon the request of Tenant, at the cost and expense of Tenant, Landlord will execute applications and other documentation for Approvals as may be filed with respect to the Premises, including, but not limited to, the Site, including, but not limited to, a Letter of Authorization attached hereto as **Exhibit D** and made a part hereof. Landlord shall take no action that would adversely affect the Site and the proposed use thereof by the Tenant. If at any time during the Term of this Agreement, Tenant determines that it is unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant for any reason whatsoever, or Tenant determines that the Site is unsuitable for use for the operation of Communications Facilities or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement, including, but not limited to, the obligations set forth in Paragraph 5 above.

22. **TAXES**

a. Tenant shall be responsible for paying one hundred (100%) percent of any and all real and/or personal property taxes levied or assessed against and directly attributable to the Tenant's Improvements on the Site (the "**Improvement Taxes**"). Landlord shall provide prior written notice to Tenant together with a copy of the tax bill of any Improvement Taxes in time sufficient for Tenant (i) to determine whether it desires to contest any or all Improvement Taxes payable by Tenant under this Agreement; and (ii) to appear before the taxing authority and contest said assessment. If Tenant desires such Improvement Taxes to be contested, Tenant shall promptly notify Landlord thereof, in which case, Landlord shall pursue such contest with all due diligence and in good faith. If Landlord refuses to bring such proceedings, Tenant shall have the right to contest, in good faith, the validity or the amount of the Improvement Taxes and may defer payment of such obligations, pay the same under protest or take such other steps as Tenant may deem appropriate. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. Tenant shall receive, during and subsequent to the Term of this Agreement, Tenant's Share of any tax and assessment refunds and/or rebates attributable to any period during the Term of this Agreement for which Tenant has paid Tenant's Share of Improvement Taxes and all such rights of Tenant to such refunds and/or rebates shall survive the expiration or earlier termination of this Agreement.

b. In the event Landlord receives a tax bill for Improvement Taxes or any portion thereof from an applicable taxing authority, Landlord shall furnish a copy of such tax bill to Tenant and Tenant shall pay to Landlord Tenant's Share of Improvement Taxes within thirty (30) days after Landlord has furnished Tenant with a copy of the tax bill and a copy of Landlord's computations establishing the amounts payable by Tenant with such reasonable substantiating evidence in support of Landlord's tax computation as Tenant may reasonably request and/or require. Landlord shall pay the entire amount of Improvement Taxes to the applicable taxing authority on or before the date such taxes become delinquent. Tenant may, at Tenant's option, pay any and all delinquent amounts of Improvement Taxes levied or assessed against the Premises together with any late fees, lien charges and other costs and expenses and interest accruing or arising from any such delinquent taxes levied against the Premises and then deduct and offset any and all amounts paid by Tenant from future rents and other sums due and payable to the Landlord under this Agreement. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted

against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.

c. However, in the event Tenant receives a tax bill for Improvement Taxes or any portion thereof from an applicable taxing authority, Tenant shall furnish Landlord with a copy of the tax bill and a copy of Tenant's computations establishing the amounts payable by Landlord. Tenant shall deduct and offset Landlord's Share of Improvement Taxes from future payments of rent and other charges and sums payable by Tenant as set forth on the applicable tax bill(s) from the taxing authority to Landlord under this Agreement and Tenant shall pay the entire amount of Improvement Taxes to the applicable taxing authority on or before the date such taxes become delinquent. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.

d. Except for the Improvement Taxes, Landlord shall pay the entire amount of any and all real property taxes, impositions, charges and assessments levied or assessed against the Premises to the applicable taxing authority, on or before the date such taxes become delinquent (collectively the "**Landlord's Taxes**"). Tenant may, at Tenant's option, pay any and all delinquent amounts of Landlord's Taxes levied or assessed against the Premises together with any late fees, lien charges and other costs and expenses and interest accruing or arising from any such delinquent taxes levied against the Premises and then deduct and offset any and all amounts paid by Tenant from future rents and other sums due and payable to the Landlord under this Agreement. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.

e. Landlord's entry into this Agreement does not include any entitlement to tax benefits associated with the ownership, installation or operation of the Equipment or Communications Facilities, including without limitation any local, state, utility, regional, system operator or federal rebate, incentive, tax credit, depreciation or other tax deductions with respect to the Equipment or Communications Facilities, whether existing on the date of this Agreement or created or enacted thereafter, but excluding any incentive or credit available or that may become available specifically to property owners hosting communications facilities.

23. **RIGHT OF FIRST REFUSAL:** If Landlord proposes during the Term to:

- (i) sell or otherwise transfer all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part,
- (ii) sell or otherwise transfer by grant, easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant, or a larger portion, thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such party, or
- (iii) sell or transfer, by easement or otherwise, all or any portion of its rights or interests in, under or to this Agreement,

Then:

a. Landlord shall provide written notice to Tenant and Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest to such third person in accordance with the terms and conditions of such third party offer (the "**Offer**"). If Landlord changes the economic terms and conditions from those contained in the original Offer sent to Tenant, then Landlord shall be obligated to offer such revised terms to Tenant pursuant to a new Offer. For purposes of this Paragraph, any transfer, bequest or devise of the Landlord's interest in the Site as a result of the death of the Landlord, whether by will or intestate succession, shall not be considered a sale for which the Tenant has any right of first offer. In addition, Tenant's rights to purchase as set forth in this Paragraph 23 shall be binding upon each and every subsequent owner, buyer and/or transferee of the Premises; and

b. 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 Tenant's rights hereunder under the terms of this Agreement. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement or any portion to said third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for full performance of this Agreement.

24. **TRANSFER OF INTEREST** Landlord shall provide Tenant with notice upon or immediately after a sale or transfer of Landlord's interest in the Premises or this Agreement. Landlord shall require the buyer or transferee to assume in writing all of the obligations of Landlord under this Agreement. Notwithstanding anything contained herein to the contrary, Landlord shall continue to remain liable for all accrued liability, if any, up to the date of such sale or transfer and Landlord shall continue to remain liable hereunder after such sale or transfer. The Landlord agrees that the Landlord shall obtain a written assumption agreement in favor of Tenant from each and every buyer or transferee that shall provide for the assumption by each and every buyer or transferee of all obligations of the Landlord under this Agreement to the satisfaction of Tenant.

25. **EXCLUSIVE USE AND INTERFERENCE** If in the Tenant's sole judgment, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any facilities, structures, improvements or equipment on the Premises, Landlord agrees, at its sole cost and expense, to take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Landlord agrees to immediately cease using the facilities, structures, improvements or equipment which is creating the interference or require the party causing the interference to cease using the facilities, structures, improvements or equipment which is creating the interference until the interference is resolved. If Landlord cannot eliminate such interference after using its best efforts to do so, the Tenant, at Tenant's sole option may terminate this Agreement without further obligation or liability on the part of Tenant, other than Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

26. **QUIET ENJOYMENT** Landlord covenants that Tenant, on paying the consideration as specified herein and performing the covenants, terms and conditions required of Tenant contained herein, shall peaceably and quietly have, hold and enjoy the Site and the leasehold estate created hereunder together with the Rights and Easements and all other rights, privileges and benefits granted to Tenant under this Agreement.

27. **CONDEMNATION** If the whole of the Premises or such portion thereof as will make the Site unusable or unsuitable or interferes with the Tenant's use or operation of the Site for Communications Facilities as determined by Tenant in its sole discretion, or if any area subject to Rights and Easements granted to Tenant hereunder, is condemned by any legally constituted public authority, then this Agreement, and the Term hereby granted, shall, in Tenant's sole option, cease from the time of Tenant's election to terminate this Agreement, and rental shall be equitably prorated and accounted for as between Landlord and Tenant as of that date. Except as set forth above, a partial taking or condemnation shall not affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation in any condemnation proceeding for (i) the taking of Tenant's leasehold interest hereunder and the special value of Tenant's rights under the Agreement; (ii) the taking of Tenant's Improvements; and (iii) any and all Tenant's expenses, losses (including, but not limited to, Tenant's loss of business and any interruption in business arising therefrom), damages, moving and/or relocation expenses incurred in connection therewith.

28. **SUBORDINATION** This Agreement shall be subordinate to any deed to secure debt or mortgage by Landlord which now or hereafter may encumber the Site, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, in a separate agreement with Tenant, agree that in the event of a foreclosure or conveyance in lieu of foreclosure affecting Landlord's interest in the Site, such holder shall recognize and confirm the validity and existence of this Agreement and the rights, benefits and interests of Tenant hereunder, and this Agreement shall continue in full force without any disturbance by the holder and Tenant shall have the right to continue its use and occupancy of the Site, use of all Rights and Easements, and the use and enjoyment of all other rights, interests and benefits granted hereunder in accordance with the provisions of this Agreement as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Site is encumbered by a deed to secure debt or mortgage on the commencement date of this Agreement, Tenant shall furnish to Landlord a non-disturbance agreement, and Landlord, no later than ten (10) days after receipt of such non-disturbance agreement, shall return to Tenant such non-disturbance agreement executed in recordable form by the holder of each deed to secure debt or mortgage. Tenant may, at Tenant's option,

terminate this Agreement at any time if a non-disturbance agreement satisfactory to Tenant is not executed by each and every holder of each deed to secure debt or mortgage as required in this Paragraph.

29. **BREACH**

a. If Tenant shall fail to pay any rental amounts payable under this Agreement within thirty (30) days of when such applicable payment was due and payable to the Landlord pursuant to Paragraph 5 above ("Monetary Breach"), or if Tenant should fail to perform any other of the material covenants, terms or conditions of this Agreement (a "Non-Monetary Breach"), then Landlord shall, prior to exercising any rights or remedies against Tenant on account thereof, first furnish Tenant with written notice of the applicable failure or breach and Tenant shall thereafter have thirty (30) days to cure a Monetary Breach and ninety (90) days to cure a Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Tenant shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Tenant promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Tenant prosecutes the curing of the Non-Monetary Breach with due diligence.

b. If Landlord should fail to perform any material covenants, terms or conditions of this Agreement (Non-Monetary Breach), then Tenant shall, prior to exercising any rights or remedies against Landlord on account thereof, first furnish Landlord with written notice of the applicable failure or breach and Landlord shall thereafter have ninety (90) days to cure the Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Landlord shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Landlord promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Landlord prosecutes the curing of the Non-Monetary Breach with due diligence.

30. **NOTICE OF LEASE** At the request of Tenant, Landlord agrees to execute a notice or memorandum of this Agreement in the form more particularly described in Exhibit E attached hereto and made a part hereof for recording on the applicable land records in compliance with applicable law. Such notice or memorandum of this Agreement shall contain a description of the Site, the Rights and Easements, the Term of this Agreement and such other additional information desired by Tenant to be recorded in the applicable land records for the purpose of giving public notice thereof to third parties.

31. **LANDLORD ESTOPPEL CERTIFICATES** Landlord agrees, within ten (10) days of Tenant's request, to execute and deliver to Tenant or any assignee or transferee, on a form prepared by or on behalf of the party so requesting, an estoppel certificate (i) ratifying the Agreement and confirming that there are no modifications or amendments to the Agreement, except as may be stated in the certificate, (ii) confirming the commencement and expiration dates of the Agreement, (iii) certifying to the best of Landlord's knowledge and belief that Tenant is not in default under the Agreement, and that there are no offsets or defenses to enforcement of the Agreement, except as may be stated in the certificate, and (iv) stating the date through which annual rental has been paid.

32. **NOTICES** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, or delivering such notice to an overnight commercial courier service addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

Tenant: Message Center Management, Inc.
40 Woodland Street
Hartford, CT 06105

Landlord: The Connecticut Water Company
93 West Main Street
Clinton, CT 06413

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

33. **CONFIDENTIALITY** Except for the recording of the Notice of Lease of this Agreement on the applicable land records and as otherwise required by law, Landlord or its employees shall not for any reason, or at any time during or after the Term of this Agreement, use or disclose to any person (except as required under this Agreement) any Confidential Information of Tenant, unless authorized to do so in writing by Tenant. "Confidential Information" means (i) all terms of this Agreement; (ii) all information regarding Tenant's processes, products, strategies, technology, machinery, customers, prospective customers, or apparatus; (iii) all drawings, data, sketches, plans, reports, test results, reports of errors, problems, defects or suggestions prepared by or for Tenant or provided by Tenant in connection with this Agreement; (iv) all information that should reasonably be understood by Landlord to be confidential or proprietary based on the nature of the disclosure or of the information; and (v) any and all information that is identified as "confidential," "proprietary," or the like at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that was public domain at the time of the initial disclosure or that has become known through no act or failure to act on the part of Landlord. Landlord agrees to protect Confidential Information from unauthorized use or disclosure using the same degree of care as it employs in maintaining its own confidential information, but in no event with less than a reasonable degree of care.

34. **FURTHER ASSURANCES** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Site and any and all Communications Facilities contemplated by Tenant thereon) as the other may reasonably require to consummate, evidence or confirm this Agreement, including, but not limited to, the Agreement contained herein, in the manner contemplated hereby. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Tenant may, in addition to all other rights and remedies available to Tenant under this Agreement and/or applicable law, withhold and accrue the rental compensation payable under the Agreement until such time as all such documentation is received by Tenant.

35. **NO PARTNERSHIP** Landlord does not, in any way or for any purposes, hereby become a partner of Tenant in the conduct of Tenant's business or otherwise, or joint ventures or a member of a joint enterprise with Tenant.

36. **HAZARDOUS SUBSTANCES** Landlord hereby warrants and affirms that to the best of Landlord's knowledge after reasonable investigation there are no hazardous substances in, on or under the Premises. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive, carcinogenic, toxic or bio-hazardous, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any Environmental Law, as the same may hereafter be amended. "Environmental Law" means any and all federal, state and local laws, rules, regulations, orders, permits, licenses, registrations, consent agreements, guidelines, standards or policies that regulate or impose standards of liability or conduct with respect to the protection of human health, the environment, or natural resources, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 *et seq.*, the Water Pollution Control Act, 33 U.S.C. Sec. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, and the Emergency Planning and Community Right-to-Know Act (SARA Title 4, 42 U.S.C. Sec. 11001 *et seq.*

37. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

a. Landlord hereby warrants and affirms that the Premises, Landlord's use of the Premises, and Landlord's operation of any business or facility on the Premises, complies with all Environmental Laws. Landlord further warrants and affirms that at least until such time as the expiration of the Lease, Landlord will continue to comply with all Environmental Laws with respect to the Premises and Landlord's use thereof and operation thereon. Landlord will be solely responsible for, and shall pay all costs associated with, all of Landlord's obligations of compliance with any and all Environmental Laws and any environmental 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 or formerly conducted in, on, or in any way related to, the Premises unless such activity was conducted by Tenant.

b. In the event that any hazardous substance is discovered in any soil, surface water, ground water, or soil vapor in, on or under the Premises, Landlord shall immediately notify Tenant of such discovery and provide Tenant with all information and details that it may have regarding the discovery. If such hazardous substance did not result from Tenant's use of the Site and Tenant's operations thereon, Landlord shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Landlord. In the event that such discovery of hazardous substance on the Premises did result from Tenant's use of the Site and Tenant's operations, thereon, Tenant shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Tenant or Licensee. In no event, however, shall any such investigation, remediation or monitoring interfere with Tenant's use of the Site, Rights and Easements and/or operations of Communications Facilities thereon.

38. ENVIRONMENTAL INDEMNITY Landlord hereby agrees to defend, indemnify and hold Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation attorneys and consultants' fees), sanctions, penalties, assessments and claims of any and every kind and nature, paid, incurred or suffered by, or asserted against, Tenant for, with respect to, or as a direct or indirect result of, any of the following:

- (a) Landlord's breach of its warranties and obligations as set forth in paragraphs 36, 37 and 38 hereof.
- (b) the presence in, on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises (including any structures on the Premises) or any portion thereof, of any hazardous substances not caused by Tenant;
- (c) the storage, disposal, transport or treatment of any hazardous substances not generated by Tenant at the Premises;
- (d) Landlord's failure to comply with any Environmental Law; and
- (e) any lien against the Premises or any portion thereof or any interest or estate therein created, permitted or imposed by the Environmental Laws, provided that such lien is not caused by Tenant's actions or failure to act.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE AGREEMENT.

39. FORCE MAJEURE If either party is unable in whole or in part to carry out its obligations hereto by any reasons of force majeure, said party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of Government of the United States of America of any of its departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms of extraordinary force; floods; washouts; droughts; civil disturbances; explosions; disruptions to equipment's manufacturing process, including labor strikes and lockouts, beyond the control of either party; the inability of an equipment manufacturer to deliver equipment ordered by either party in a timely manner due to reasons beyond the control of the party.

40. BINDING EFFECT This Agreement and the terms, conditions and obligations hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of Landlord and Tenant. It is understood and agreed that each of the terms, provisions, covenants and agreements made by Landlord in this Agreement, whether affirmative or negative in nature, shall run with the land of the Premises for the benefit of the Site and shall be binding upon Landlord and each successive owner during its ownership of any portion of the Premises and upon each person having an interest therein derived through the owner thereof.

41. ENTIRE AGREEMENT This Agreement constitutes the complete agreement by and between Tenant and Landlord. This Agreement cannot be modified or supplemented in any manner except by a written agreement executed by Landlord and Tenant. **Exhibit A, Exhibit A-1 and Exhibit B** attached to this

Agreement are incorporated into this Agreement and made a part of this Agreement. A New Survey shall, at the option of the Tenant, be attached to and made a part of this Agreement as **Exhibit C** upon notice from Tenant to Landlord. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

42. **MAINTENANCE** Landlord shall maintain the Premises surrounding the Site in good condition and state of repair.

43. **MUNICIPAL EQUIPMENT** Tenant shall use reasonable efforts to provide space on the Tower for municipal antennas ("**Municipality's Equipment**") at a location which is mutually agreeable to the municipality and Tenant. At such time the municipality and Tenant shall enter into a license agreement for use of space on the Tower at the rental cost of One Dollar (\$1.00) per year.

44. **ARBITRATION** All controversies relating to, in connection with or arising out of this Agreement, its modification, making or authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association. The Arbitration Proceeding to be heard by one arbitrator and under the "Rules of Commercial Arbitration" as they exist at the effective date of this Agreement (including provisions as to payment of fees and expenses). Arbitration shall be held in the State of Connecticut. All notices or service shall be made as required by the aforesaid rules.

45. **SEVERABILITY** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.

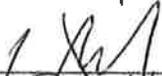
46. **GOVERNING LAW** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Site is located.

47. **CONSTRUCTION** Each provision of this Agreement has been mutually negotiated, prepared and drafted; each party has been represented by legal counsel, and in connection with the construction of any provision hereof or deletions herefrom no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision or deletion.

IN WITNESS WHEREOF, each of the undersigned have duly authorized and executed this Agreement as of the date and year first above written.

LANDLORD: THE CONNECTICUT WATER COMPANY


Witness Cindy F. Gaudino


Witness D. Sabornier

By:  Date: 1/19/17

Print Name: CRAG PATRA
Title: VP-SERVICE DELIVERY

TENANT: MESSAGE CENTER MANAGEMENT, INC.


Witness Maria A. Scotti

Witness [Signature]

By:  Date: 1-20-17

Print Name: Maria A. Scotti
Title: Director

EXHIBIT A

Legal Description of Premises

ONE CERTAIN PIECE OF LAND SITUATED ON THE NORTHERLY SIDE OF STANNARD HILL SO CALLED IN SAID TOWN OF WESTBROOK, AND BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT AN IRON PIPE OR STAKE IN THE HIGHWAY AT THE SOUTHWEST CORNER OF THE PREMISES HEREIN CONVEYED, WHICH IRON PIPE OR STAKE IS ONE HUNDRED AND FIFTY SIX AND TWO-TENTHS FEET WESTERLY FROM THE SOUTHEAST CORNER OF THE PROPERTY OF KATE H. SPARROW AS APPEARS ON MAP ON FILE IN THE TOWN CLERK'S OFFICE IN SAID WESTBROOK ENTITLED "MAP OF PROPERTY OF MR. EUGENE CULORR AND KATE H. SPARROW, WESTBROOK, CONN. SEPTEMBER 1927" THENCE RUNNING NORTHERLY ALONG LAND OF KATE H. SPARROW TWO HUNDRED AND SEVENTY-THREE FEET TO A STAKE IN A STONE WALL DIVIDING THE PREMISES HEREIN CONVEYED FROM LAND OF SARAH E. WILCOX; THENCE RUNNING WESTERLY ALONG SAID STONE WALL ONE HUNDRED FEET TO LAND OF GORUNER R. LEWIS; THENCE RUNNING SOUTHERLY ALONG LAND OF SAID GORUNER R. LEWIS TWO HUNDRED AND SIXTY-SIX FEET TO AN IRON PIPE IN THE HIGHWAY; THENCE RUNNING EASTERLY ALONG STONE WALL AND HIGHWAY ONE HUNDRED FEET TO POINT OF BEGINNING. FOR THE FURTHER DESCRIPTION REFERENCE IS HAD TO SAID MAP ON FILE AT TOWN CLERK'S OFFICE IN WESTBROOK.

PARCEL ID #C0071600
MAP/BLOCK/LOT: 182-007

EXHIBIT A-1

Encumbrances Affecting the Premises

EXHIBIT B

Site Diagram of Site and Rights and Easements

SEE FOLLOWING FIVE (5) PAGES

Exhibit B (pg 1 of 5)



**ALL-POINTS
TECHNOLOGY CORPORATION**
3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTS TECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

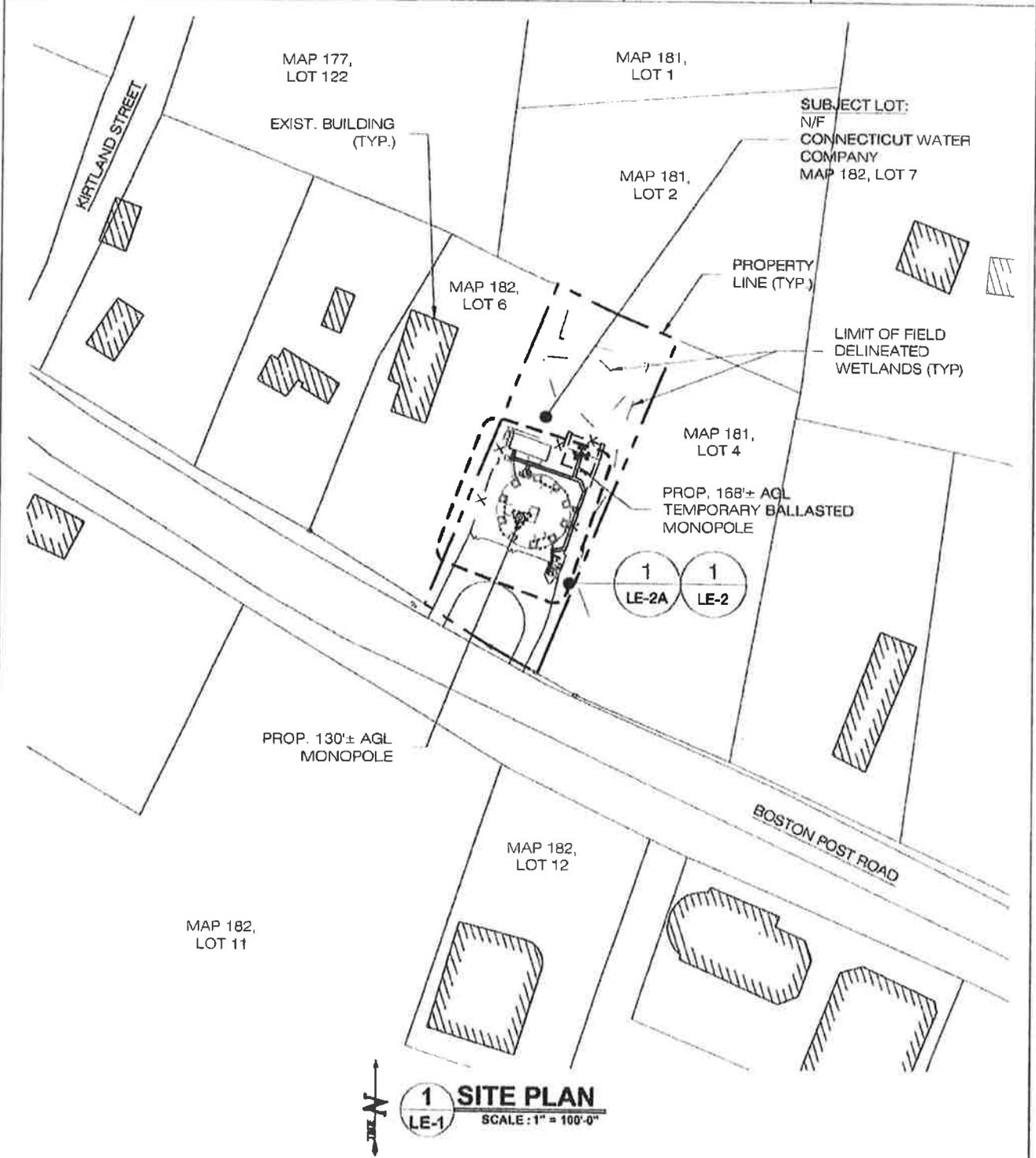
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LE-1	
SCALE: AS NOTED	DRAWN BY: CSH
DATE: 12/22/16	CHECKED BY: RCB



**MESSAGE CENTER
MANAGEMENT**
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (888) 973-7463

**MCM SITE NUMBER:
CT-XXX**

**WESTBROOK H2O
1542 BOSTON POST ROAD
WESTBROOK, CT 06498**



1 SITE PLAN
LE-1 SCALE: 1" = 100'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

Exhibit B (pg 2 of 5)



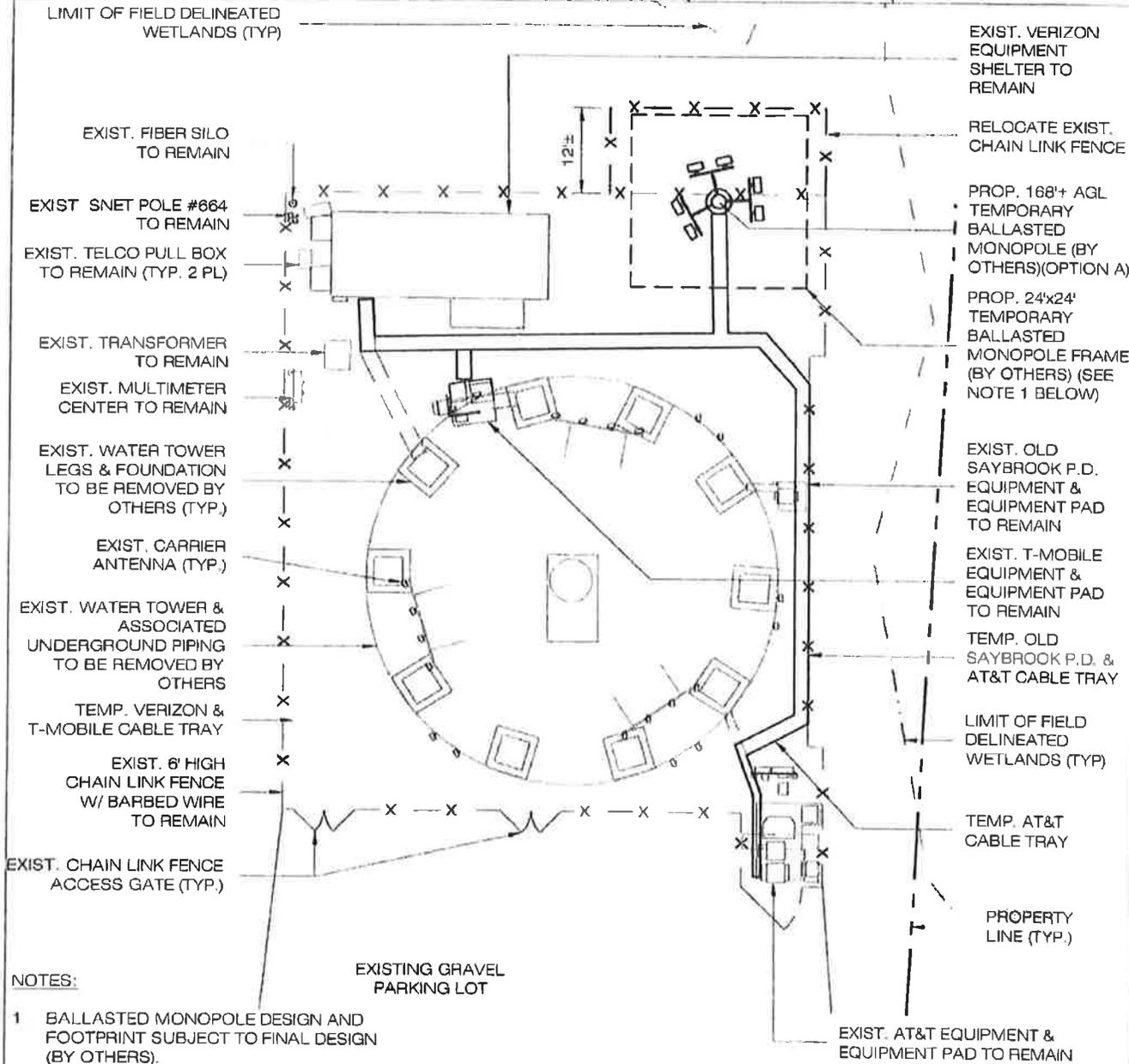
**ALL-POINTS
TECHNOLOGY CORPORATION**
3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700
LE-2
SCALE: AS NOTED **DRAWN BY: CSH**
DATE: 12/22/16 **CHECKED BY: RCB**



**MESSAGE CENTER
MANAGEMENT**
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (889) 973-7483

**MCM SITE NUMBER:
CT-XXX**
**WESTBROOK H2O
1542 BOSTON POST ROAD
WESTBROOK, CT 06498**



NOTES:

1. BALLASTED MONOPOLE DESIGN AND FOOTPRINT SUBJECT TO FINAL DESIGN (BY OTHERS).
2. SCHEMATIC DRAWINGS ARE DIAGRAMMATIC IN NATURE AND CONVEY GENERAL INFORMATION PERTAINING TO THE SIZE AND LOCATION OF THE PROPOSED TEMPORARY MONOPOLE AND COMPOUND. FINAL SITE LAYOUT AND DESIGN IS SUBJECT TO COMPLETION OF A PROPERTY SURVEY

1
LE-3

1
LE-2 **COMPOUND PLAN**
SCALE: 1" = 20'-0"



NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

Exhibit B (pg 3 of 5)

ALL-POINTS
TECHNOLOGY CORPORATION

1 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTS1TECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700

LE-2A

SCALE: AS NOTED **DRAWN BY: CSH**

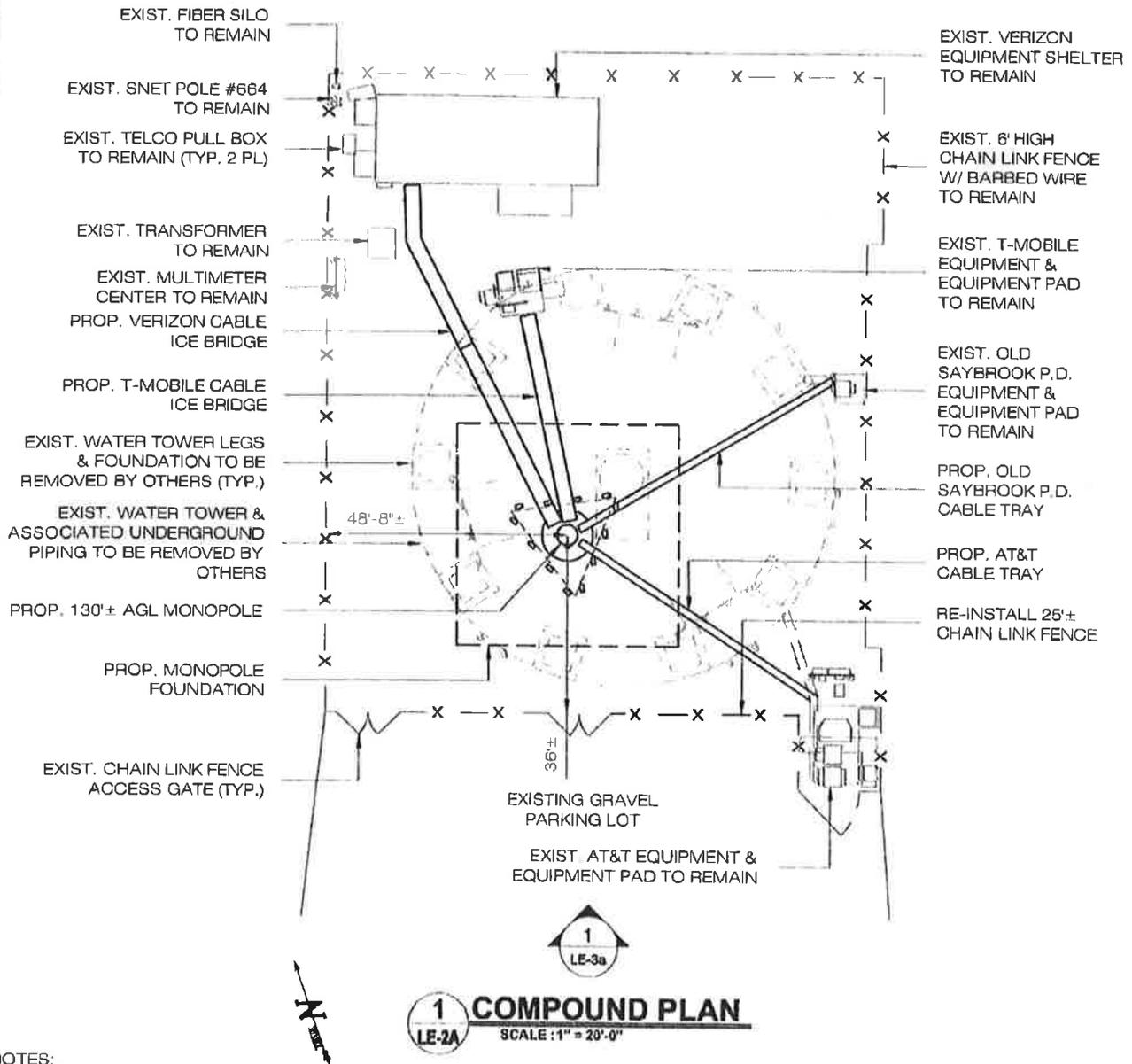
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MCM

MESSAGE CENTER
MANAGEMENT
48 WOODLAND STREET
HARTFORD, CT 06165
OFFICE: (858) 973-7482

**MCM SITE NUMBER:
CT-XXX**

**WESTBROOK H2O
1542 BOSTON POST ROAD
WESTBROOK, CT 06498**



NOTES:

1. MONOPOLE DESIGN AND FOOTPRINT SUBJECT TO FINAL DESIGN (BY OTHERS).
2. SCHEMATIC DRAWINGS ARE DIAGRAMMATIC IN NATURE AND CONVEY GENERAL INFORMATION PERTAINING TO THE SIZE AND LOCATION OF THE PROPOSED TEMPORARY MONOPOLE AND COMPOUND. FINAL SITE LAYOUT AND DESIGN IS SUBJECT TO COMPLETION OF A PROPERTY SURVEY.

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

ALL-POINTS
TECHNOLOGY CORPORATION

J SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700

LE-3

SCALE: AS NOTED **DRAWN BY: CSH**

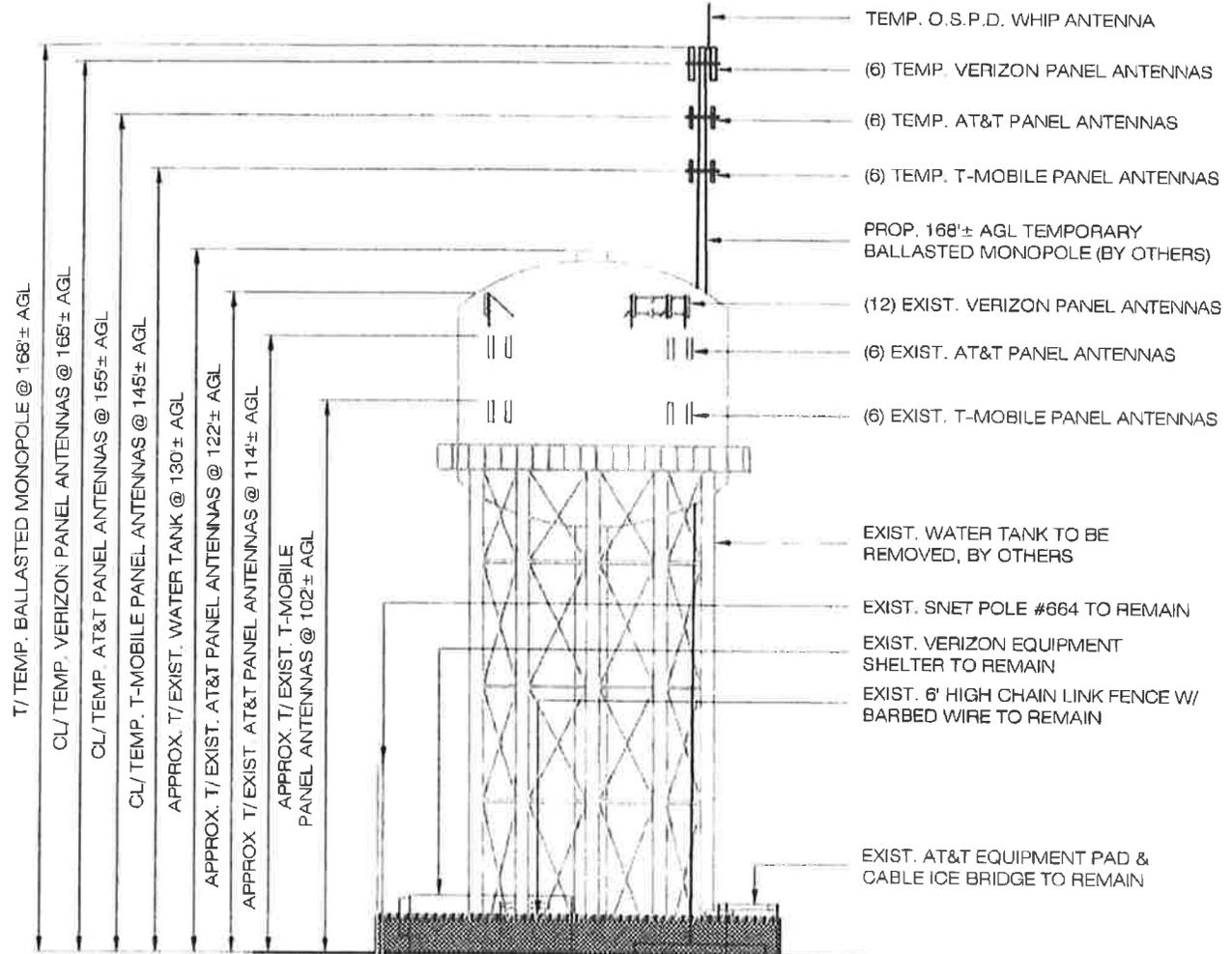
DATE: 12/22/16 **CHECKED BY: RCB**

MCM

MESSAGE CENTER
MANAGEMENT
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (860) 972-7483

**MCM SITE NUMBER:
CT-XXX**

**WESTBROOK H20
1542 BOSTON POST ROAD
WESTBROOK, CT 06488**



1 **TEMPORARY SOUTHERN ELEVATION**
LE-3 SCALE : 1" = 30'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTS TECH.COM

PHONE: (860)-661-1697
FAX: (860)-661-0935

APT FILING NUMBER: CT242700

LE-3A

SCALE: AS NOTED **DRAWN BY: CSH**

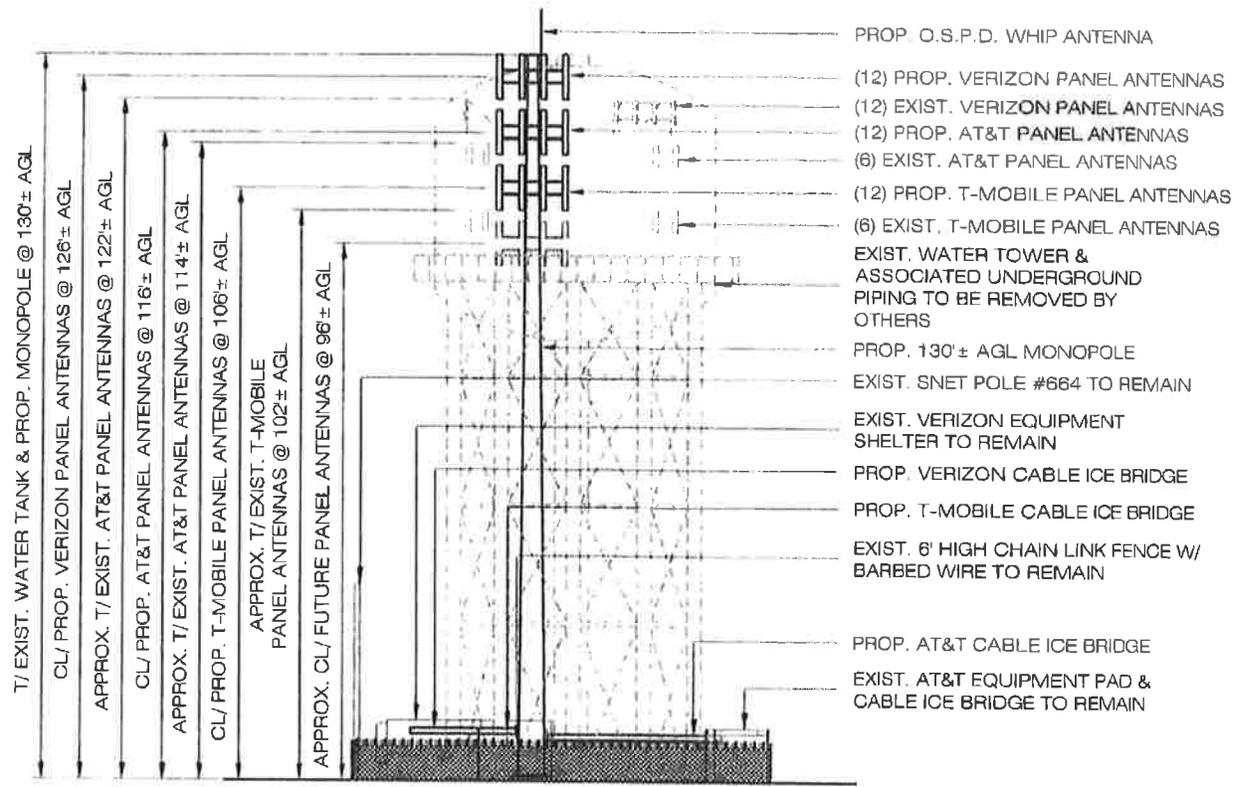
DATE: 12/22/16 **CHECKED BY: RCB**



**MESSAGE CENTER
MANAGEMENT**
40 WOODLAND STREET
HARTFORD, CT 06105
OFFICE: (860) 973-7403

**MCM SITE NUMBER:
CT-XXX**

**WESTBROOK H2O
1542 BOSTON POST ROAD
WESTBROOK, CT 06498**



1 **PROPOSED SOUTHERN ELEVATION**
LE-3A SCALE: 1" = 30'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

EXHIBIT C

New Survey

EXHIBIT E

Notice of Lease

Notice is hereby given of the existence of the following Lease Agreement, and of the Rights and Easements created thereunder:

1. The name and address of the Landlord is:

The Connecticut Water Company
93 West Main Street
Clinton, CT 06413

The name and address of the Tenant is:

Message Center Management, Inc.
40 Woodland Street
Hartford, CT 06105

2. The date of execution of the Lease Agreement by the Landlord is January 18, 2017
The date of execution of the Lease Agreement by the Tenant is January 20, 2017

3. Description of Landlord's premises: 1542 Boston Post Road, Westbrook, CT 06498

4. Description of additional Rights and Easements created under the Lease Agreement:

A 25 foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Boston Post Road to the Site ("Access Easement"). A 25 foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Boston Post Road to the Site ("Utility Easement").

5. The Tenant retains a right of first refusal under the Lease Agreement with respect to the premises for the term of the Lease Agreement and all subsequent extension periods.

6. The initial term of the Lease Agreement is for ten years.

7. The commencement date of the Lease Agreement is January 21, 2017.

8. The termination date of the initial term of the Lease Agreement is January 20, 2027

9. The Lease Agreement contains a provision giving the Tenant six (6) consecutive options to extend the Lease Agreement. Each extension period shall be for a term of ten (10) years. The first such extension period shall commence following the expiration date of the initial term.

10. A copy of said Lease Agreement is on file at the offices of: Message Center Management, Inc., 40 Woodland St., Hartford, CT 06105

This instrument, being intended to be a Notice of Lease Agreement executed solely for the purpose of providing constructive notice of said Lease Agreement, is not intended to affect in any way the rights and obligations of the parties to said Lease Agreement.

EXHIBIT F
The License Notice

Property Address: _____

Licensee Name: _____

Licensee Address: _____

Commencement Date: _____

Initial Term: _____ Renewals _____ terms of _____ years each

Rent \$ _____ monthly _____ quarterly _____ annually _____

Escalator _____ percent per year

Electricity \$ _____ monthly _____ quarterly _____ annually _____

Metered _____ submetered _____

Amount of TX antennas _____ Amount of RX antennas _____

GPS Unit _____

Equipment area for the Licensee shall consist of a _____ foot by _____ foot area totaling no more than _____ square feet.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated July 18, 2017, by and between DATTILO FAMILY HOLDING, LLC with an address of 1525 Boston Post Road, Westbrook, CT 06498 (the "Landlord") and MCM COMMUNICATIONS, LLC, a company organized in the state of Connecticut, with an address of 40 Woodland Street, Hartford, CT 06105 (the "Tenant").

WHEREAS, Dattilo Family Holding, LLC is the owner of a parcel of real property known as Mblu 177/122, Kirtland Street, Westbrook, CT 06498, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Premises") and Tenant desires to lease a portion of the Premises, containing approximately three thousand six hundred (3,600) square feet (the "Site") together with certain rights and easements as specified below in this Agreement.

WHEREAS, Landlord and Tenant desire that Tenant shall develop or operate the Site for the location of communications facilities.

WHEREAS, Landlord acknowledges and agrees not to enter into any agreements during the term hereof with another party, which agreement permits on the Premises, the uses permitted herein or similar thereto.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable considerations, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS:**

- a. The word "Licensee" as used in this Agreement refers to each party that enters into a license agreement, sub-license, sublease or other similar agreement with Tenant for use of space at the Site.
- b. The word "License Agreement" as used in this Agreement refers to any license agreement, sub-license, sublease or other similar agreement with a Licensee at the Site executed by the Licensee and the Tenant.
- c. The word "Equipment" as used in this Agreement refers to communications equipment, devices and other items of personal property located at the Site for the purpose of receiving and transmitting radio signals on designated frequencies.

2. **GRANT OF LEASE** The Landlord hereby grants to Tenant an exclusive Lease to:

- a. License space on towers or other structures for the location of communications antennae and related Equipment at the Site;
- b. Negotiate License Agreements and renewal License Agreements with prospective and existing Licensees;
- c. Bill and collect license payments with Licensees and managing both the technological as well as the human relations aspects of the Site with the Licensees;
- d. Verify that the installation, removal and maintenance of Licensee's Equipment at the Site is conducted in conformance with this Agreement and with any applicable License Agreement;
- e. Operate the Site consistent with applicable Federal Communication Commission (the "FCC") and Federal Aviation Administration (the "FAA") rules and regulations and other applicable legal requirements of any governmental agency having jurisdiction over the Site relating to Tenant's activities at the Site;
- f. Coordinate the use of the frequency spectrum to maximize the use of the Site while minimizing interference problems; and
- g. Monitor the Licensees' compliance with such reasonable rules and regulations governing the Site as may be established from time to time by Tenant with respect to the security of and access to the Site.

3. **LEASE OF SITE** Commencing on the date immediately following the full execution of this Agreement by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant rents from Landlord the

Site together with the following rights and easements (hereinafter referred to as the “**Rights and Easements**”):

- a. A non-exclusive twenty-five foot wide easement over, under, across and upon that portion of the Premises extending from either (i) Kirtland Street, to the Site shown on **Exhibit B** as “ACCESS EASEMENT” for the purposes of ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, for the purposes of construction, installation, operation, maintenance, repair, replacement and removal of the Tenant’s or Licensee’s equipment, improvements, structures and facilities on, at, upon, above, under and over the Site and to access the Site and any and all Communications Facilities (as defined below) located on the Site from time to time;
- b. A non-exclusive twenty-five foot wide easement over, under, across and upon that portion of the Premises extending from either (i) Kirtland Street, to the Site shown on **Exhibit B** as “UTILITY EASEMENT” for the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. In addition, in the event any public utility company requires an easement or right-of-way to service the Site and/or Communications Facilities (as defined below), at no cost or expense to Tenant, Landlord hereby agrees to grant Tenant or such public utility companies such additional rights-of-way and easements in areas designated by Landlord which are acceptable to the applicable utility companies;
- c. The right to tie into and use, in common with others, telephone and electric lines and other utility systems and facilities servicing the Premises and any facilities, structures, improvements and equipment now or hereafter situated on the Premises and to access the same;
- d. The right to use all driveways at the Premises and park vehicles at the Premises as is necessary or appropriate for any and all of Tenant’s activities at the Site and/or the operation of any and all Communications Facilities (as defined below) located on the Site;
- e. The right to construct, install, operate, use, alter, maintain, repair, replace and remove equipment buildings, facilities, towers, generators, antennas, equipment, apparatus, structures, improvements, wiring, cables, pipes, guy wires, conduits, utility meters and all other ancillary equipment and appurtenances related, directly or indirectly, in any way thereto on the Site as Tenant determines, in Tenant’s sole discretion, as necessary or appropriate or desirable for operation of any and all communications facilities on the Site or any portion thereof (collectively the “**Communications Facilities**”); and
- f. Landlord grants Tenant the right to use such portions of the Premises as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facilities, including, but not limited to, (i) the right of ingress, egress, and regress to and from the Site for all purposes, including, but not limited to, construction machinery and equipment, (ii) the right to use such portions of the Premises as is reasonably necessary or desirable for storage of construction materials and equipment during construction of the Communications Facilities with the prior consent of Landlord, which shall not be unreasonably withheld, (iii) Landlord grants Tenant the right to clear all trees, undergrowth, and all other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs, branches and other impediments which may interfere with, adversely affect or extend into the vicinity of any of the Communications Facilities, and (iv) the right to construct and maintain Tenant’s Improvements (as defined below) on any portion of the Premises and/or the area of the Rights and Easements as is reasonably necessary or desirable for the maintenance and operation of the Communications Facilities.

4. **USE** Tenant shall use the Site and Rights and Easements for the purpose of constructing, maintaining and operating Communication Facilities, uses incidental thereto and all necessary and/or desirable appurtenances thereto, including, but not limited to, the installation, construction, operation, maintenance, alteration and removal of any and all facilities, buildings, towers, shelters, structures, improvements, additions, security fences of chain link or comparable construction, equipment and other items of personal property, as determined from time to time by Tenant, in Tenant’s sole discretion, now or in the future, for any and all such communications uses, including, but not limited to, telecommunications purposes, and purposes at the Site as determined by Tenant from time to time in Tenant’s sole discretion (collectively the “**Tenant’s Improvements**”). The Landlord agrees and acknowledges that Tenant shall own the Tenant’s Improvements and Tenant shall remove or surrender the Tenant’s Improvements prior to expiration or sooner termination of this Agreement in accordance with Paragraph 12 below. Landlord agrees not to transfer, sell, lease, license or

use any other portion of the Premises or any other property owned by an entity which Landlord has an interest in, located within a radius of one-half (1/2) mile of the center of the Site, for the use, installation, operation or maintenance of other Communications Facilities. This restriction shall be binding upon each and every subsequent transferee, owner and/or buyer of the Premises.

5. **RENTAL COMPENSATION**

6. **TERM**

- a. This Agreement shall commence on the date of full execution by the Landlord and the Tenant and continue in full force and effect for a period of ten (10) years thereafter (the “**Initial Term**”), subject to the exercise of the Tenant’s termination options set forth in Paragraph 7 below.
- b. Provided this Agreement is in full force and effect, then this Agreement shall automatically be extended for twelve (12) additional periods of five (5) years each, unless Tenant provides written notice to Landlord sixty (60) days prior to the expiration of the Initial Term or any Extension Term (as defined below), of its intention not to extend this Agreement. These additional periods shall be referred to as the “**Extension Term(s)**”. The first Extension Term shall commence on the date immediately following the originally fixed expiration date of the Initial Term. The second Extension Term shall commence on the date immediately following the originally fixed expiration date of the first Extension Term. The third Extension Term shall commence on the date immediately following the originally fixed expiration date of the second Extension Term. The fourth Extension Term shall commence on the date immediately following the originally fixed expiration date of the third Extension Term. The fifth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fourth Extension Term. The sixth Extension Term shall commence on the date immediately following the originally fixed expiration date of the fifth Extension Term. The seventh Extension Term shall commence on the date immediately following the originally fixed expiration date of the sixth Extension Term. The eighth Extension Term shall commence on the date immediately following the originally fixed expiration date of the seventh Extension Term. The ninth Extension Term shall commence on the date immediately following the originally fixed expiration date of the eighth Extension Term. The tenth Extension Term shall commence on the date immediately following the originally fixed expiration date of the ninth Extension Term. The eleventh Extension Term shall commence on the date immediately following the originally fixed expiration date of the tenth Extension Term. The twelfth Extension Term shall commence on the date immediately following the originally fixed expiration date of the eleventh Extension Term. The terms and conditions of this Agreement shall apply during the Initial Term and any Extension Term. The Initial Term and each Extension Term are collectively hereinafter referred to as the “**Term**”.
- c. Provided the term of a License Agreement is longer than the then existing Term of this Agreement, then the Term of this Agreement shall be deemed to be extended and modified to ninety (90) days after the expiration date of the term set forth in the License Agreement.

7. **TERMINATION OPTION**

Tenant shall, at Tenant’s option, have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events or circumstances: (a) any certificate, permit, license or approval necessary for the use, construction or operation of the Communications Facilities on, or at the Site in any manner intended or contemplated by Tenant from time to time is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant determines in its sole discretion, the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable;

or (b) Tenant determines that the Site is inappropriate or unsuitable for the uses intended by Tenant or based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission; or (c) Tenant determines that Landlord does not have good and marketable title to the Site or does not have the full power and authority to enter into and execute this Agreement or the Site is encumbered in any way whatsoever which restricts, limits or interferes with Tenant's use thereof. Upon any such termination by the Tenant, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove Tenant's Improvements as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

8. **ASSIGNMENT AND ENCUMBERING** This Agreement and any and all rights and interests hereunder may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company, to any successor entity with or into which Tenant is sold, merged or consolidated, or to any entity resulting from a reorganization of Tenant or its parent company or to any third party agreeing to be subject to the terms hereof without Landlord's consent. Otherwise, this Agreement shall not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld or delayed. In addition, Tenant may, from time to time, grant to lenders a collateral assignment of Tenant's interest in this Agreement and/or a lien on and security interest in any and all assets and personal property of Tenant located on the Site including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Tenant.

9. **LICENSING OR SUBLEASING** Tenant may grant License Agreements with respect to all or any part of the Site, including, but not limited to, the use of the Rights and Easements and ground space and space on any Improvements at the Site to any and all third parties on such terms and conditions as Tenant shall determine in its sole discretion. Tenant may sublet all or part of the Site without Landlord's consent.

10. **ACCESS** Authorized representatives of Tenant and the Licensees shall be allowed nonexclusive access at all times to the Site.

11. **UTILITIES** Landlord agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Landlord or the servicing utility company. Tenant will pay for all utilities used by Tenant at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. Reimbursement for utility usage will be billed to Licensees by Tenant as a separate item.

- a. Tenant will install when possible a separate electric meter for the Site or one meter per Licensee. If a separate meter or meters are installed, Landlord will cooperate with Tenant, as necessary in instructing the utility company to send bills directly to MCM or the Licensee, as applicable, for payment.
- b. If a separate meter or meters are not installed, Tenant shall bill each Licensee for reimbursement of the electricity used by such Licensee based on the projected consumption of the equipment installed on a 24/7 basis. Tenant shall remit to Landlord on a monthly schedule such reimbursements of electricity collected from the Licensee.

If the operation of any of the Equipment or Communications Facilities fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Landlord, then Landlord will promptly use reasonable diligence to restore the electrical power available to the Site including, but not limited to, any Equipment or Communications Facilities located thereon.

12. **REMOVAL OF TENANT'S IMPROVEMENTS** Ownership and title to all of Tenant's Improvements, including, but not limited to, any and all improvements, fixtures, equipment, structures, facilities and all other items of personal property constructed or installed by Tenant on the Site shall remain with Tenant, and all Tenant's Improvements constructed, installed or utilized by Tenant shall at all times be and remain the property of Tenant, regardless of whether such Tenant's Improvements are attached or affixed to the Site. Tenant shall remove all Tenant's Improvements at the Site and restore the Site to its original above grade condition, reasonable wear and tear, casualty and condemnation excepted, within thirty (30) days after the expiration or sooner termination of this Agreement. At Landlord's option, to be exercised by Landlord's written notice received by the Tenant within sixty (60) days prior to the expiration or sooner termination of this Agreement, Tenant will leave the foundation and security fence on the Site to become the property of

Landlord. If removal of such property causes Tenant to remain on the Site for more than thirty (30) days after the expiration or sooner termination of this Agreement, then Tenant shall pay rent at the then existing rental compensation rate on a pro rated basis until such time as the removal is completed.

13. **INDEMNIFICATION** Tenant shall indemnify and hold Landlord harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Site by Tenant or its employees or agents, or breach by Tenant of any of the material terms, covenants or representations under this Agreement, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Landlord or its employees, contractors, agents or representatives. Landlord shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Landlord or its employees, contractors, agents or representatives, or breach by Landlord of any of the material terms, covenants or representations under this Agreement excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Tenant or its employees, contractors, agents or representatives.

14. **INSURANCE**

- a. Tenant will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Tenant shall furnish the Landlord with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Landlord not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Landlord as an additional insured.
- b. Landlord will carry, in full force and effect during the Term of this Agreement, its own liability, personal property and worker's compensation insurance policy covering its business, equipment and personnel. The policy of insurance shall be issued by a company authorized to do business in the state where the Site is located, and shall be in a minimum amount of \$1,000,000.00. Landlord shall furnish the Tenant with a certificate evidencing that such insurance is in full effect and the policy shall obligate the insurance company to notify the Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein. Such policies shall name Tenant as additional insured.
- c. Tenant will require Licensees and Licensees' contractors to carry, in full force and effect during the term of any License Agreement at the Site, general liability insurance including personal property, bodily injury and worker's compensation. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located, and shall be in a minimum amount of \$2,000,000.00. Said policies shall name Tenant and Landlord as additional insureds. The Licensees will be required to provide certificates to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify the Landlord and Tenant not less than thirty (30) days prior to the termination thereof.
- d. Landlord shall keep the buildings and improvements now existing or hereafter constructed at the Premises insured against loss by fire hazards included within the term "extended coverage", and such other hazards as deemed prudent for such properties and in such amounts so as to prevent co-insurance. The policy of insurance shall be issued by a company authorized to do business in the state where the individual Site is located. Landlord shall provide a certificate to Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify Tenant not less than thirty (30) days prior to the termination thereof or prior to a significant change therein.
- e. Landlord and Tenant agree to have included in their insurance policies a waiver of the insurer's right of subrogation against Landlord or any additional insured during the Term, or if such waiver should be unobtainable or unenforceable, (i) an agreement that such policies shall not be invalidated if the insured waives the right of recovery against the party responsible for a casualty covered by the policy before the casualty; or (ii) any other form of permission for the release of Landlord or any additional insured. The limits of such insurance shall, however, not limit any liability of Licensee hereunder.

- f. Upon the execution of this Agreement, and at least thirty (30) days prior to the expiration of such policies, Landlord and Tenant shall exchange certificates of insurance evidencing the above insurance policies.

15. **DAMAGE AND REPAIR** Tenant shall keep the Site, including any Communications Facilities thereon, in reasonable condition excepting reasonable wear and tear, casualty and condemnation and Tenant shall not commit waste or deterioration. If any and all of Tenant's Improvements and Licensee's equipment, fixtures, improvements and other items of personal property located on the Site are damaged or destroyed as a result of any omission, act, fault, negligence or misconduct of Landlord or any of Landlord's employees, agents, representatives or contractors, then Landlord shall promptly pay for the repair and/or replacement of said damaged or destroyed improvements, equipment, fixtures and personal property.

16. **REPRESENTATIONS AND WARRANTIES**

a. **The Landlord Represents and Warrants That:**

- i. Landlord has the full legal right and power and all authority and approvals required to execute and deliver this Agreement and to perform fully its obligations hereunder;
- ii. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Landlord in accordance with its terms;
- iii. No other consent, authorization, or approval of or filing of registration with any governmental or regulatory authority or any other person or entity is required in connection with the execution, delivery, and performance of this Agreement by the Landlord or for the use of the Site for the purposes described herein;
- iv. The execution, delivery, and performance of this Agreement by the Landlord will not:
 - 1. violate any statute, law, rule or regulation or any order, writ, or injunction of any court or governmental authority to which the Landlord is subject to or by which any of its assets may be bound; or
 - 2. violate, conflict with or constitute a default (or give risk to any right of termination, cancellation or acceleration) under any Agreement or restriction of any kind to which the Landlord is a party or by which any of its assets may be bound;
- v. Landlord is the owner and has good and marketable title to the Premises. There are no encumbrances, restrictions, covenants or deeds to secure debt, mortgages, liens or judgments encumbering the Premises except as set forth in **Exhibit A-2**. Landlord further warrants that there are no other encumbrances affecting title to the Premises and/or any agreements with any third parties that would prevent, impair or restrict Tenant from using the Site for all uses and purposes intended and/or contemplated by Tenant as herein set forth in this Agreement except as set forth in **Exhibit A-2**. Except as expressly permitted under this Agreement, the Landlord covenants and agrees that the Landlord will not create or permit to be created any title encumbrances (including, without limitation, restrictions, easements, licenses, agreements, leases or tenancies) affecting the Site and the Rights and Easements in any matter whatsoever during the Term of this Agreement. Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Site and the Rights and Easements for the purposes set forth herein. Landlord agrees to cooperate with Tenant's efforts to obtain the above mentioned documents or obtaining requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any non-disturbance agreement required in this Agreement, Tenant, at Tenant's option, may withhold and accrue the rental compensation or any prorated portion thereof until such time as all such documentation is received by Tenant;
- vi. Landlord has not signed any listing agreement, dealt with or otherwise agreed to pay any commission, finder's fee or other like compensation to anyone in

- connection with this Agreement, the option to lease the Site, the lease of the Site or the transaction contemplated by this Agreement; and
- vii. Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorney's fees, incurred as a result of any breach or misrepresentation by Landlord in this Paragraph 16(a).

b. **The Tenant Represents and Warrants That:**

- i. It is a company organized in accordance with the laws of the State of Connecticut and duly authorized to do business in Connecticut;
- ii. The execution, delivery, and performance of this Agreement by Tenant is duly authorized and this Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms;
- iii. The execution, delivery, and performance of this Agreement by Tenant will not violate, conflict with or constitute a default under any Agreement to which Tenant is a party; and
- iv. Tenant will be responsible, at its expense, for all zoning, zoning approvals and approvals from the FCC and the FAA, for use of the Site for the construction and operation of Communications Facilities.

17. **COMPLIANCE WITH LAWS**

- a. Throughout the Term of this Agreement, Tenant, at its sole cost and expense, shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, including the FCC and the FAA.
- b. Landlord shall comply with all applicable laws, rules and regulations of all federal, state and municipal authorities, agencies and departments thereof, having jurisdiction over the Premises.

18. **INSPECTIONS** Landlord shall permit Tenant and Licensees during the entire Term of this Agreement and any extension thereof, free and unimpeded pedestrian and vehicular ingress and egress to the Premises, including, but not limited to, the Site, by Tenant and its employee, agents, contractors and government officials to conduct structural strength analyses, subsurface boring tests, environmental inspections, assessments and tests, radio frequency tests and such other tests, investigations and similar activities as Tenant may deem necessary or desirable in the Tenant's sole discretion (collectively, the "**Inspections**"), at the sole cost of Tenant. Tenant and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Premises, including, but not limited to, the Site, to conduct such Inspections. Tenant shall indemnify and hold Landlord harmless against any actual loss or actual damage for personal injury and physical damage to the Premises, excepting reasonable wear and tear, that solely and directly arise out of the willful misconduct or gross negligence of the Tenant with respect to Tenant's conduct of Inspections permitted under this Paragraph 18.

19. **SURVEY** During the entire Term of this Agreement, Landlord also hereby grants to Tenant the right to survey the Premises, including, but not limited to, the Site and the Rights and Easements or any portion thereof (the "**New Survey**"). The legal description of the Site and/or the Rights and Easements as set forth or depicted on any New Survey shall at the sole option of the Tenant, then automatically become **Exhibit C**, which New Survey shall be attached hereto and made a part hereof upon Tenant's written notice to the Landlord stating Tenant's election to attach the New Survey as **Exhibit C** to this Agreement. The New Survey shall control in the event of any discrepancies in the description and/or location of the Site and any Rights and Easements between the New Survey and **Exhibit B**.

20. **GOVERNMENTAL APPROVALS** Landlord agrees and acknowledges that Tenant's ability to use the Site is contingent upon its obtaining all licenses, certificates, permits, zoning approvals and other approvals that may be required by any and all federal, state or local authorities in connection with the use, construction, installation, maintenance and removal of telecommunications facilities, improvements, structures and equipment at the Site (collectively the "**Approvals**"). Landlord shall cooperate with Tenant during the entire Term of this Agreement in obtaining such Approvals and the Landlord further agrees that, promptly upon the request of Tenant, at the cost and expense of Tenant, Landlord will execute applications and other documentation for Approvals as may be filed with respect to the Premises, including, but not limited to, the Site, including, but not limited to, a Letter of Authorization attached hereto as **Exhibit D** and made a part

hereof. Landlord shall take no action that would adversely affect the Site and the proposed use thereof by the Tenant. If at any time during the Term of this Agreement, Tenant determines that it is unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant for any reason whatsoever, or Tenant determines that the Site is unsuitable for use for the operation of Communications Facilities or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Site for the operation of Communications Facilities in any manner intended or contemplated by Tenant, Tenant shall have the right to terminate this Agreement by written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than (i) Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement, including, but not limited to, the obligations set forth in Paragraph 4 above.

21. TAXES

a. Tenant shall be responsible for paying any and all tangible personal property taxes levied or assessed against and directly attributable to the Tenant's Improvements on the Site (the "**Tenant's Taxes**"). In the event Tenant receives a tax bill for Tenant Taxes, Tenant shall pay the entire amount of the Tenant's Taxes to the applicable taxing authority.

b. In the event Landlord receives a tax bill which includes Tenant's Taxes, or any portion thereof from an applicable taxing authority, Landlord shall provide written notice to Tenant together with a copy of the tax bill including Tenant's Taxes and a copy of Landlord's computations establishing the amounts payable by Tenant with such reasonable substantiating evidence in support of Landlord's tax computation as Tenant may reasonably request and/or require in time sufficient for Tenant to:

(i) pay to Landlord, the Tenant's Taxes within thirty (30) days after Tenant's receipt of the tax bill and copy of Landlord's computations. Landlord shall pay the entire amount of taxes to the applicable taxing authority on or before the date such taxes become delinquent;

(ii) determine whether it desires to contest any or all Tenant's Taxes payable by Tenant under this Agreement; and appear before the taxing authority and contest said assessment. If Tenant desires such Tenant's Taxes to be contested, Tenant shall promptly notify Landlord thereof, in which case, Landlord shall pursue such contest with all due diligence and in good faith. If Landlord desires not to bring such proceedings, Tenant shall have the right to contest, in good faith, the validity or the amount of the Tenant's Taxes and may defer payment of such obligations, pay the same under protest or take such other steps as Tenant may deem appropriate. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. Any refunds or rebates secured shall belong to Tenant to the extent that the refund or rebate relates to Tenant's Taxes previously paid to Landlord and/or the taxing authority and all such rights of Tenant to such refunds and/or rebates shall survive the expiration or earlier termination of this Agreement.

c. Landlord shall pay the entire amount of any and all real property taxes and all other taxes, impositions, charges and assessments levied or assessed against the Premises to the applicable taxing authority on or before the date such taxes become delinquent. Tenant may, at Tenant's sole option, pay any and all delinquent amounts of taxes levied or assessed against the Premises together with any late fees, lien charges and other costs, expenses and interest accruing or arising from any such delinquent taxes levied against the Premises and then deduct and offset any and all amount paid by Tenant from future rents and other sums due and payable to the Landlord under this Agreement. If, upon termination of this Agreement, the amount paid by Tenant under this paragraph exceeds amounts deducted against rents and other sums then due to Landlord, then the difference shall become immediately due and payable by Landlord to Tenant.

d. Landlord's entry into this Agreement does not include any entitlement to tax benefits associated with the ownership, installation or operation of the Equipment or Communications Facilities, including without limitation any local, state, utility, regional, system operator or federal rebate, incentive, tax credit, depreciation or other tax deductions with respect to the Equipment or Communications Facilities, whether existing on the date of this Agreement or created or enacted thereafter, but excluding any incentive or credit available or that may become available specifically to property owners hosting communications facilities.

22. RIGHT OF FIRST REFUSAL: If Landlord proposes, during the Term to:

- (i) Sell or otherwise transfer, assign, convey or otherwise by grant, easement or other legal instrument the right to collect revenue from that portion of the Premises occupied by Tenant, or a larger portion, thereof for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such party, or
- (ii) sell or transfer, by easement or otherwise or the right to collect revenue from, all or any portion of its rights or interests in, under or to this Agreement,

Then:

- a. Landlord shall provide written notice to Tenant and Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or otherwise transfer, assign or convey any interest to such third person in accordance with the terms and conditions of such third party offer (the "Offer"). If Landlord changes the economic terms and conditions from those contained in the original Offer sent to Tenant, then Landlord shall be obligated to offer such revised terms to Tenant pursuant to a new Offer.
- b. 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 Tenant's rights hereunder under the terms of this Agreement. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, or assigns this Agreement or any portion thereof to said third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for full performance of this Agreement.

23. **TRANSFER OF INTEREST** Landlord shall provide Tenant with notice upon or immediately after a sale or transfer of Landlord's interest in the Premises or this Agreement. Landlord shall require the buyer or transferee to assume in writing all of the obligations of Landlord under this Agreement. Notwithstanding anything contained herein to the contrary, Landlord shall continue to remain liable for all accrued liability, if any, up to the date of such sale or transfer and Landlord shall continue to remain liable hereunder after such sale or transfer. The Landlord agrees that the Landlord shall obtain a written assumption agreement in favor of Tenant from each and every buyer or transferee that shall provide for the assumption by each and every buyer or transferee of all obligations of the Landlord under this Agreement to the satisfaction of Tenant.

24. **EXCLUSIVE USE AND INTERFERENCE** If in the Tenant's sole judgment, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any facilities, structures, improvements or equipment on the Premises, Landlord agrees, at its sole cost and expense, to take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Landlord agrees to immediately cease using the facilities, structures, improvements or equipment which is creating the interference or require the party causing the interference to cease using the facilities, structures, improvements or equipment which is creating the interference until the interference is resolved. If Landlord cannot eliminate such interference after using its best efforts to do so, the Tenant, at Tenant's sole option may terminate this Agreement without further obligation or liability on the part of Tenant, other than Tenant's obligation to remove its property as hereinafter provided; and (ii) all other obligations of the parties under this Agreement that expressly survive the expiration or sooner termination of this Agreement.

25. **QUIET ENJOYMENT** Landlord covenants that Tenant, on paying the consideration as specified herein and performing the covenants, terms and conditions required of Tenant contained herein, shall peaceably and quietly have, hold and enjoy the Site and the leasehold estate created hereunder together with the Rights and Easements and all other rights, privileges and benefits granted to Tenant under this Agreement.

26. **CONDEMNATION** If the whole of the Premises or such portion thereof as will make the Site unusable or unsuitable or interferes with the Tenant's use or operation of the Site for Communications Facilities as determined by Tenant in its sole discretion, or if any area subject to Rights and Easements granted to Tenant hereunder, is condemned by any legally constituted public authority, then this Agreement, and the Term hereby granted, shall, in Tenant's sole option, cease from the time of Tenant's election to terminate this Agreement, and rental shall be equitably prorated and accounted for as between Landlord and Tenant as of that date. Except as set forth above, a partial taking or condemnation shall not affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation in any condemnation proceeding for (i) the taking of Tenant's leasehold interest hereunder and the special value of Tenant's rights under the Agreement; (ii) the taking of Tenant's Improvements; and (iii) any and all Tenant's expenses, losses (including, but not limited to, Tenant's loss of business and any interruption in business arising therefrom), damages, moving and/or relocation expenses incurred in connection therewith.

27. **SUBORDINATION** This Agreement shall be subordinate to any deed to secure debt or mortgage by Landlord which now or hereafter may encumber the Site, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, in a separate agreement with Tenant, agree that in the event of a foreclosure or conveyance in lieu of foreclosure affecting Landlord's interest in the Site, such holder shall recognize and confirm the validity and existence of this Agreement and the rights, benefits and interests of Tenant hereunder, and this Agreement shall continue in full force without any disturbance by the holder and Tenant shall have the right to continue its use and occupancy of the Site, use of all Rights and Easements, and the use and enjoyment of all other rights, interests and benefits granted hereunder in accordance with the provisions of this Agreement as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Site is encumbered by a deed to secure debt or mortgage on the commencement date of this Agreement, Tenant shall furnish to Landlord a non-disturbance agreement, and Landlord, no later than ten (10) days after receipt of such non-disturbance agreement, shall return to Tenant such non-disturbance agreement executed in recordable form by the holder of each deed to secure debt or mortgage. Tenant may, at Tenant's option, terminate this Agreement at any time if a non-disturbance agreement satisfactory to Tenant is not executed by each and every holder of each deed to secure debt or mortgage as required in this Paragraph.

28. **BREACH**

- a. If Tenant shall fail to pay any rental amounts payable under this Agreement within thirty (30) days of when such applicable payment was due and payable to the Landlord pursuant to Paragraph 5 above ("**Monetary Breach**"), or if Tenant should fail to perform any other of the material covenants, terms or conditions of this Agreement (a "**Non-Monetary Breach**"), then Landlord shall, prior to exercising any rights or remedies against Tenant on account thereof, first furnish Tenant with written notice of the applicable failure or breach and Tenant shall thereafter have thirty (30) days to cure a Monetary Breach and ninety (90) days to cure a Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Tenant shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Tenant promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Tenant prosecutes the curing of the Non-Monetary Breach with due diligence.
- b. If Landlord should fail to perform any material covenants, terms or conditions of this Agreement (Non-Monetary Breach), then Tenant shall, prior to exercising any rights or remedies against Landlord on account thereof, first furnish Landlord with written notice of the applicable failure or breach and Landlord shall thereafter have ninety (90) days to cure the Non-Monetary Breach. Notwithstanding the foregoing, if the Non-Monetary Breach is not reasonably capable of being cured within said ninety (90) day period, then Landlord shall be afforded such additional time to cure the Non-Monetary Breach as may be reasonably necessary provided that Landlord promptly commences curing of the Non-Monetary Breach within sixty (60) days after notice thereof and Landlord prosecutes the curing of the Non-Monetary Breach with due diligence.

29. **NOTICE OF LEASE** At the request of Tenant, Landlord agrees to execute a notice or memorandum of this Agreement in the form more particularly described in **Exhibit E** attached hereto and made a part hereof for recording on the applicable land records in compliance with applicable law. Such notice or memorandum of this Agreement shall contain a description of the Site, the Rights and Easements, the Term of this Agreement and such other additional information desired by Tenant to be recorded in the applicable land records for the purpose of giving public notice thereof to third parties.

30. **LANDLORD ESTOPPEL CERTIFICATES** Landlord agrees, within ten (10) days of Tenant's request, to execute and deliver to Tenant or any assignee or transferee, on a form prepared by or on behalf of the party so requesting, an estoppel certificate (i) ratifying the Agreement and confirming that there are no modifications or amendments to the Agreement, except as may be stated in the certificate, (ii) confirming the commencement and expiration dates of the Agreement, (iii) certifying to the best of Landlord's knowledge and belief that Tenant is not in default under the Agreement, and that there are no offsets or defenses to enforcement of the Agreement, except as may be stated in the certificate, and (iv) stating the date through which annual rental has been paid.

31. **NOTICES** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, or delivering such notice to an overnight commercial courier service addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

Tenant: MCM Communications, LLC
P.O. Box 320361
Hartford, CT 06132

Landlord: Dattilo Family Holding, LLC
1525 Boston Post Road
Westbrook, CT 06498

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

32. **CONFIDENTIALITY** Except for the recording of the Notice of Lease of this Agreement on the applicable land records and as otherwise required by law, Landlord or its employees shall not for any reason, or at any time during or after the term of this Agreement, use or disclose to any person (except as required under this Agreement) any Confidential Information of Tenant, unless authorized to do so in writing by Tenant. "**Confidential Information**" means (i) all terms of this Agreement; (ii) all information regarding Tenant's processes, products, strategies, technology, machinery, customers, prospective customers, or apparatus; (iii) all drawings, data, sketches, plans, reports, test results, reports of errors, problems, defects or suggestions prepared by or for Tenant or provided by Tenant in connection with this Agreement; (iv) all information that should reasonably be understood by Landlord to be confidential or proprietary based on the nature of the disclosure or of the information; and (v) any and all information that is identified as "confidential," "proprietary," or the like at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that was public domain at the time of the initial disclosure or that has become known through no act or failure to act on the part of Landlord. Landlord agrees to protect Confidential Information from unauthorized use or disclosure using the same degree of care as it employs in maintaining its own confidential information, but in no event with less than a reasonable degree of care.

33. **FURTHER ASSURANCES** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Site and any and all Communications Facilities contemplated by Tenant thereon) as the other may reasonably require to consummate, evidence or confirm this Agreement, including, but not limited to, the Agreement contained herein, in the manner contemplated hereby. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Tenant may, in addition to all other

rights and remedies available to Tenant under this Agreement and/or applicable law, withhold and accrue the rental compensation payable under the Agreement until such time as all such documentation is received by Tenant.

34. **NO PARTNERSHIP** Landlord does not, in any way or for any purposes, hereby become a partner of Tenant in the conduct of Tenant's business or otherwise, or joint ventures or a member of a joint enterprise with Tenant.

35. **HAZARDOUS SUBSTANCES** Landlord hereby warrants and affirms that to the best of Landlord's knowledge after reasonable investigation there are no hazardous substances in, on or under the Premises. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive, carcinogenic, toxic or bio-hazardous, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto, or (iv) any substance the presence of which on the Premises requires investigation or remediation under any Environmental Law, as the same may hereafter be amended. "Environmental Law" means any and all federal, state and local laws, rules, regulations, orders, permits, licenses, registrations, consent agreements, guidelines, standards or policies that regulate or impose standards of liability or conduct with respect to the protection of human health, the environment, or natural resources, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., and the Emergency Planning and Community Right-to-Know Act (SARA Title 4, 42 U.S.C. Sec. 11001 et seq.

36. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

- a. Landlord hereby warrants and affirms that the Premises, Landlord's use of the Premises, and Landlord's operation of any business or facility on the Premises, complies with all Environmental Laws. Landlord further warrants and affirms that at least until such time as the expiration of the Lease, Landlord will continue to comply with all Environmental Laws with respect to the Premises and Landlord's use thereof and operation thereon. Landlord will be solely responsible for, and shall pay all costs associated with, all of Landlord's obligations of compliance with any and all Environmental Laws and any environmental 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 or formerly conducted in, on, or in any way related to, the Premises unless such activity was conducted by Tenant.
- b. In the event that any hazardous substance is discovered in any soil, surface water, ground water, or soil vapor in, on or under the Premises, Landlord shall immediately notify Tenant of such discovery and provide Tenant with all information and details that it may have regarding the discovery. If such hazardous substance did not result from Tenant's use of the Site and Tenant's operations thereon, Landlord shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Landlord. In the event that such discovery of hazardous substance on the Premises did result from Tenant's use of the Site and Tenant's operations, thereon, Tenant shall immediately conduct an investigation, remediation and monitoring of such hazardous substances as required by Environmental Law, at the sole cost and expense of Tenant or Licensee. In no event, however, shall any such investigation, remediation or monitoring interfere with Tenant's use of the Site, Rights and Easements and/or operations of Communications Facilities thereon.

37. **ENVIRONMENTAL INDEMNITY** Landlord hereby agrees to defend, indemnify and hold Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation attorneys and consultants' fees), sanctions, penalties, assessments and claims of any and every kind and nature, paid, incurred or suffered by, or asserted against, Tenant for, with respect to, or as a direct or indirect result of, any of the following:

- (a) Landlord's breach of its warranties and obligations as set forth in paragraphs 35, 36 and 37 hereof.
- (b) the presence in, on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises (including any structures on the Premises) or any portion thereof, of any hazardous substances not caused by Tenant;
- (c) the storage, disposal transport or treatment of any hazardous substances not generated by Tenant at the Premises;
- (d) Landlord's failure to comply with any Environmental Law; and
- (e) any lien against the Premises or any portion thereof or any interest or estate therein created, permitted or imposed by the Environmental Laws, provided that such lien is not caused by Tenant's actions or failure to act.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE AGREEMENT.

38. **FORCE MAJEURE** If either party is unable in whole or in part to carry out its obligations hereto by any reasons of force majeure, said party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of Government of the United States of America of any of its departments, agencies, political subdivisions, or officials, or any civil or military authority, insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms of extraordinary force; floods; washouts; droughts; civil disturbances; explosions; disruptions to equipment's manufacturing process, including labor strikes and lockouts, beyond the control of either party; the inability of an equipment manufacturer to deliver equipment ordered by either party in a timely manner due to reasons beyond the control of the party.

39. **BINDING EFFECT** This Agreement and the terms, conditions and obligations hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of Landlord and Tenant. It is understood and agreed that each of the terms, provisions, covenants and agreements made by Landlord in this Agreement, whether affirmative or negative in nature, shall run with the land of the Premises for the benefit of the Site and shall be binding upon Landlord and each successive owner during its ownership of any portion of the Premises and upon each person having an interest therein derived through the owner thereof.

40. **ENTIRE AGREEMENT** This Agreement constitutes the complete agreement by and between Tenant and Landlord. This Agreement cannot be modified or supplemented in any manner except by a written agreement executed by Landlord and Tenant. **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit B and Exhibit B-1** attached to this Agreement are incorporated into this Agreement and made a part of this Agreement. A New Survey shall, at the option of the Tenant, be attached to and made a part of this Agreement as **Exhibit C** upon notice from Tenant to Landlord. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

41. **MAINTENANCE** Landlord shall maintain the Premises surrounding the Site in good condition and state of repair

42. **ARBITRATION** All controversies relating to, in connection with or arising out of this Agreement, its modification, making or authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by binding arbitration in accordance with the Rules of Arbitration of the American Arbitration Association. The Arbitration Proceeding to be heard by one arbitrator and under the "Rules of Commercial Arbitration" as they exist at the effective

date of this Agreement (including provisions as to payment of fees and expenses). Arbitration shall be held in the State of Connecticut. All notices or service shall be made as required by the aforesaid rules.

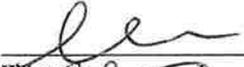
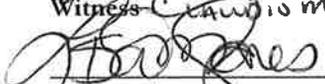
43. **SEVERABILITY** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.

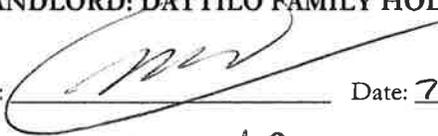
44. **GOVERNING LAW** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Site is located.

45. **CONSTRUCTION** Each provision of this Agreement has been mutually negotiated, prepared and drafted; each party has been represented by legal counsel, and in connection with the construction of any provision hereof or deletions herefrom no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision or deletion.

IN WITNESS WHEREOF, each of the undersigned have duly authorized and executed this Agreement as of the date and year first above written.

LANDLORD: DATTILO FAMILY HOLDING, LLC

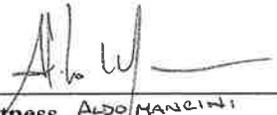
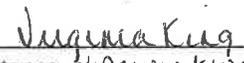

Witness CLAUDIO MANASCO

Witness LEANDRA JONES

By:  Date: 7-10-17

Print Name: Michael DATTILO

Title: MBR

**TENANT:
MCM COMMUNICATIONS, LLC**


Witness ALDO MANCINI

Witness VIRGINIA KING

By:  Date: 7-18-17

Print Name: Henry M. Zachs

Title: Managing Member

EXHIBIT A

Legal Description of Mblu 177 / 122, Kirtland Street, Westbrook, CT Premises

Map 177 Lot 122

A certain piece or parcel of land situated in Stannard Hill in the Town of Westbrook, County of Middlesex and State of Connecticut, more particularly bounded and described as follows:

- WEST: Two hundred ninety (290) feet, more or less, by land of Jensen's Inc.
- NORTH: Two hundred ten (210) feet, more or less, by land of Jensen's, Inc.
- EAST: Three hundred ninety-two feet, more or less, by land formerly owned by Florence and Raymond Field.
- SOUTH: Two hundred seventy-five (275) feet, more or less, by land of Jessie Wallace and John Bonjomi and George Pytlík.

Containing approximately 2.1 acres, including the right to use 30' right of way from Boston Post Road to property herein conveyed.

EXHIBIT A-2

Encumbrances Affecting the Premises

EXHIBIT B

**Site Diagram of Site and Rights and Easements
See following four (4) pages**

ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

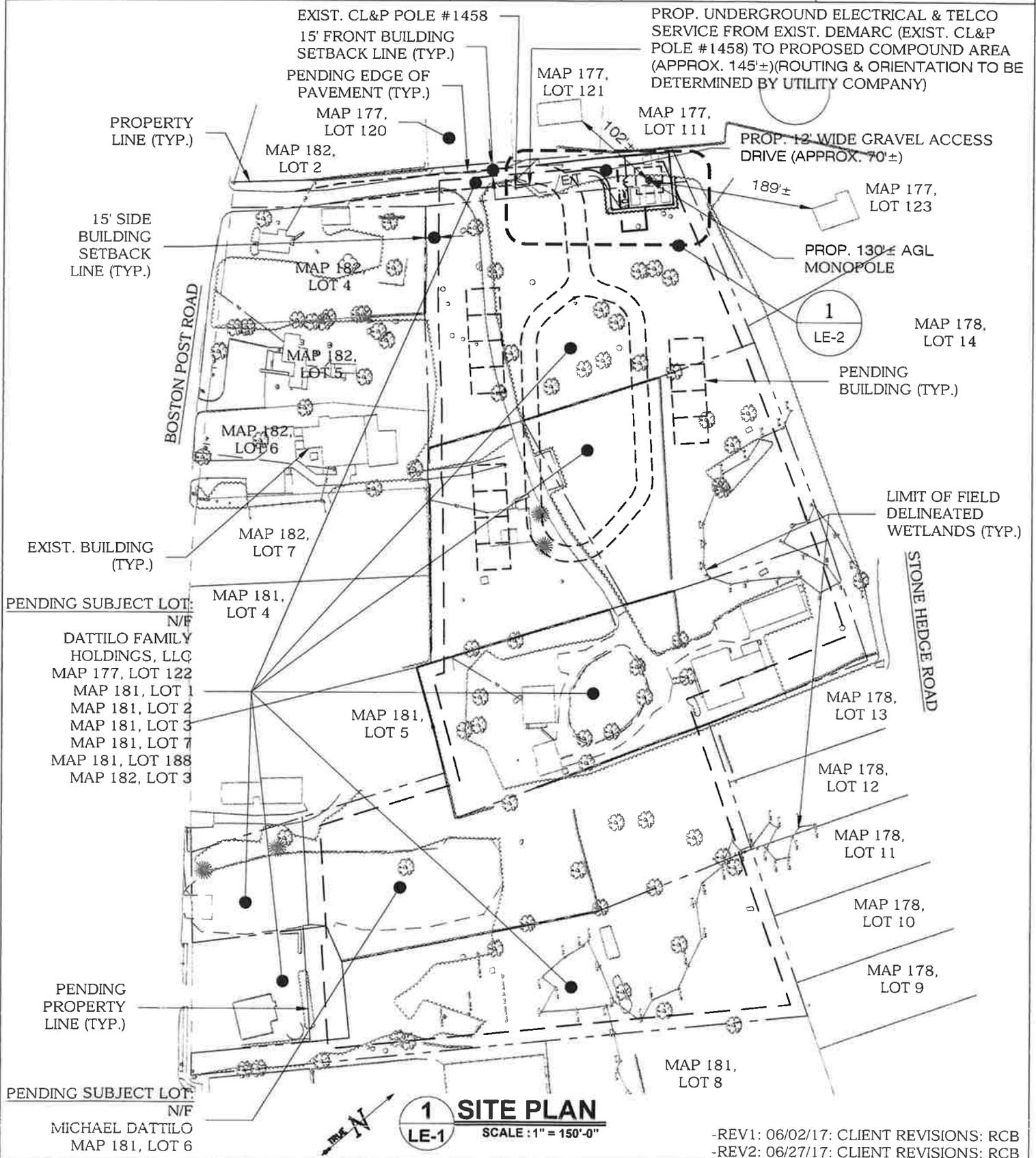
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700	
LE-1	
SCALE: AS NOTED	DRAWN BY: CSH
DATE: 05/19/17	CHECKED BY: RCB

MCM COMMUNICATIONS, LLC
P.O. BOX 320361
HARTFORD, CT 06132
OFFICE: (888) 973-7483

**MCM SITE NUMBER:
CT-XXX**

**WESTBROOK H2O
KIRTLAND STREET
WESTBROOK, CT 06498**



NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700

LE-2

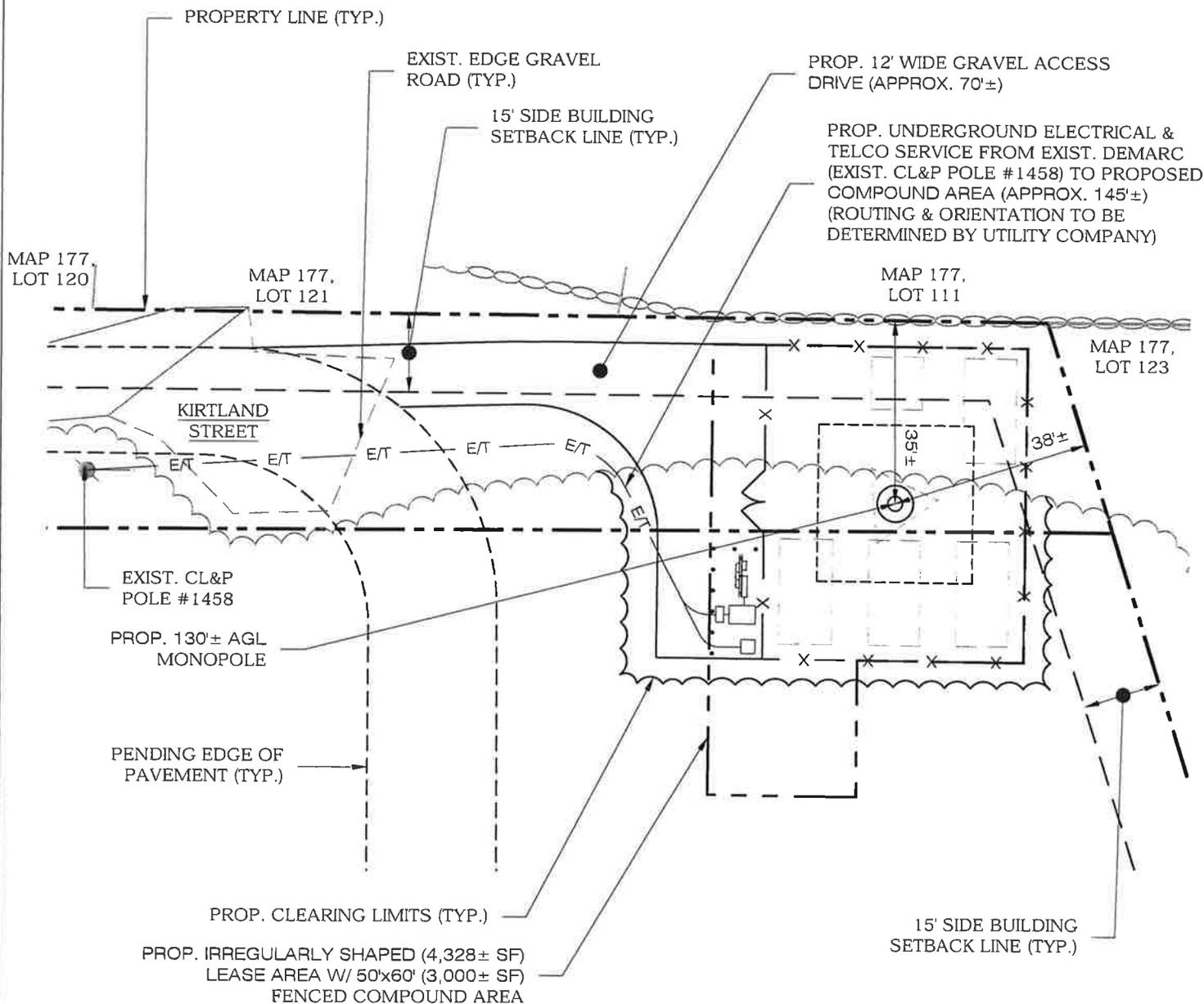
SCALE: AS NOTED **DRAWN BY: CSH**

DATE: 05/19/17 **CHECKED BY: RCB**

MCM COMMUNICATIONS, LLC
P.O. BOX 320361
HARTFORD, CT 06132
OFFICE: (888) 973-7483

MCM SITE NUMBER:
CT-XXX

WESTBROOK H2O
KIRTLAND STREET
WESTBROOK, CT 06498



1 PARTIAL SITE PLAN
LE-2 **SCALE: 1" = 30'-0"**



-REV1: 06/02/17: CLIENT REVISIONS: RCB
-REV2: 06/27/17: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



ALL-POINTS
TECHNOLOGY CORPORATION

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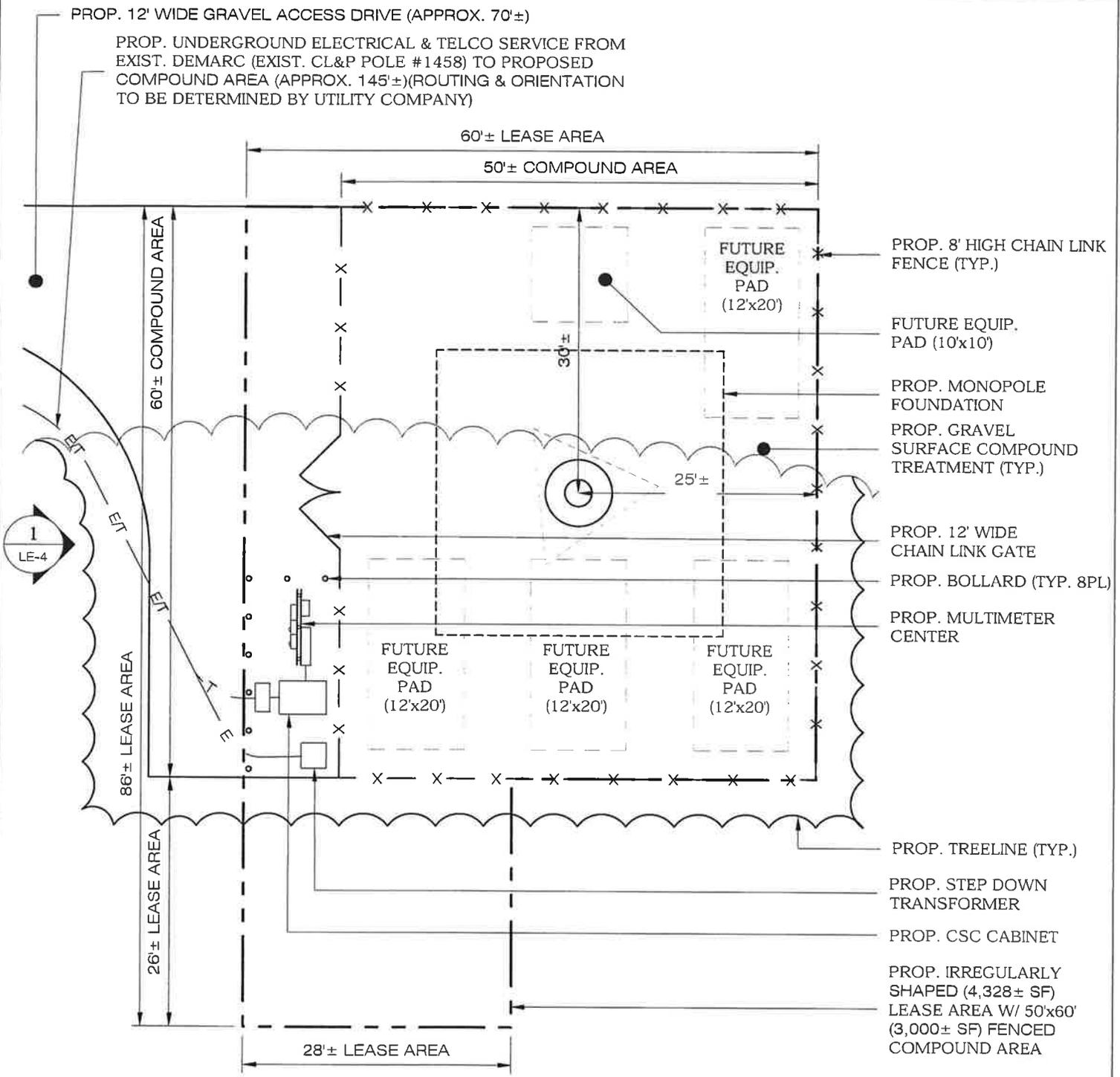
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700	
LE-3	
SCALE: AS NOTED	DRAWN BY: CSH
DATE: 05/19/17	CHECKED BY: RCB



MCM COMMUNICATIONS, LLC
P.O. BOX 320361
HARTFORD, CT 06132
OFFICE: (888) 973-7483

MCM SITE NUMBER: CT-XXX
WESTBROOK H2O KIRTLAND STREET WESTBROOK, CT 06498



1 COMPOUND PLAN
LE-3 SCALE: 1" = 15'-0"

-REV1: 06/02/17: CLIENT REVISIONS: RCB
-REV2: 06/27/17: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT242700

LE-4

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 05/19/17

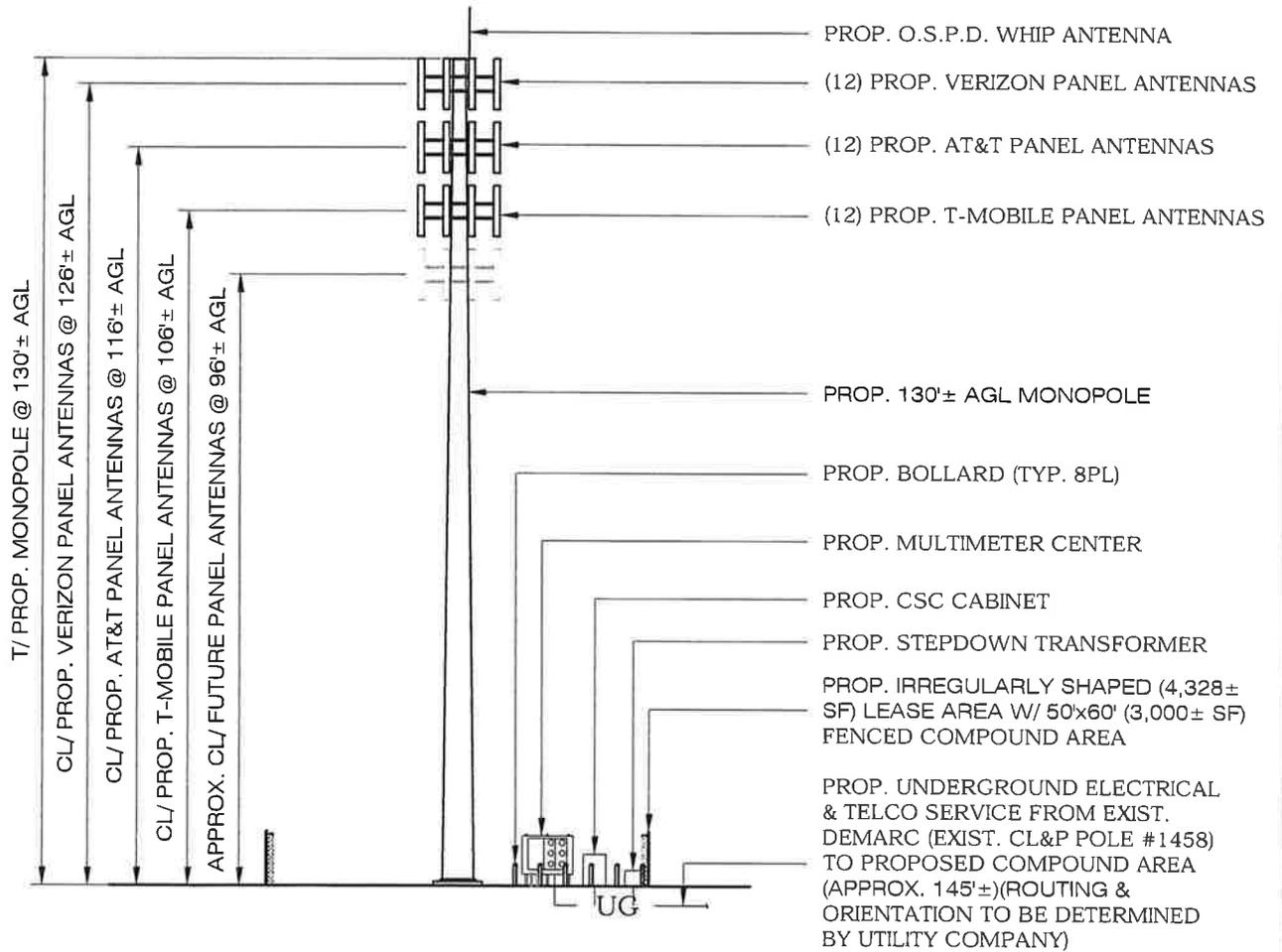
CHECKED BY: RCB



MCM COMMUNICATIONS, LLC
P.O. BOX 320361
HARTFORD, CT 06132
OFFICE: (888) 973-7483

MCM SITE NUMBER:
CT-XXX

WESTBROOK H2O
KIRTLAND STREET
WESTBROOK, CT 06498



1
LE-4

PROPOSED NORTHWEST ELEVATION

SCALE : 1" = 30'-0"

-REV1: 06/02/17: CLIENT REVISIONS: RCB
-REV2: 06/27/17: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

EXHIBIT C

New Survey

EXHIBIT E
Notice of Lease

Notice is hereby given of the existence of the following Lease Agreement and of the Rights and Easements created thereunder:

1. The name and address of the Landlord is:
Dattilo Family Holding, LLC
1525 Boston Post Road
Westbrook, CT 06498
The name and address of the Tenant is:
MCM Communications, LLC
40 Woodland Street
Hartford, CT 06105
2. The date of execution of the Lease Agreement by the Landlord is July 10, 2017
The date of execution of the Lease Agreement by the Tenant is July 18, 2017
3. Description of Landlord's premises: Mblu 177 / 122, Kirtland Street, Westbrook, CT; Mblu 181 / 001 Westbrook, CT
4. Description of additional Rights and Easements created under the Lease Agreement:
A twenty-five (25) foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Mblu 177 / 122, Kirtland Street, Westbrook, CT; to the Site ("Access Easement"). A twenty-five (25) foot wide easement over, under, across and upon that portion of the Landlord's premises extending from Mblu 177 / 122, Kirtland Street, Westbrook, CT to the Site ("Utility Easement").
5. The Tenant retains a right of first refusal under the Lease Agreement with respect to the revenue generated on premises pursuant to the Lease Agreement for the term of the Lease Agreement and all subsequent extension periods.
6. The initial term of the Lease Agreement is for ten years.
7. The commencement date of the Lease Agreement is July 18, 2017.
8. The termination date of the initial term of the Lease Agreement is July 17, 2027
9. The Lease Agreement contains a provision giving the Tenant twelve (12) consecutive options to extend the Lease Agreement. Each extension period shall be for a term of five (5) years. The first such extension period shall commence following the expiration date of the initial term.
10. A copy of said Lease Agreement is on file at the offices of: MCM Communications, LLC, 40 Woodland St., Hartford, CT 06105

This instrument, being intended to be a Notice of Lease Agreement executed solely for the purpose of providing constructive notice of said Lease Agreement, is not intended to affect in any way the rights and obligations of the parties to said Lease Agreement.

4

THE CONTRACTOR IS RESPONSIBLE FOR MANAGING GROUNDWATER LEVELS IN THE VICINITY OF EXCAVATIONS TO PROTECT ADJACENT PROPERTIES AND NEW WORK. GROUNDWATER SHALL BE DRAINED IN ACCORDANCE WITH LOCAL SEDIMENTATION & EROSION CONTROL GUIDELINES.

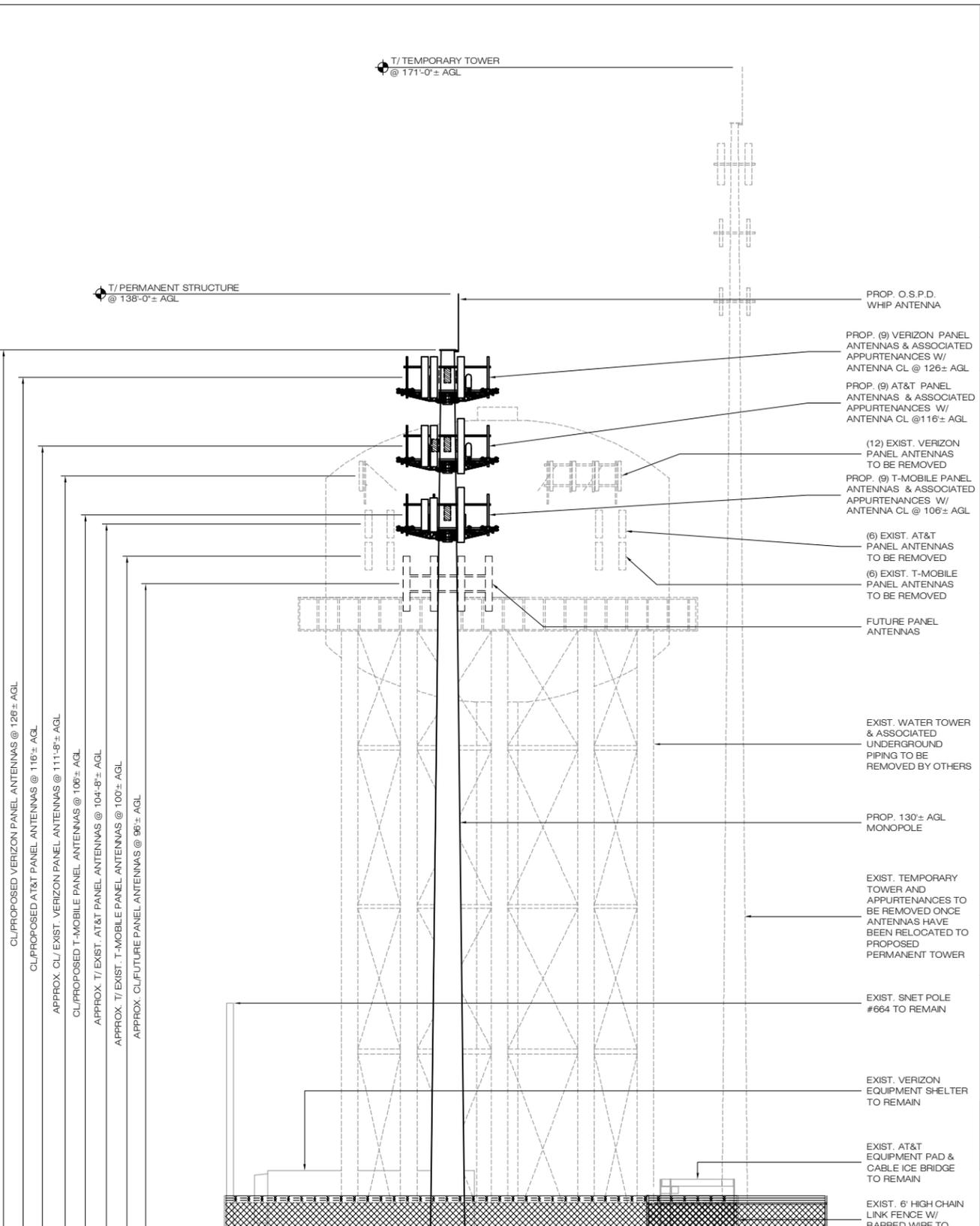
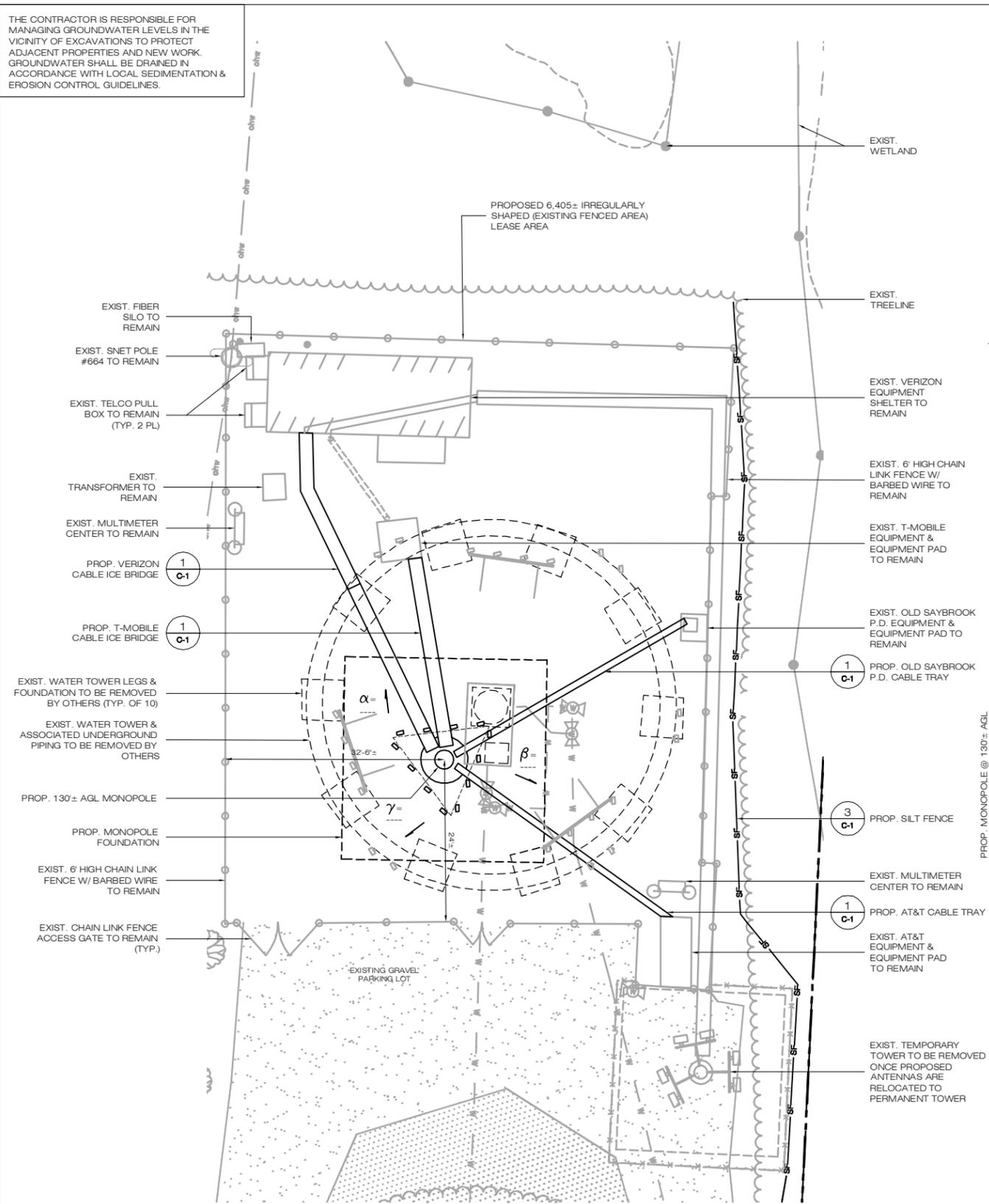
MCM COMMUNICATIONS, LLC
 P.O. BOX 320361
 HARTFORD, CT 06132
 OFFICE: (888) 973-7483

ALL-POINTS TECHNOLOGY CORPORATION
 3 SADDLEBROOK DRIVE PHONE: (860)-663-1697
 KILLINGWORTH, CT 06419 FAX: (860)-663-0935
 WWW.ALLPOINTSTECH.COM

PERMITTING DOCUMENTS		
NO	DATE	REVISION
0	08/07/18	FOR REVIEW: RCB
1	03/11/19	ATTORNEY REVISIONS: RCB
2	05/09/19	ELEVATION REVISIONS: RCB
3		
4		
5		
6		

DESIGN PROFESSIONALS OF RECORD
 PROF: ROBERT C. BURNS P.E.
 COMP: ALL-POINTS TECHNOLOGY CORPORATION, P.C.
 ADD: 3 SADDLEBROOK DRIVE
 KILLINGWORTH, CT 06419

OWNER: THE CONNECTICUT WATER COMPANY
 ADDRESS: 93 WEST MAIN STREET
 CLINTON, CONNECTICUT 06413



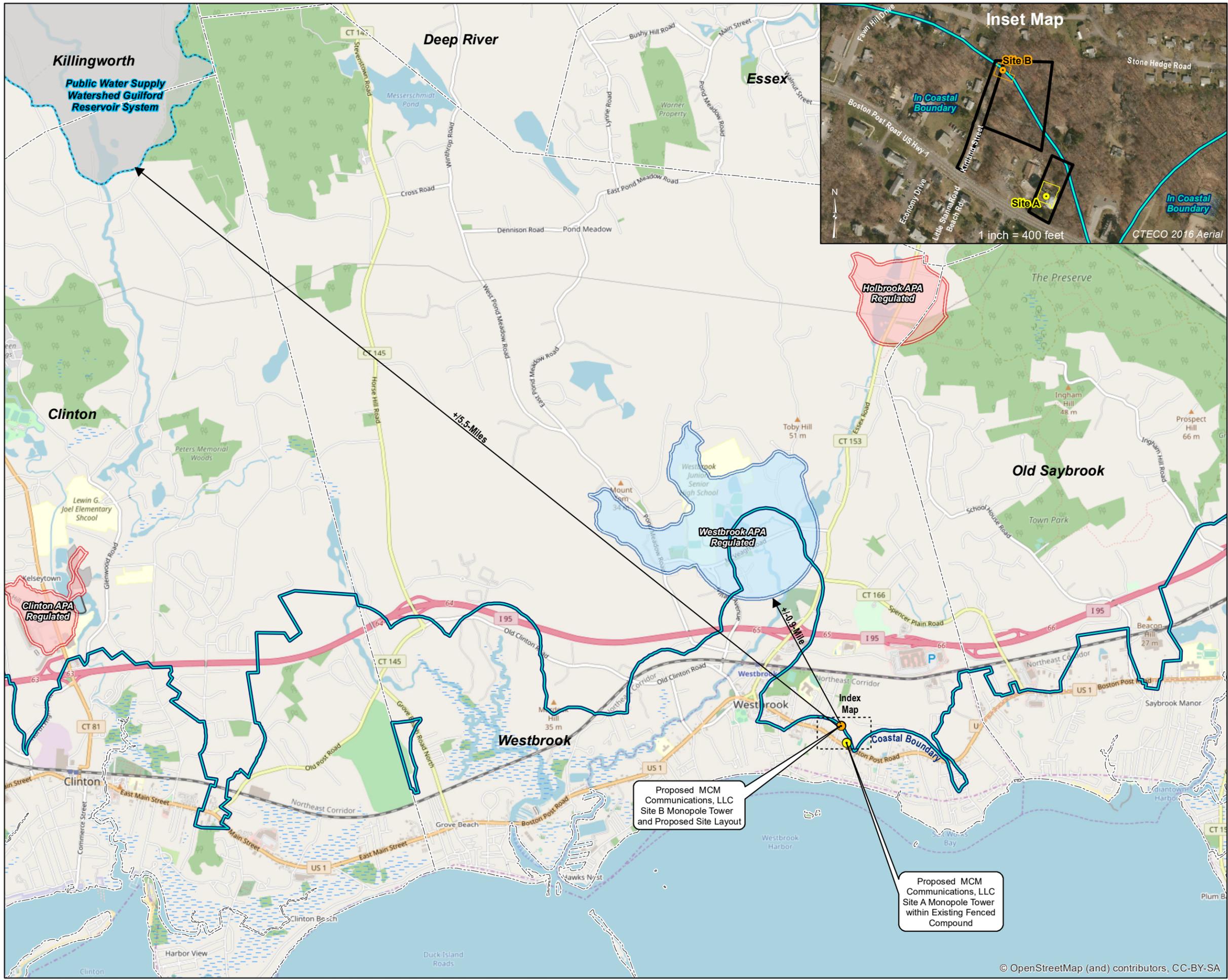
1 COMPOUND PLAN
 SCALE: 1" = 10'-0"
 (IN FEET) 1 inch = 10 ft

2 SOUTH ELEVATION
 SCALE: 1" = 10'-0"
 (IN FEET) 1 inch = 10 ft

SHEET TITLE:
COMPOUND PLAN & TOWER ELEVATION

SHEET NUMBER:
A-1

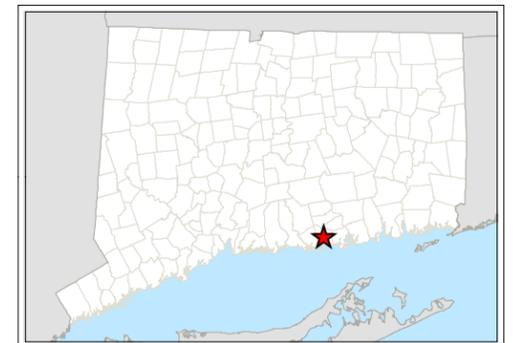
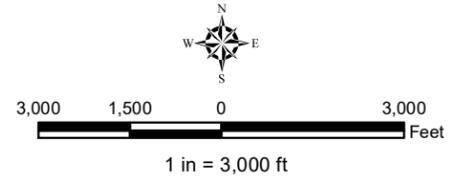
5



Coastal Boundary, Public Water Supply Watershed, and Aquifer Protection Area Map
Proposed Wireless Telecommunications Facility
1542 Boston Post Road
Westbrook, Connecticut (Site A)
and Kirtland Street
Westbrook, Connecticut (Site B)



- Legend**
- Proposed MCM Communications, LLC Monopole Tower - Site A
 - Proposed MCM Communications, LLC Monopole Tower - Site B
 - Public Water Supply Watershed
 - Coastal Boundary
 - Final Adopted Aquifer Protection
 - Final Aquifer Protection
 - Preliminary Aquifer Protection
 - Municipal Boundary



Map Sources:
 Base Map: ESRI Open Street Map
 CTDEEP's data library (<http://www.ct.gov/deep>)
 Data layers are maintained and updated by CTDEEP and represent the most recent publications.
 Map Date: May 2019

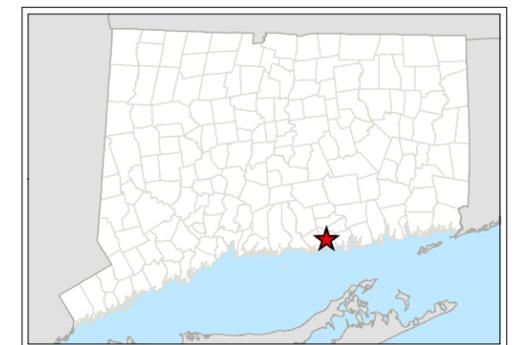
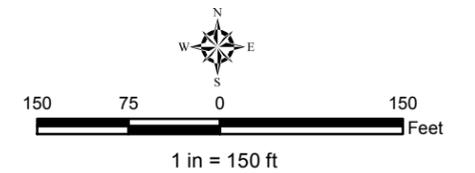
6

Farmland Soils
Proposed Wireless Telecommunications Facility
1542 Boston Post Road
Westbrook, Connecticut (Site A)
and Kirtland Street
Westbrook, Connecticut (Site B)



Legend

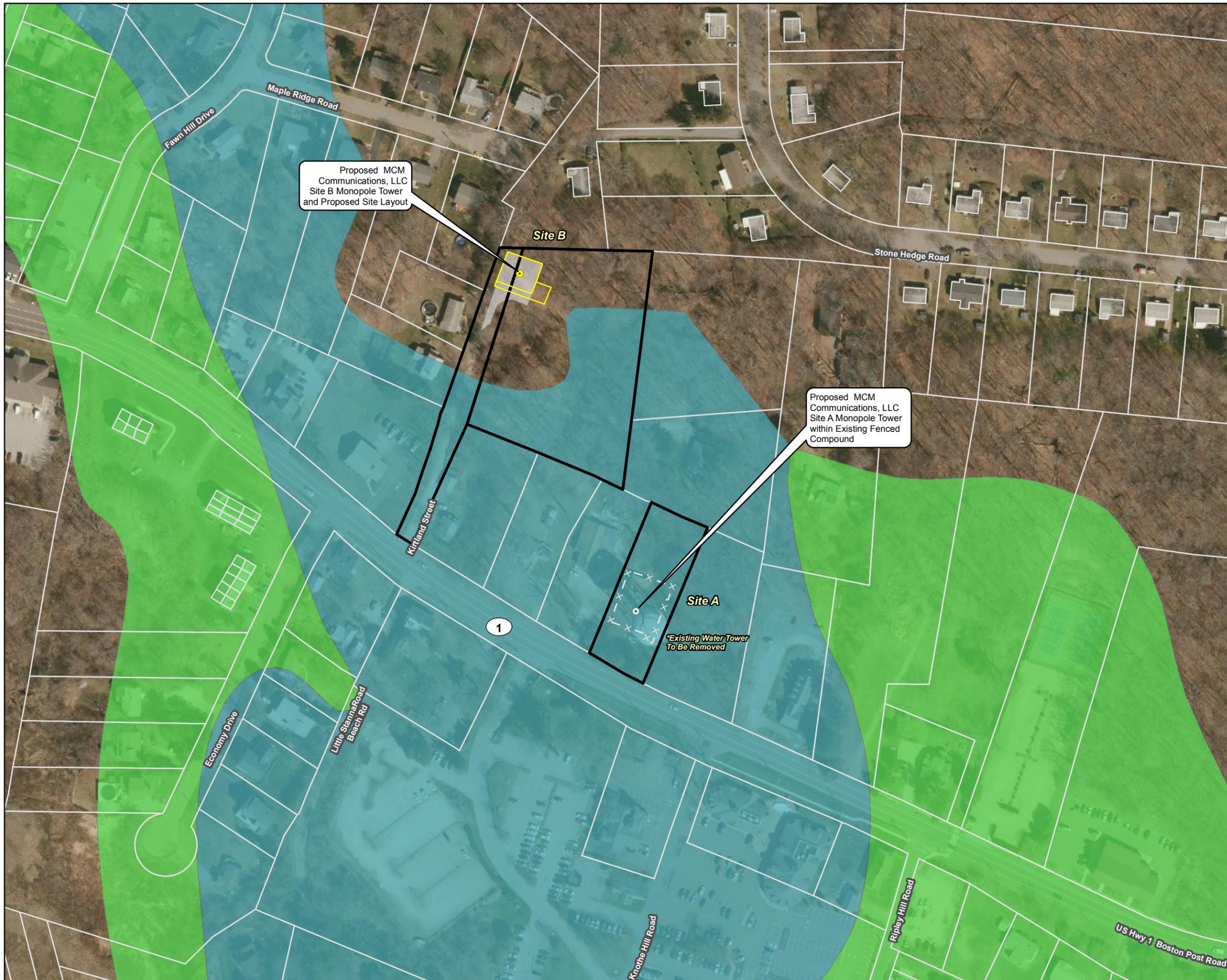
- Proposed MCM Communications, LLC Monopole Tower - Site A
- Existing Fenced Compound (By Others) - Site A
- Proposed MCM Communications, LLC Monopole Tower - Site B
- Proposed MCM Communications, LLC Site Layout - Site B
- Proposed MCM Communications, LLC Gravel Surface - Site B
- Subject Property (Site A and Site B)
- Approximate Parcel Boundary (CTDEEP)
- Prime Farmland Soils
- Statewide Important Farmland Soils



Map Sources:

Ortho Base Map: CTECO 2016 Aerial Imagery
 CTDEEP's data library (<http://www.ct.gov/deep>)
 Data layers are maintained and updated by CTDEEP and represent the most recent publications.

Map Date: March 2019



Proposed MCM Communications, LLC Site B Monopole Tower and Proposed Site Layout

Proposed MCM Communications, LLC Site A Monopole Tower within Existing Fenced Compound

*Existing Water Tower To Be Removed

7

Comparative Visual Assessment & Photo-Simulations

1542 BOSTON POST ROAD
& KIRTLAND STREET
WESTBROOK, CT 06498

Prepared in April 2019 by:
All-Points Technology Corporation, P.C.
3 Saddlebrook Drive
Killingworth, CT 06419

Prepared for MCM Communications, LLC



Visual Assessment Report

MCM Communications, LLC (“MCM Communications”) is seeking to establish a permanent location to relocate wireless communications facilities from its temporary ballast-mounted tower located at 1542 Boston Post Road in Westbrook, Connecticut. MCM has determined two site locations are suitable for the new wireless telecommunications facility (“Facility”), including an adjacent area on the 1542 Boston Post Road (“Site A”) property and another on a nearby parcel to the northeast at the end of Kirtland Street (“Site B”). Installation of the temporary ballast-mounted tower was necessary to facilitate relocating antennas formerly attached to a Connecticut Water Company water tower. The temporary tower was approved by the Connecticut Siting Council on December 7, 2017 under Petition 1330. The temporary ballast-mounted tower was constructed in 2018 and wireless facilities were relocated from the water tower which was subsequently decommissioned.

At the request of MCM Communications, All-Points Technology Corporation, P.C. (“APT”) completed this assessment of the two Permanent Facility locations under consideration to provide a comparative evaluation of potential visual effects from within a two-mile radius (the “Study Area”).

Project Undertaking

MCM Communications plans to install a ±130-foot tall monopole at one of two potential locations as a permanent replacement to the temporary ballast-mounted tower. The sites under consideration include:

Site A – 1542 Boston Post Road

The permanent Facility would be centrally located on the 0.61-acre property at 1542 Boston Post Road, generally within the central footprint of the former water tower, at a ground elevation of ±48 feet above mean sea level (“AMSL”). The Facility would be incorporated into an existing fenced equipment compound that formerly surrounded the water tower.

Site B - Kirtland Street

The Facility would be located in the northwest corner of a ±2.1-acre parcel¹ located at the northern terminus of Kirtland Street at a ground elevation of ±53 feet AMSL. The Facility would be enclosed within a new 50-foot by 60-foot fenced equipment compound.

Project Setting

The two potential site locations are situated along the northern side of Boston Post Road (US Route 1) and east of Kirtland Street, approximately ±0.24 mile north of Long Island Sound. Generally, land use within the immediate vicinity of the proposed sites is a mix of commercial and institutional development along Boston Post Road and residential neighborhoods to the southeast and southwest, including beach communities associated with Long Island Sound; residences and undeveloped forested land are prevalent to the north.

Please see the attachment *Figure 1 – Site Location Map* for a depiction of the two potential site locations.

¹ Property ID 177/122 per Town of Westbrook Assessor’s information

Verizon, AT&T and T-Mobile would relocate existing antenna arrays from the temporary ballast tower onto the new, permanent monopole. In addition, the Old Saybrook Police Department would mount an 8-foot whip antenna to the top of the monopole. The proposed Facility would be designed for an additional (fourth) commercial carrier.

Methodology

APT used the combination of a predictive computer model, in-field analysis, and a review of various data sources to evaluate the visibility associated with the proposed Facilities on both a quantitative and qualitative basis. The predictive model provides a measurable assessment of visibility throughout the entire Study Area, including private properties and other areas inaccessible for direct observations. The in-field analyses included a balloon float and field reconnaissance of the Study Area to record existing conditions, verify results of the model, inventory seasonal and year-round view locations, and provide photographic documentation from publicly accessible areas. A description of the procedures used in the analysis is provided below.

Preliminary Computer Modeling

To conduct this assessment, a predictive computer model was developed specifically for this project using ESRI's ArcMap GIS² software and available GIS data. The predictive model incorporates Project and Study Area-specific data, including the site locations, ground elevations and the proposed Facility height, as well as the surrounding topography, existing vegetation, and structures (the primary features that can block direct lines of sight).

A digital surface model ("DSM"), capturing both the natural and built features on the Earth's surface, was generated for the extent of the Study Area utilizing State of Connecticut 2016 LiDAR³ LAS⁴ data points. LiDAR is a remote-sensing technology that develops elevation data by measuring the time it takes for laser light to return from the surface to the instrument's sensors. The varying reflectivity of objects also means that the "returns" can be classified based on the characteristics of the reflected light, normally into categories such as "bare earth," "vegetation," "road," or "building." Derived from the 2016 LiDAR data, the LAS datasets contain the corresponding elevation point data and return classification values. The Study Area DSM incorporates the first return LAS dataset values that are associated with the highest feature in the landscape, typically a treetop, top of a building, and/or the highest point of other tall structures.

Once the DSM was generated, ESRI's Viewshed Tool was utilized to identify locations within the Study Area where the proposed Facility may be visible. ESRI's Viewshed Tool predicts visibility by identifying those cells⁵ within the DSM that can be seen from an observer location (in this case, the proposed Facility). Cells where visibility was indicated were extracted and converted from a raster dataset to a polygon feature which was then overlaid onto an aerial photograph and topographic base map. Since the DSM includes the highest relative feature in the landscape, isolated "visible" cells are often indicated within heavily forested areas (e.g., from the top of the highest tree) or on building rooftops during the

² ArcMap is a Geographic Information System desktop application developed by the Environmental Systems Research Institute for creating maps, performing spatial analysis, and managing geographic data.

³ Light Detection and Ranging.

⁴ An LAS file is an industry-standard binary format for storing airborne LiDAR data.

⁵ DSM cell size is 1 sq. meter.

initial processing. It is recognized that these areas do not represent typical viewer locations and overstate visibility. As such, the resulting polygon feature is further refined by extracting those areas. The viewshed results are also cross-checked against the most current aerial photographs to assess whether significant changes (a new housing development, for example) have occurred since the time the LiDAR-based LAS datasets were captured.

The results of the preliminary analysis are intended to provide a representation of those areas where portions of the Facility *may* potentially be visible to the human eye without the aid of magnification, based on a viewer eye-height of five (5) feet above the ground and the combination of intervening topography, trees and other vegetation, and structures. However, the Facility may not necessarily be visible from all locations within those areas identified by the predictive model, which has limitations.

For instance, it is important to note that the computer model cannot account for mass density, tree diameters and branching variability of trees, or the degradation of views that occur with distance. As a result, some areas depicted on the viewshed maps as theoretically offering potential visibility of the Facility may be over predictive because the quality of some views are not sufficient for the human eye to recognize the Facility or discriminate it from other surrounding or intervening objects.

Seasonal Visibility

Visibility also varies seasonally with increased, albeit obstructed, views occurring during “leaf-off” conditions. Beyond the variabilities associated with density of woodland stands found within any given Study Area, each individual tree also has its own unique trunk, pole timber and branching patterns that provide varying degrees of screening in leafless conditions which, as introduced above, cannot be precisely modeled. Seasonal visibility is therefore estimated based on a combination of factors including the type, size, and density of trees within a given area; topographic constraints; and other visual obstructions that may be present. Taking into account these considerations, areas depicting seasonal visibility on the viewshed maps are intended to represent locations from where there is a potential for views through intervening trees, as opposed to indicating that leaf-off views will exist from within an entire seasonally-shaded area.

To refine the estimate of seasonal visibility through the trees, forested areas were manually adjusted to eliminate 500-foot wide areas of vegetation surrounding the Facility and perimeters of forested areas with otherwise unimpeded aspects toward the site. This distance, although considered conservative, is based on 20+ years of field experience and observations, and assumes that a person standing within a forested area will not be able to discern an object (like the Facility) beyond 500 feet. Depending on the density of the intervening tree canopy and understory of the surrounding woodlands, it is assumed that some locations (but not all) within 500 feet could provide visibility of at least a portion of the Facility during “leaf-off” conditions.

Balloon Float and Field Reconnaissance

To supplement and fine tune the results of the computer modeling efforts, APT completed in-field verification activities consisting of a balloon float, vehicular and pedestrian reconnaissance, and photo-documentation for the proposed Facility at each potential Site location. Two separate balloon floats and

field reviews were completed on September 24, 2018 and March 17, 2019 respectively, to evaluate the visibility associated with the proposed Facilities during both “leaf-on” and “leaf-off” conditions.⁶

The balloon floats consisted of raising a brightly colored, approximately four-foot diameter, helium-filled balloon tethered to a string height of ±130 feet AGL⁷ at each potential Site location. Weather conditions were favorable for the in-field activities during both events, with calm winds and mostly sunny skies. Once the balloons were secured, APT conducted a Study Area reconnaissance by driving along the local and State roads and other publicly accessible locations to document and inventory where the balloons could be seen above and through the tree canopy. Visual observations from the reconnaissance were also used to evaluate the results of the preliminary visibility mapping and identify any discrepancies in the initial modeling.

Photographic Documentation

During the Study Area reconnaissance, APT obtained photo-documentation of representative locations where one or both of the balloons were visible. At each photo location, the geographic coordinates of the camera’s position were logged using global positioning system (“GPS”) technology. Photographs were taken with a Canon EOS 6D digital camera body and Canon EF 24 to 105 millimeter (“mm”) zoom lens.⁸ APT typically uses a standard focal length of 50mm to present a consistent field of view. On occasion, photos are taken at lower focal lengths to provide a greater depth of field and context to the scene by including surrounding features within the photograph. During this evaluation, photos 10, 11, 18 and 37 were taken at a 24mm focal length.

Photograph Locations

The table on the following page summarizes the photographs and simulations for the field reconnaissance data presented in the attachment to this report including a description of each location, camera focal length, view orientation, the general characteristics of the view and the distance from where the photo was taken relative to the proposed Facility sites. The photo locations are depicted on the photolog and viewshed maps provided as attachments to this report.

⁶ For purposes of this report, photographs from the March 2019 balloon float are presented as they document views during “leaf-off” conditions.

⁷ The bottom of the balloon represented the top of the monopole.

⁸ The Canon EOS 6D is a full-framed camera which includes a lens receptor of the same size as the film used in 35mm cameras. As such, the images produced are comparable to those taken with a conventional 35 mm camera.

Table 1 - Photograph Locations						
View	Location	Orientation	View Characteristics			
			Distance to Site A	Distance to Site B	Visibility of Site A	Visibility of Site B
1	Seaside Avenue	Northeast	±1.46 Miles	±1.47 Miles	Not Visible	Not Visible
2	Seaside Avenue	Northeast	±1.41 Miles	±1.43 Miles	Year Round	Year Round
3	Seaside Avenue	Northeast	±1.16 Mile	±1.16 Mile	Year Round	Year Round
4	Seaside Avenue	Northeast	±0.95 Mile	±0.95 Mile	Year Round	Not Visible
5	Salt Island Road at Pepperidge Avenue	Northeast	±0.39 Mile	±0.42 Mile	Year Round	Not Visible
6	Salt Island Road	Northeast	±0.34 Mile	±0.39 Mile	Not Visible	Year Round
7	Seascape Drive	Northeast	±0.32 Mile	±0.36 Mile	Year Round	Year Round
8	Fiske Lane	East	±0.71 Mile	±0.66 Mile	Not Visible	Year Round
9	Fiske Lane – Ted Lane Field	East	±0.70 Mile	±0.64 Mile	Seasonal	Seasonal
10	Boston Post Road*	Southeast	±0.67 Mile	±0.60 Mile	Not Visible	Not Visible
11	Essex Road*	Southeast	±0.67 Mile	±0.60 Mile	Not Visible	Not Visible
12	Essex Road	Southeast	±0.67 Mile	±0.58 Mile	Not Visible	Not Visible
13	Essex Road	Southeast	±0.70 Mile	±0.60 Mile	Not Visible	Seasonal
14	Middlesex Health Shoreline Medical Center	South	±0.62 Mile	±0.51 Mile	Not Visible	Not Visible
15	Westbrook Outlets	Southwest	±0.64 Mile	±0.57 Mile	Not Visible	Seasonal
16	Trolley Road	East	±0.56 Mile	±0.50 Mile	Not Visible	Year Round
17	Boston Post Road	Southeast	±0.42 Mile	±0.35 Mile	Year Round	Not Visible
18	Boston Post Road*	Southeast	±0.28 Mile	±0.22 Mile	Year Round	Year Round
19	Goodspeed Drive	Southeast	±0.30 Mile	±0.22 Mile	Not Visible	Not Visible
20	Goodspeed Drive	Southeast	±0.34 Mile	±0.23 Mile	Not Visible	Seasonal
21	Westbrook Heights Road	Southeast	±0.38 Mile	±0.27 Mile	Not Visible	Seasonal
22	Westbrook Heights Road	Southeast	±0.30 Mile	±0.19 Mile	Not Visible	Seasonal
23	Fawn Hill Drive	Southeast	±0.31 Mile	±0.20 Mile	Not Visible	Not Visible
24	Fawn Hill Drive	Southeast	±0.24 Mile	±0.13 Mile	Not Visible	Seasonal
25	Fawn Hill Drive at Maple Ridge Road	Southeast	±0.21 Mile	±0.10 Mile	Not Visible	Year Round
26	Stone Hedge Road	South	±0.24 Mile	±0.15 Mile	Not Visible	Not Visible
27	Stone Hedge Road	Southwest	±0.19 Mile	±0.11 Mile	Not Visible	Year Round
28	Stone Hedge Road	Southwest	±0.16 Mile	± 475 Feet	Not Visible	Year Round
29	Stone Hedge Road	Southwest	±0.16 Mile	±0.15 Mile	Seasonal	Not Visible
30	Stone Hedge Road	West	±0.30 Mile	±0.32 Mile	Not Visible	Seasonal
31	Boston Post Road	Northwest	±0.35 Mile	±0.42 Mile	Not Visible	Not Visible
32	Old Salt Works Road at Boston Post Road	Northwest	±0.44 Mile	±0.51 Mile	Not Visible	Not Visible
33	Old Salt Works Road	Northwest	±0.58 Mile	±0.67 Mile	Year Round	Not Visible
34	Pointina Road	Northwest	±0.51 Mile	±0.61 Mile	Year Round	Not Visible
35	Ripley Hill Road	Northwest	±0.16 Mile	±0.27 Mile	Year Round	Not Visible
36	Water's Edge	North	±0.13 Mile	±0.24 Mile	Year Round	Not Visible
37	Water's Edge Parking Area*	Northeast	±0.11 Mile	±0.20 Mile	Year Round	Seasonal

*These photographs were taken with a 24MM focal length.

Photographic Simulations

Photographic simulations were generated to portray scaled renderings of the proposed Facilities from the 27 locations presented herein where the balloon could be viewed above or through the trees. Using field data, site plan information and 3-dimension (3D) modeling software, spatially referenced models of the sites and Facilities were generated and merged. The geographic coordinates obtained in the field for the photograph locations were incorporated into the model to produce virtual camera positions within the spatial 3D model. Photo simulations were then created using a combination of renderings generated in the 3D model and photo-rendering software programs, which were ultimately composited and merged with the existing conditions photographs (using Photoshop image editing software). The scale of the subjects in the photograph (the balloons) and its corresponding simulation (the Facility) are proportional to their surroundings.

For presentation purposes in this report, the photographs were produced in an approximate 7-inch by 10.5-inch format. When reproducing the images in this format size, we believe it is important to present the largest view while providing key contextual landscape elements (existing development, street signs, utility poles, etc.) so that the viewer can determine the proportionate scale of each object within the scene.

Photo-documentation of the field reconnaissance and photo-simulations of the proposed Facilities are presented in the attachment at the end of this report. The field reconnaissance photos that include the balloon(s) in the view provide visual reference points for the approximate height and locations of each proposed Facility relative to the scene.

All simulations were created to represent the proposed Facility height of ± 130 feet AGL, with the top of the municipal whip antenna extending up an additional ± 8 feet. The photo-simulations are intended to provide the reader with a general understanding of the different view characteristics associated with the Facility from various locations. Photographs were taken from publicly-accessible areas and were chosen to present unobstructed view lines (wherever possible).

Final Visibility Mapping

Information obtained during each field reconnaissance was incorporated into the mapping data layers, including observations of the field reconnaissance, the photo locations, areas that experienced recent land use changes and those places where the initial model was found to over or under-predict visibility. Once the additional data was integrated into the model, APT re-calculated the visibility of each Facility location from within the Study Area to assist in producing the final viewshed maps.

Both USGS Topographic and Aerial Photography bases were used to create comparative viewshed maps, as well as for each individual site. These viewshed analysis maps are provided as attachments to this report.

Conclusions

Results of this analysis are graphically displayed on the viewshed maps provided in the attachment to this report. The maps also include the locations of photographs and corresponding simulations. Areas from where Site A would be visible year-round comprise $\pm 2,871$ acres, of which $\pm 2,815$ acres are over open water on Long Island Sound. The areas where Site A would be visible in leaf-off conditions comprise ± 17 additional acres. Areas from where Site B would be visible year-round comprise $\pm 2,737$ acres, of which

±2,646 acres are over open water on Long Island Sound. Areas from where Site B would be visible in leaf-off situations comprise ±29 additional acres.

Similar to the temporary tower located at 1542 Boston Post Road, a permanent Facility at either potential site location would be visible to select areas along the shoreline, extending nearly 1.5 miles to the southwest and 0.5 mile to the southeast. At a height of 30 feet lower than the existing temporary tower, a permanent Facility at either location would be less prominent on the horizon as less vertical infrastructure would be silhouetted against the sky above the tree canopy. The remainder of year-round views would be limited to locations south of Boston Post Road within 0.5 mile or less of the two potential Sites. The combination of relatively flat terrain, existing structures and dense, mature tree canopy assists in limiting views of the Facility beyond these areas and even more so to the north.

Seasonally, when the leaves are off the deciduous trees, views of a tower at Site B may be obtained from some residential properties to the north along Maple Ridge Road, Fawn Hill Drive, and Stone Hedge Road. Site A's location farther to the south would provide additional screening from those areas.

Proximity to Schools and Commercial Child Day Care Centers

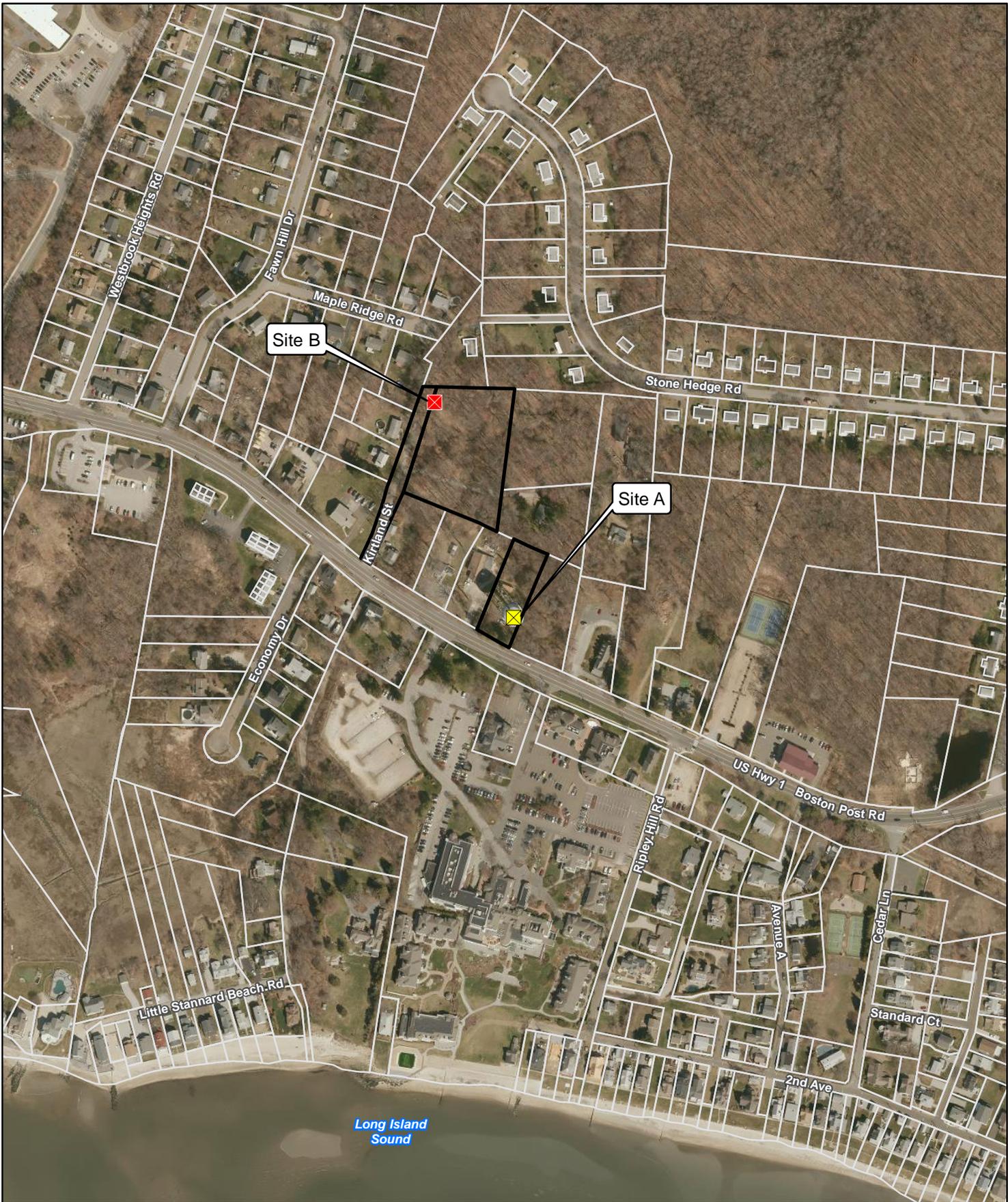
No schools or commercial day care centers are located within 250 feet of either Host Property. The nearest commercial child day care center to Site A is the Valley Shore YMCA After School Program, located approximately 0.38 mile to the northwest at 201 Spencer Plains Road. The nearest school to Site A is the Oxford Academy located approximately 0.3 mile to the west at 1393 Boston Post Road. The nearest commercial child day care center to Site B is the Valley Shore YMCA After School Program, located approximately 0.26 mile to the northwest at 201 Spencer Plains Road. The nearest school to Site B is the Oxford Academy located approximately 0.26 mile to the west at 1393 Boston Post Road. There are only very minor year-round views anticipated for each Site (A and B) from both Oxford Academy and the Valley Shore YMCA After School Program.

Limitations

The viewshed maps presented in the attachment to this report depict areas where the proposed Facility may potentially be visible to the human eye without the aid of magnification based on a viewer eye-height of 5 feet above the ground and intervening topography. This analysis may not necessarily account for all visible locations, as it is based on the combination of computer modeling, incorporating 2016 aerial photographs, and in-field observations from publicly-accessible locations. No access to private properties was provided to APT personnel. This analysis does not claim to depict the only areas, or all locations, where visibility may occur; it is intended to provide a representation of those areas where the Facility is likely to be seen.

The simulations provide a representation of the Facility under similar settings as those encountered during the field review and reconnaissance. Views of the Facility can change throughout the seasons and the time of day, and are dependent on weather and other atmospheric conditions (e.g., haze, fog, clouds); the location, angle and intensity of the sun; and the specific viewer location. Weather conditions on the days of the field review included mostly sunny skies.

ATTACHMENTS



Legend

-  Site A
-  Site B
-  Site Parcel Boundary
-  Approximate Parcel Boundary (CTDEEP GIS)

Map Notes:
 Base Map Source: CT ECO 2016 Imagery
 Map Scale: 1 inch = 350 feet
 Map Date: September 2018



Figure 1 - Site Location Map

Proposed Wireless
 Telecommunications Facility

Site A: 1542 Boston Post Road
 Westbrook, Connecticut

Site B: Kirtland Street
 Westbrook, Connecticut

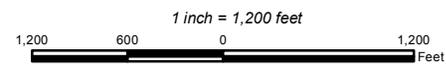




PHOTO LOG

Legend

- Site A
- Site B
- Sites A and B Year-Round
- Not Visible
- Site A Year-Round
- Site B Year-Round
- Site A Year-Round Site B Seasonal
- Site A Seasonal
- Site B Seasonal
- Sites A and B Seasonal





PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
1	SEASIDE AVENUE	50MM	NORTHEAST	NOT VISIBLE	+/- 1.46 MILE	+/- 1.47 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
2	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.41 MILE	+/- 1.43 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
2	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.41 MILE	+/- 1.43 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
2	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.41 MILE	+/- 1.43 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
3	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.16 MILE	+/- 1.16 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
3	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.16 MILE	+/- 1.16 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
3	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 1.16 MILE	+/- 1.16 MILE



EXISTING

PHOTOGRAPHED ON 3/13/2019

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
4	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 0.95 MILE	+/- 0.95 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
4	SEASIDE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 0.95 MILE	+/- 0.95 MILE



EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
5	SALT ISLAND ROAD AT PEPPERIDGE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 0.39 MILE	+/- 0.42 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
5	SALT ISLAND ROAD AT PEPPERIDGE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 0.39 MILE	+/- 0.42 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
6	SALT ISLAND ROAD	50MM	NORTHEAST	YEAR ROUND	+/- 0.34 MILE	+/- 0.39 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
6	PEPPERIDGE AVENUE	50MM	NORTHEAST	YEAR ROUND	+/- 0.34 MILE	+/- 0.39 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
7	SEASCAPE DRIVE	50MM	NORTHEAST	YEAR ROUND	+/- 0.32 MILE	+/- 0.36 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
7	SEASCAPE DRIVE	50MM	NORTHEAST	YEAR ROUND	+/- 0.32 MILE	+/- 0.36 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
7	SEASCAPE DRIVE	50MM	NORTHEAST	YEAR ROUND	+/- 0.32 MILE	+/- 0.36 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
8	FISKE LANE	50MM	SOUTHEAST	YEAR ROUND	+/- 0.71 MILE	+/- 0.66 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
8	FISKE LANE	50MM	SOUTHEAST	YEAR ROUND	+/- 0.71 MILE	+/- 0.66 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
9	FISKE LANE - TED LANE FIELD	50MM	SOUTHEAST	SEASONAL	+/- 0.70 MILE	+/- 0.64 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
9	FISKE LANE - TED LANE FIELD	50MM	SOUTHEAST	SEASONAL	+/- 0.70 MILE	+/- 0.64 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
9	FISKE LANE - TED LANE FIELD	50MM	SOUTHEAST	SEASONAL	+/- 0.70 MILE	+/- 0.64 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
10	BOSTON POST ROAD	24MM	SOUTHEAST	NOT VISIBLE	+/- 0.67 MILE	+/- 0.60 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
11	ESSEX ROAD	24MM	SOUTHEAST	NOT VISIBLE	+/- 0.67 MILE	+/- 0.60 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
12	ESSEX ROAD	50MM	SOUTHEAST	NOT VISIBLE	+/- 0.67 MILE	+/- 0.58 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
13	ESSEX ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.70 MILE	+/- 0.60 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
13	ESSEX ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.70 MILE	+/- 0.60 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
14	MIDDLESEX HEALTH SHORELINE MEDICAL CENTER	50MM	SOUTH	NOT VISIBLE	+/- 0.62 MILE	+/- 0.51 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
15	WESTBROOK OUTLETS	50MM	SOUTHWEST	SEASONAL	+/- 0.64 MILE	+/- 0.57 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
15	WESTBROOK OUTLETS	50MM	SOUTHWEST	SEASONAL	+/- 0.64 MILE	+/- 0.57 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
16	TROLLEY ROAD	50MM	EAST	YEAR ROUND	+/- 0.56 MILE	+/- 0.50 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
16	TROLLEY ROAD	50MM	EAST	YEAR ROUND	+/- 0.56 MILE	+/- 0.50 MILE



EXISTING TEMPORARY TOWER

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
17	BOSTON POST ROAD	50MM	SOUTHEAST	YEAR ROUND	+/- 0.42 MILE	+/- 0.35 MILE

PHOTOGRAPHED ON 3/13/2019



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
17	BOSTON POST ROAD	50MM	SOUTHEAST	YEAR ROUND	+/- 0.42 MILE	+/- 0.35 MILE



EXISTING

PHOTOGRAPHED ON 3/13/2019

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
18	BOSTON POST ROAD	24MM	SOUTHEAST	YEAR ROUND	+/- 0.28 MILE	+/- 0.22 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
18	BOSTON POST ROAD	24MM	SOUTHEAST	YEAR ROUND	+/- 0.28 MILE	+/- 0.22 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
18	BOSTON POST ROAD	24MM	SOUTHEAST	YEAR ROUND	+/- 0.28 MILE	+/- 0.22 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
19	GOODSPEED DRIVE	50MM	SOUTHEAST	NOT VISIBLE	+/- 0.30 MILE	+/- 0.22 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
20	GOODSPEED DRIVE	50MM	SOUTHEAST	SEASONAL	+/- 0.34 MILE	+/- 0.23 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
20	GOODSPEED DRIVE	50MM	SOUTHEAST	SEASONAL	+/- 0.34 MILE	+/- 0.23 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
21	WESTBROOK HEIGHTS ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.38 MILE	+/- 0.27 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
21	WESTBROOK HEIGHTS ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.38 MILE	+/- 0.27 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
22	WESTBROOK HEIGHTS ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.30 MILE	+/- 0.19 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
22	WESTBROOK HEIGHTS ROAD	50MM	SOUTHEAST	SEASONAL	+/- 0.30 MILE	+/- 0.19 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
23	FAWN HILL DRIVE	50MM	SOUTHEAST	NOT VISIBLE	+/- 0.31 MILE	+/- 0.20 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
24	FAWN HILL DRIVE	50MM	SOUTHEAST	SEASONAL	+/- 0.24 MILE	+/- 0.13 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
24	FAWN HILL DRIVE	50MM	SOUTHEAST	SEASONAL	+/- 0.24 MILE	+/- 0.13 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
25	FAWN HILL DRIVE AT MAPLE RIDGE ROAD	50MM	SOUTHEAST	YEAR ROUND	+/- 0.21 MILE	+/- 0.10 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
25	FAWN HILL DRIVE AT MAPLE RIDGE ROAD	50MM	SOUTHEAST	YEAR ROUND	+/- 0.21 MILE	+/- 0.10 MILE



EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
26	STONE HEDGE ROAD	50MM	SOUTH	NOT VISIBLE	+/- 0.24 MILE	+/- 0.15 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
27	STONE HEDGE ROAD	50MM	SOUTHWEST	YEAR ROUND	+/- 0.19 MILE	+/- 0.11 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
27	STONE HEDGE ROAD	50MM	SOUTHWEST	YEAR ROUND	+/- 0.19 MILE	+/- 0.11 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
28	STONE HEDGE ROAD	50MM	SOUTHWEST	YEAR ROUND	+/- 0.16 MILE	+/- 475 FEET



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
28	STONE HEDGE ROAD	50MM	SOUTHWEST	YEAR ROUND	+/- 0.16 MILE	+/- 475 FEET



EXISTING TEMPORARY TOWER



EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
29	STONE HEDGE ROAD	50MM	SOUTHWEST	SEASONAL	+/- 0.16 MILE	+/- 0.15 MILE

PHOTOGRAPHED ON 3/13/2019



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
29	STONE HEDGE ROAD	50MM	SOUTHWEST	SEASONAL	+/- 0.16 MILE	+/- 0.15 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
30	STONE HEDGE ROAD	50MM	WEST	SEASONAL	+/- 0.30 MILE	+/- 0.32 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
30	STONE HEDGE ROAD	50MM	WEST	SEASONAL	+/- 0.30 MILE	+/- 0.32 MILE



EXISTING TEMPORARY TOWER

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
31	BOSTON POST ROAD	50MM	NORTHWEST	NOT VISIBLE	+/- 0.35 MILE	+/- 0.42 MILE

PHOTOGRAPHED ON 3/13/2019



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
31	OLD SALT WORKS ROAD AT BOSTON POST ROAD	50MM	NORTHWEST	NOT VISIBLE	+/- 0.44 MILE	+/- 0.51 MILE



EXISTING TEMPORARY TOWER

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
33	OLD SALT WORKS ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.58 MILE	+/- 0.67 MILE

PHOTOGRAPHED ON 3/13/2019



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
33	OLD SALT WORKS ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.58 MILE	+/- 0.67 MILE



EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
34	POINTINA ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.51 MILE	+/- 0.61 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
34	POINTINA ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.51 MILE	+/- 0.61 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
35	RIPLEY HILL ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.16 MILE	+/- 0.27 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
35	RIPLEY HILL ROAD	50MM	NORTHWEST	YEAR ROUND	+/- 0.16 MILE	+/- 0.27 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
36	WATER'S EDGE	50MM	NORTHWEST	YEAR ROUND	+/- 0.13 MILE	+/- 0.24 MILE



PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
36	WATER'S EDGE	50MM	NORTHWEST	YEAR ROUND	+/- 0.13 MILE	+/- 0.24 MILE



PHOTOGRAPHED ON 3/13/2019

EXISTING

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
37	WATER'S EDGE PARKING AREA	24MM	NORTHEAST	YEAR ROUND / SEASONAL	+/- 0.11 MILE	+/- 0.20 MILE



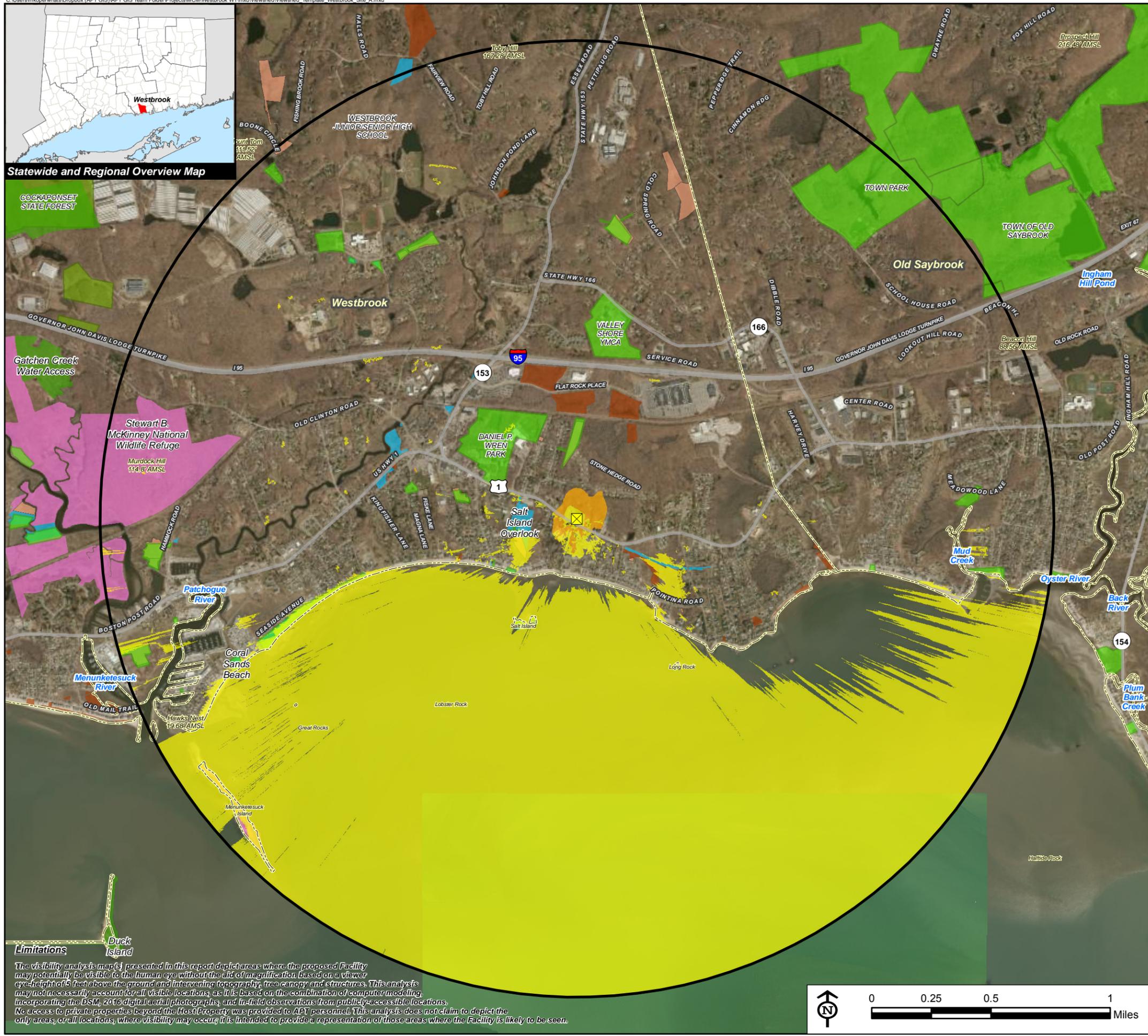
PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
37	WATER'S EDGE PARKING AREA	24MM	NORTHEAST	YEAR ROUND	+/- 0.11 MILE	+/- 0.20 MILE

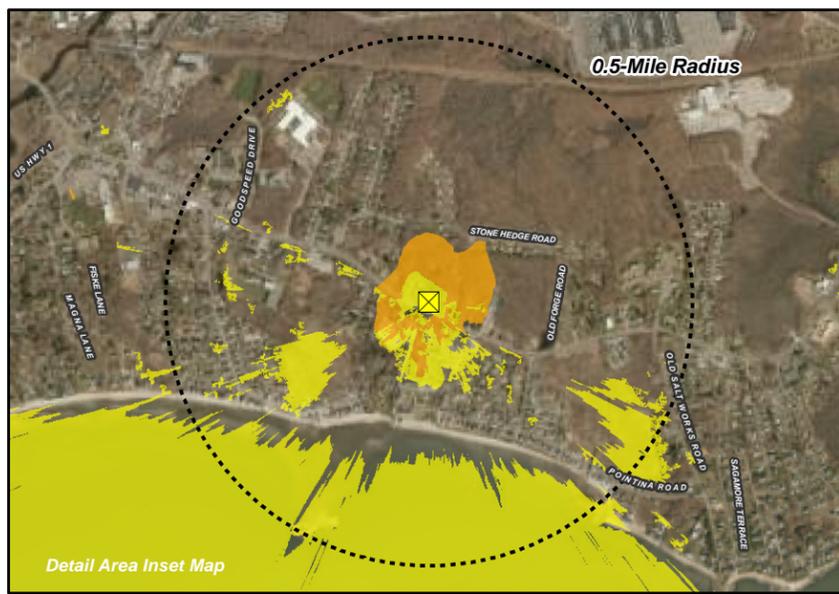


PROPOSED

PHOTO	LOCATION	FOCAL LENGTH	ORIENTATION	VISIBILITY	DISTANCE TO SITE	
					CANDIDATE A	CANDIDATE B
37	WATER'S EDGE PARKING AREA	24MM	NORTHEAST	SEASONAL	+/- 0.11 MILE	+/- 0.20 MILE



Statewide and Regional Overview Map



Viewshed Analysis Map
 Proposed Wireless Telecommunications Facility
 Site A
 1542 Boston Post Road
 Westbrook, Connecticut

Proposed facility height is 130 feet AGL.
 Forest canopy height is derived from LiDAR data.
 Study area encompasses a two-mile radius and includes 8,042 acres of land.
 Map information field verified by APT on September 24, 2018 and March 13, 2019.
 Base Map Source: 2016 Aerial Photograph (CTECO)
 Map Date: April 2019

Legend

Proposed Site - Site	DEEP Boat Launches
Study Area (2-Mile Radius)	Municipal and Private Open Space Property
Predicted Year-Round Visibility - Site A (2,871 Acres; *2,815 Acres Over Open Water on Long Island Sound)	State Forest/Park
Areas of Potential Seasonal Visibility - Site A (17 Acres)	Protected Open Space Property
Municipal Boundary	Federal
	Land Trust
	Municipal
	Private
	State

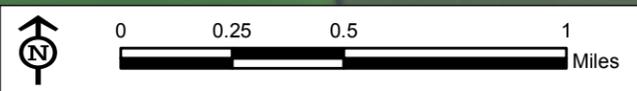
****Photographic Locations For Site A and Site B Depicted on Comparative Viewshed Map**

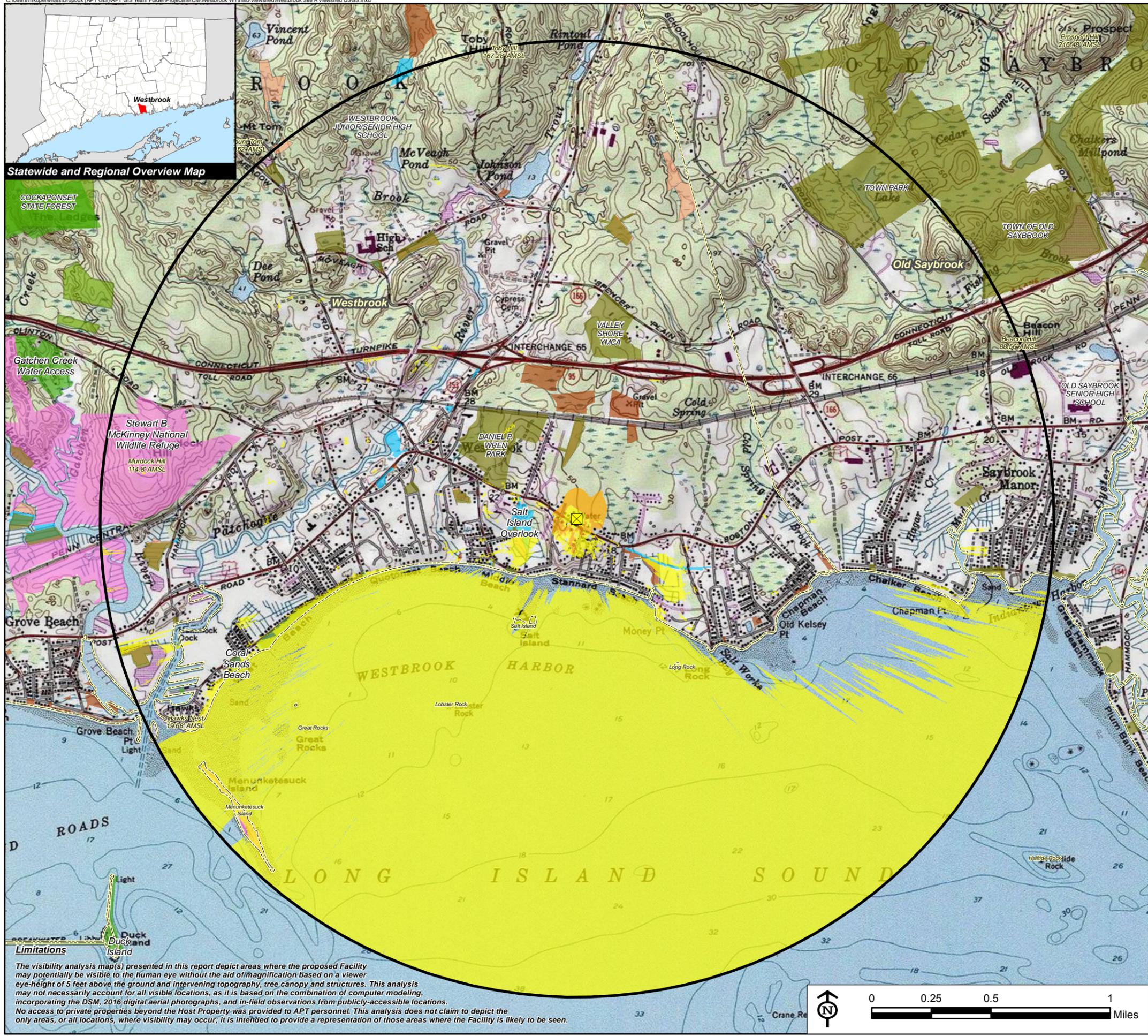
Data Sources:
Physical Geography / Background Data
 A digital surface model (DSM) was created from the State of Connecticut 2016 LiDAR LAS data points, using first return values associated with the highest feature in the landscape (such as a treetop or top of building). The DSM captures the natural and built features on the Earth's surface.
 Municipal Open Space, State Recreation Areas, Trails, County Recreation Areas, and Town Boundary data obtained from CT DEEP. Scenic Roads: CTDOT State Scenic Highways (2015); Municipal Scenic Roads (compiled by APT)
Dedicated Open Space & Recreation Areas
 Connecticut Department of Energy and Environmental Protection (DEEP): DEEP Property (May 2007); Federal Open Space (1997); Municipal and Private Open Space (1997); DEEP Boat Launches (1994)
 Connecticut Forest & Parks Association, Connecticut Walk Books East & West:
The Guide to the Blue-Blazed Hiking Trails of Western Connecticut Western Connecticut, 19th Edition, 2006.

Other
 CTDOT Scenic Strips (based on Department of Transportation data)
Notes
 **Not all the sources listed above appear on the Viewshed Maps. Only those features within the scale of the graphic are shown.

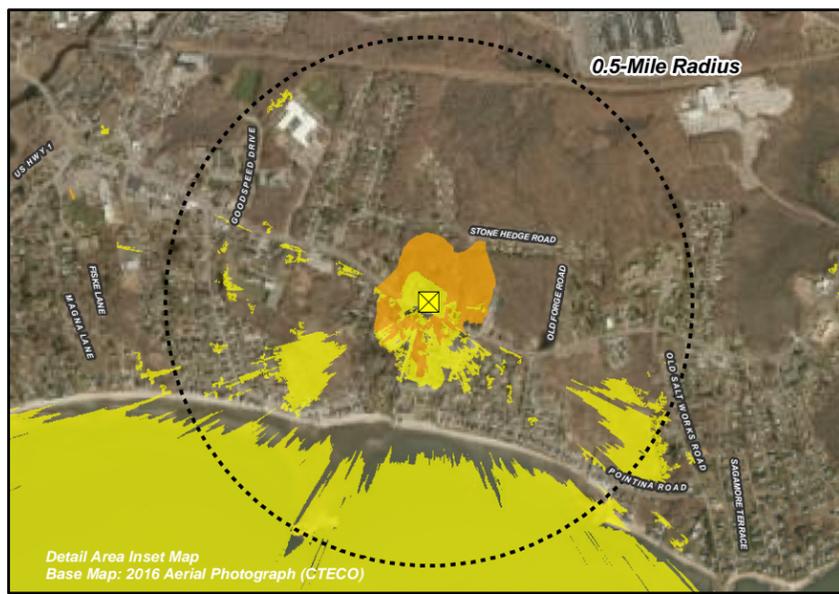
Limitations
 Duck Island

The visibility analysis map(s) presented in this report depict areas where the proposed Facility may potentially be visible to the human eye without the aid of magnification based on a viewer eye-height of 5 feet above the ground and intervening topography, tree canopy and structures. This analysis may not necessarily account for all visible locations, as it is based on the combination of computer modeling, incorporating the DSM, 2016 digital aerial photographs, and in-field observations from publicly-accessible locations. No access to private properties beyond the Host Property was provided to APT personnel. This analysis does not claim to depict the only areas, or all locations, where visibility may occur; it is intended to provide a representation of those areas where the Facility is likely to be seen.





Statewide and Regional Overview Map



Viewshed Analysis Map
 Proposed Wireless Telecommunications Facility
 Site A
 1542 Boston Post Road
 Westbrook, Connecticut

Proposed facility height is 130 feet AGL.
 Forest canopy height is derived from LiDAR data.
 Study area encompasses a two-mile radius and includes 8,042 acres of land.
 Map information field verified by APT on September 24, 2018 and March 13, 2019.
 Base Map Source: USGS 7.5 Minute Topographic Quadrangle Map, Essex, CT (1977)
 Map Date: April 2019

Legend

- Proposed Site - Site A
- Study Area (2-Mile Radius)
- Predicted Year-Round Visibility - Site A (2,871 Acres; *2,815 Acres Over Open Water on Long Island Sound)
- Areas of Potential Seasonal Visibility - Site A (17 Acres)
- Municipal Boundary
- DEEP Boat Launches
- Municipal and Private Open Space Property
- State Forest/Park
- Protected Open Space Property**
- Federal
- Land Trust
- Municipal
- Private
- State

****Photographic Locations For Site A and Site B Depicted on Comparative Viewshed Map**

Data Sources:

Physical Geography / Background Data
 A digital surface model (DSM) was created from the State of Connecticut 2016 LiDAR LAS data points, using first return values associated with the highest feature in the landscape (such as a treetop or top of building). The DSM captures the natural and built features on the Earth's surface.

Municipal Open Space, State Recreation Areas, Trails, County Recreation Areas, and Town Boundary data obtained from CT DEEP. Scenic Roads: CTDOT State Scenic Highways (2015); Municipal Scenic Roads (compiled by APT)

Dedicated Open Space & Recreation Areas
 Connecticut Department of Energy and Environmental Protection (DEEP): DEEP Property (May 2007); Federal Open Space (1997); Municipal and Private Open Space (1997); DEEP Boat Launches (1994)
 Connecticut Forest & Parks Association, Connecticut Walk Books East & West:
The Guide to the Blue-Blazed Hiking Trails of Western Connecticut Western Connecticut, 19th Edition, 2006.

Other

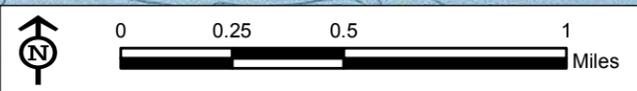
CTDOT Scenic Strips (based on Department of Transportation data)

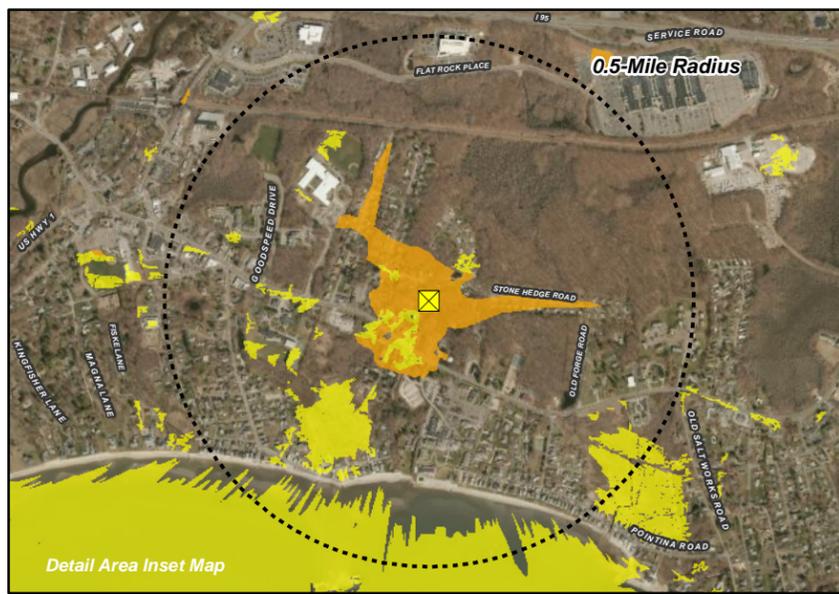
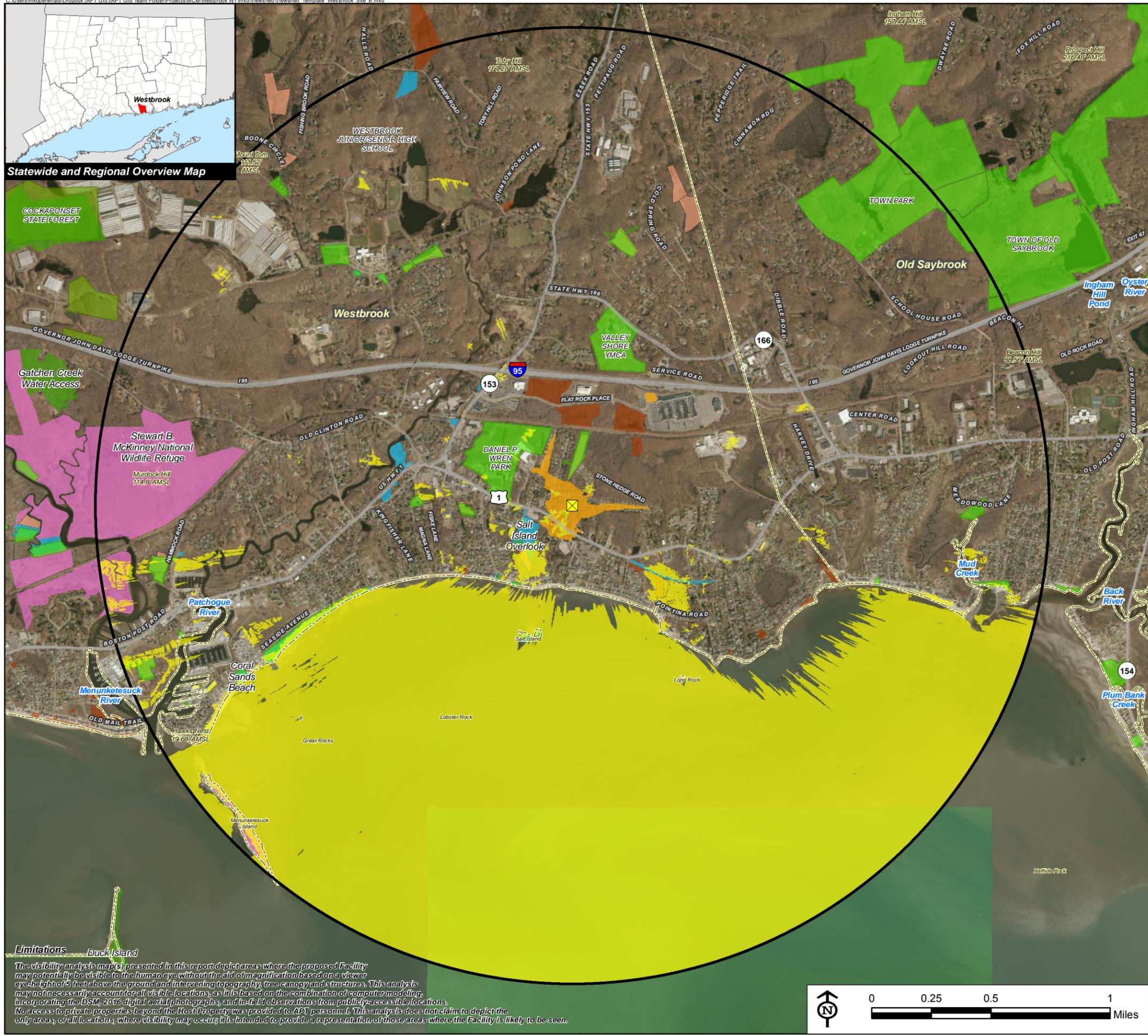
Notes

**Not all the sources listed above appear on the Viewshed Maps. Only those features within the scale of the graphic are shown.

Limitations

The visibility analysis map(s) presented in this report depict areas where the proposed Facility may potentially be visible to the human eye without the aid of magnification based on a viewer eye-height of 5 feet above the ground and intervening topography, tree canopy and structures. This analysis may not necessarily account for all visible locations, as it is based on the combination of computer modeling, incorporating the DSM, 2016 digital aerial photographs, and in-field observations from publicly-accessible locations. No access to private properties beyond the Host Property was provided to APT personnel. This analysis does not claim to depict the only areas, or all locations, where visibility may occur; it is intended to provide a representation of those areas where the Facility is likely to be seen.





Viewshed Analysis Map

Proposed Wireless Telecommunications Facility Site B Kirtland Street Westbrook, Connecticut

Proposed facility height is 130 feet AGL.
Forest canopy height is derived from LiDAR data.
Study area encompasses a two-mile radius and includes 8,042 acres of land.
Map information field verified by APT on September 24, 2018 and March 13, 2019.
Base Map Source: 2016 Aerial Photograph (CTECO)
Map Date: April 2019

Legend

- Proposed Site - Site B
- Study Area (2-Mile Radius)
- Predicted Year-Round Visibility - Site B (2,737 Acres; *2,646 Acres Over Open Water on Long Island Sound)
- Areas of Potential Seasonal Visibility - Site B (29 Acres)
- Municipal Boundary
- DEEP Boat Launches
- Municipal and Private Open Space Property
- State Forest/Park
- Protected Open Space Property**
- Federal
- Land Trust
- Municipal
- Private
- State

****Photographic Locations For Site A and Site B Depicted on Comparative Viewshed Map**

Data Sources:

Physical Geography / Background Data
A digital surface model (DSM) was created from the State of Connecticut 2016 LIDAR LAS data points, using first return values associated with the highest feature in the landscape (such as a treetop or top of building). The DSM captures the natural and built features on the Earth's surface.

Municipal Open Space, State Recreation Areas, Trails, County Recreation Areas, and Town Boundary data obtained from CT DEEP. Scenic Roads: CTDOT State Scenic Highways (2015); Municipal Scenic Roads (compiled by APT)

Dedicated Open Space & Recreation Areas
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Connecticut Forest & Parks Association, Connecticut Walk Books East & West:
The Guide to the Blue-Blazed Hiking Trails of Western Connecticut Western Connecticut, 19th Edition, 2006.

Other

CTDOT Scenic Strips (based on Department of Transportation data)

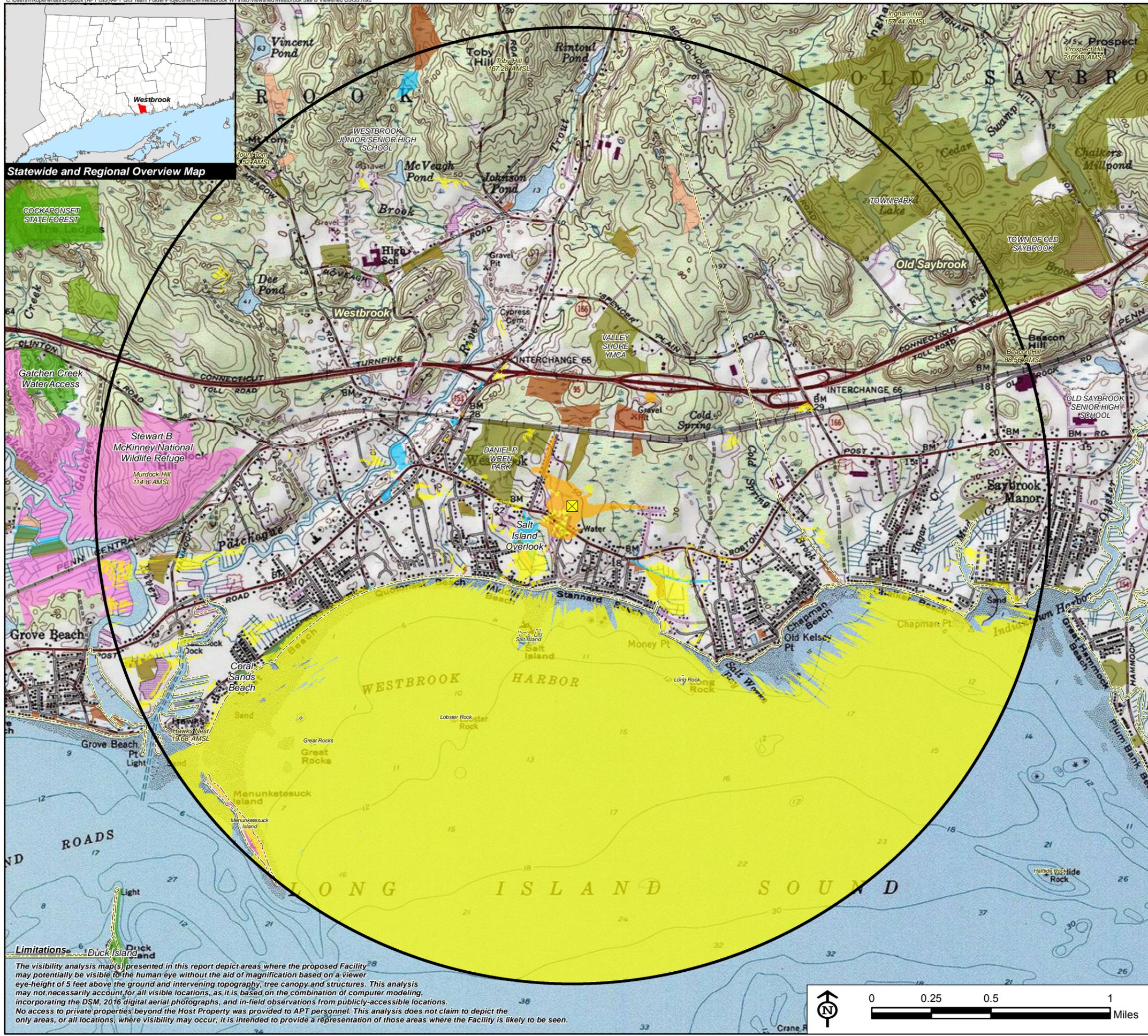
Notes

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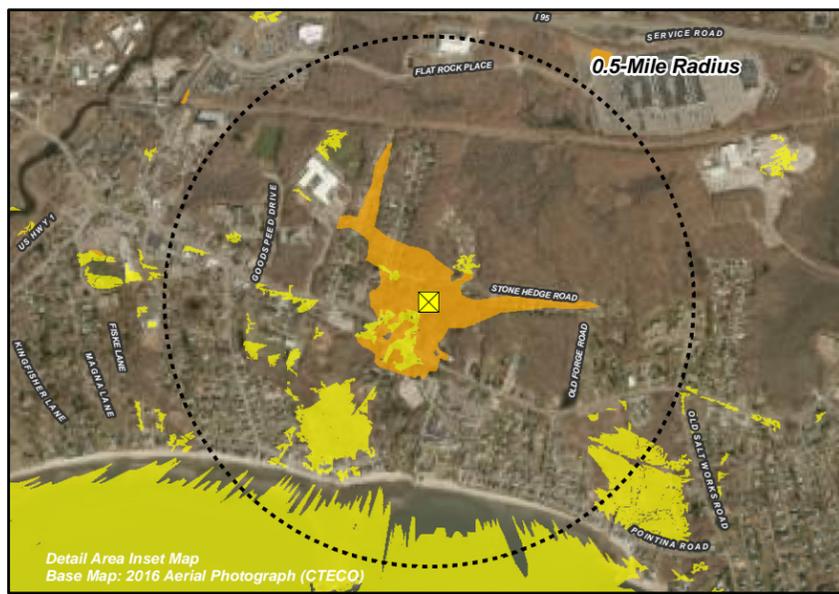
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Statewide and Regional Overview Map



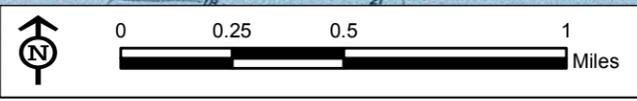
Viewshed Analysis Map
 Proposed Wireless Telecommunications Facility
 Site B
 Kirtland Street
 Westbrook, Connecticut

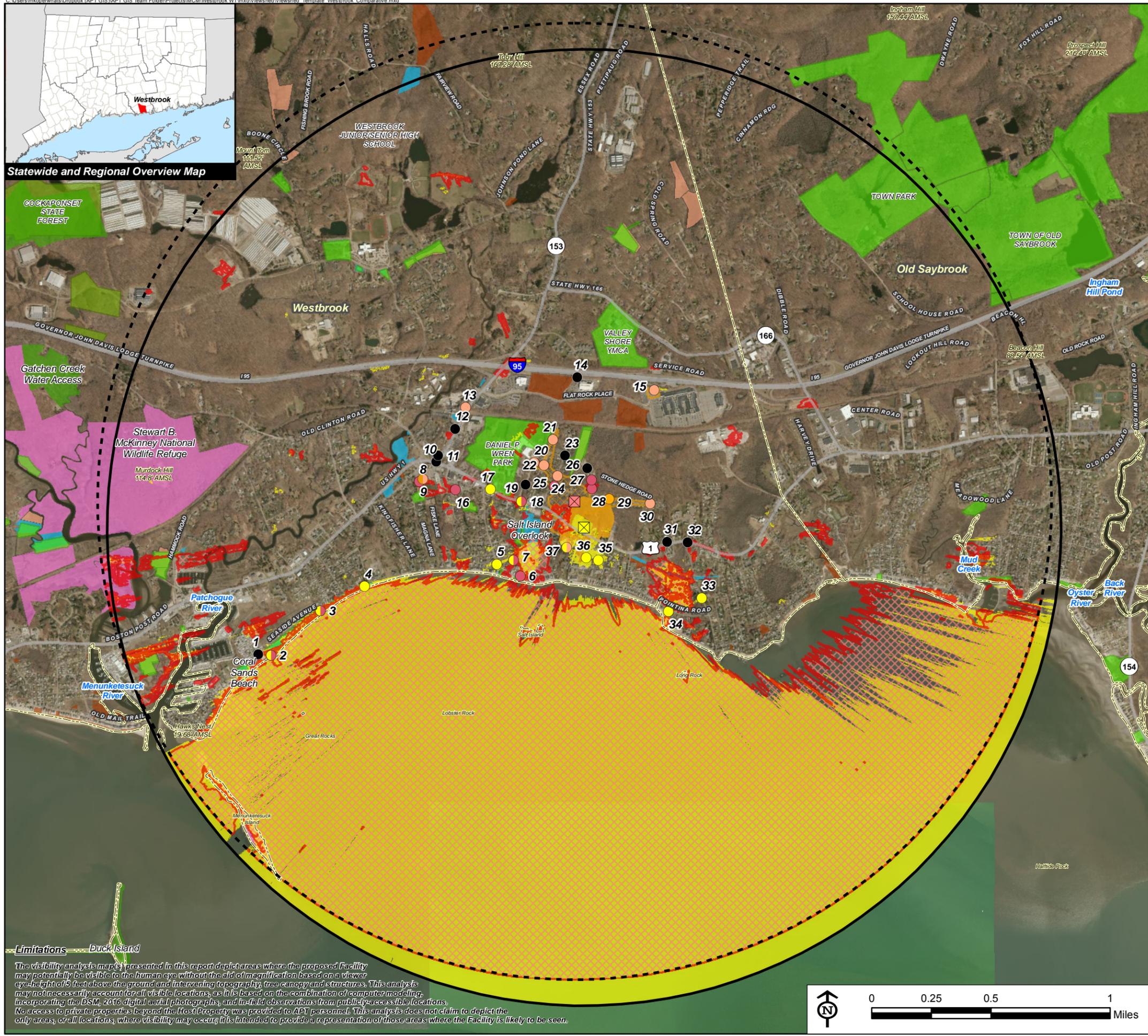
Proposed facility height is 130 feet AGL.
 Forest canopy height is derived from LiDAR data.
 Study area encompasses a two-mile radius and includes 8,042 acres of land.
 Map information field verified by APT on September 24, 2018 and March 13, 2019.
 Base Map Source: USGS 7.5 Minute Topographic Quadrangle Map, Essex, CT (1977)
 Map Date: April 2019

- Legend**
- Proposed Site - Site B
 - Study Area (2-Mile Radius)
 - Predicted Year-Round Visibility - Site B (2,737 Acres; *2,646 Acres Over Open Water on Long Island Sound)
 - Areas of Potential Seasonal Visibility - Site B (29 Acres)
 - Municipal Boundary
 - DEEP Boat Launches
 - Municipal and Private Open Space Property
 - State Forest/Park
 - Protected Open Space Property**
 - Federal
 - Land Trust
 - Municipal
 - Private
 - State

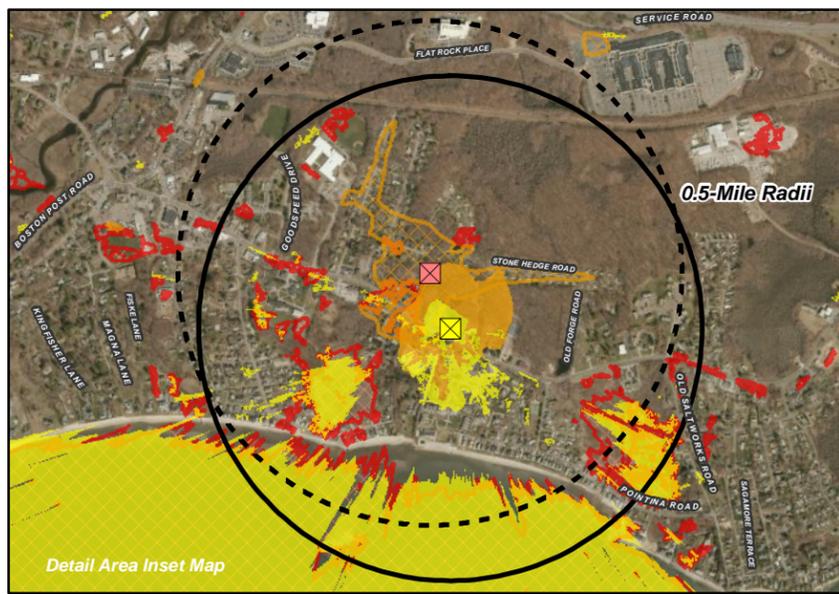
Data Sources:
Physical Geography / Background Data
 A digital surface model (DSM) was created from the State of Connecticut 2016 LiDAR LAS data points, using first return values associated with the highest feature in the landscape (such as a treetop or top of building). The DSM captures the natural and built features on the Earth's surface.
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Other
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Statewide and Regional Overview Map



Comparative Viewshed Analysis Map

Proposed Wireless Telecommunications Facility
 Site A: 1542 Boston Post Road
 Westbrook, Connecticut
 Site B: Kirtland Street
 Westbrook, Connecticut

Proposed facility heights are 130 feet AGL.
 Forest canopy height is derived from LiDAR data.
 Study area encompasses a two-mile radius and includes 8,042 acres of land for each site.
 Map information field verified by APT on September 24, 2018 and March 13, 2019.
 Base Map Source: 2016 Aerial Photograph (CTECO)
 Map Date: April 2019

Legend

- Proposed Site - Site A
- Proposed Site - Site B
- Study Area Site A (2-Mile Radius)
- Study Area Site B (2-Mile Radius)
- Predicted Year-Round Visibility - Site A (2,871 Acres; *2,815 Acres Over Open Water on Long Island Sound)
- Areas of Potential Seasonal Visibility - Site A (17 Acres)
- Predicted Year-Round Visibility - Site B (2,737 Acres; *2,646 Acres Over Open Water on Long Island Sound)
- Areas of Potential Seasonal Visibility - Site B (29 Acres)
- Municipal Boundary
- DEEP Boat Launches
- Municipal and Private Open Space Property
- State Forest/Park
- Protected Open Space Property
- Federal
- Land Trust
- Municipal
- Private
- State
- Site A Year-Round
- Sites A Seasonal
- Site B Year-Round
- Site B Seasonal
- Sites A and B Year-Round
- Site A Year-Round Site B Seasonal
- Sites A and B Seasonal
- Not Visible

Data Sources:

Physical Geography / Background Data
 A digital surface model (DSM) was created from the State of Connecticut 2016 LIDAR LAS data points, using first return values associated with the highest feature in the landscape (such as a treetop or top of building). The DSM captures the natural and built features on the Earth's surface.

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Other
 CTDOT Scenic Strips (based on Department of Transportation data)

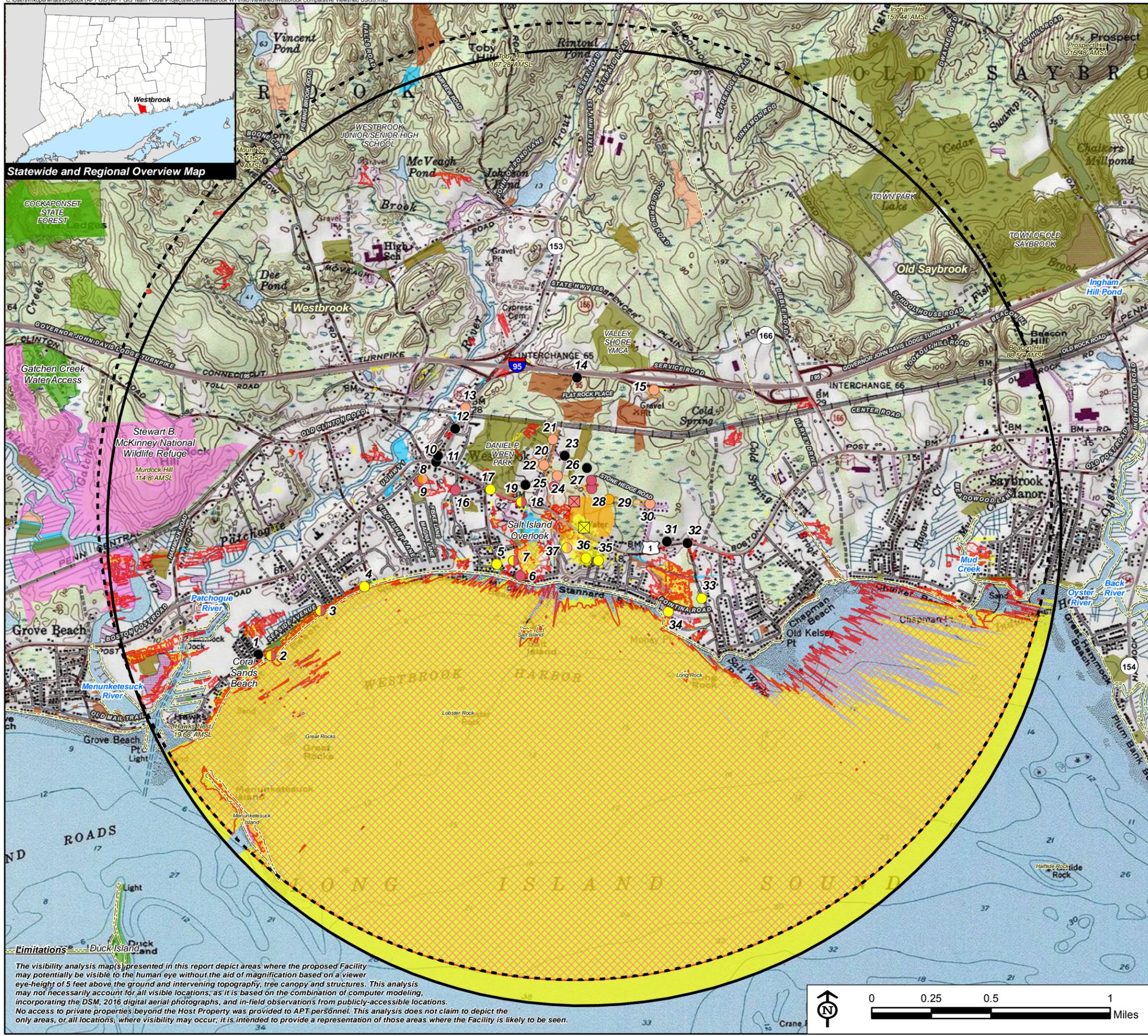
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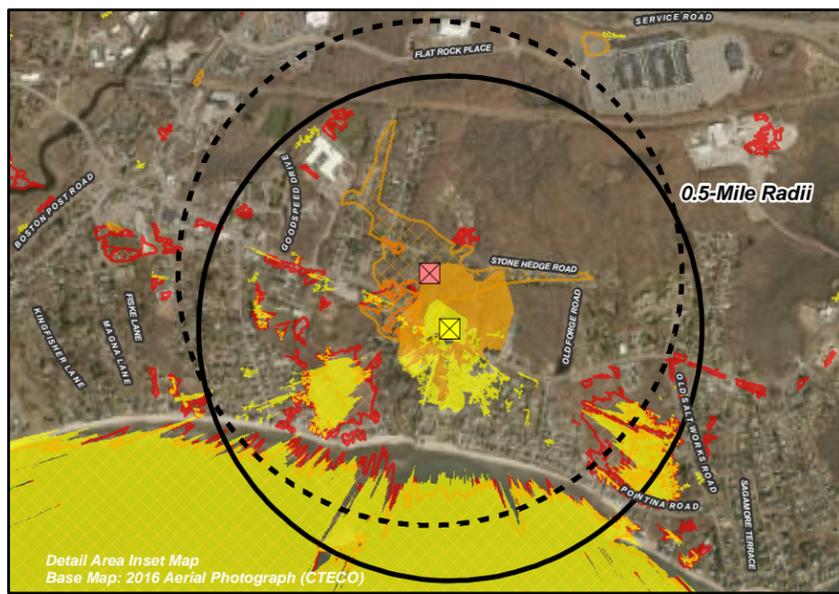
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Statewide and Regional Overview Map



Detail Area Inset Map
Base Map: 2016 Aerial Photograph (CTECO)

Comparative Viewshed Analysis Map

Proposed Wireless Telecommunications Facility

Site A: 1542 Boston Post Road
Westbrook, Connecticut

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Legend

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- Proposed Site - Site B
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- Areas of Potential Seasonal Visibility - Site B (29 Acres)
- Municipal Boundary
- DEEP Boat Launches
- Municipal and Private Open Space Property
- State Forest/Park
- Protected Open Space Property
- Federal
- Land Trust
- Municipal
- Private
- State
- Photographic Locations (March 13, 2019)
- Site A Year-Round
- Sites A Seasonal
- Site B Year-Round
- Site B Seasonal
- Sites A and B Year-Round
- Site A Year-Round Site B Seasonal
- Sites A and B Seasonal
- Not Visible

Data Sources:

Physical Geography / Background Data
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