

DA: May 15, 2023

TO: Connecticut Siting Council

Attention Melanie A. Bachman, Esq., Executive Director

Ten Franklin Square, New Britain, CT 06051

FR: Dish Wireless LLC, by its agent, Structure Consulting Group, Inc.,

49 Brattle Street, Arlington, MA, 02474

Contact James Valeriani, jamesvaleriani@comcast.net, 781 771 8100 Mobile

VIA: Email and U.S. Priority Mail

RE: Application for Tower Sharing for collocation of wireless equipment at property located at 38 Elm

Street, Meriden, CT; Assessor ID 0218-0111-0006-0000; Dish Wireless Site ID is Meriden CT;

BOHVN00187C

### Dear Ms. Bachman:

This letter and attachments are submitted on behalf of Dish Wireless LLC for the collocation of antennas and related equipment to the tower site located at 38 Elm Street, Meriden, Connecticut.

The facility consists of a 45 foot tall self-support tower structure fixed to a steel support platform (5 feet in height) on the flat rooftop of a 19 foot tall brick/mortar commercial building and the total height of the structure above ground level is 69 feet. The commercial building is used to store contractor equipment and supplies for several unrelated companies. This tower was built prior to 1995 and the only other wireless carrier utilizing the site is Cellco Partnership, d/b/a Verizon Wireless, which first collocated on the tower pursuant to a CSC approval dated June 6, 1995.

Dish Wireless LLC seeks to install three (3) 600/1900/2100 5G MHz antenna and six (6) RRUs, at a centerline of 56 feet in height AGL on the self- support tower, along with accessories, cabling and mounting apparatus. Once completed, the tower structure will stand 81 feet above ground level. Dish Wireless LLC equipment cabinets will be placed within an 11'-6" x 11'-8" fenced area adjacent to the commercial building. The site coordinates (NAD 83) for this tower structure are Latitude 41.53411389 and Longitude -72.79621400.

This submission is pursuant to Regulations of Connecticut State Agencies 16-50aa, of Dish Wireless LLC intent to share a telecommunications facility pursuant to R.C.S.A. 16-50j-88. In accordance with R.C.S.A., a copy of this letter is being sent to the City of Meriden to the attention of Kevin M. Scarpati, Mayor, and Monica Sims, Director of Enforcement/Planning, as well as the property owner Ashley Harriman LLC and tower owner, Blue Sky Towers II, LLC. and EIP Holdings II LLC, tower owner.

The proposed modification will not result in an increase of the property area or boundary as depicted on the attached site plan.

The proposed modification will not increase the noise levels at the facility by six decibels or more, or to levels that exceed local and state criteria. The incremental effect of the proposed changes will be negligent.

The operation of the proposed antennas will not increase radio frequency emissions at the facility to a level at or above the Federal Communications Commission safety standard and an EMF/ERP report is included with this submission.

Connecticut General Statutes 16-50-aa indicates that the Council must approve the shared use of a telecommunications facility provided it finds the shared use is technically, legally, environmentally, and economically feasible and meets public safety concerns. As demonstrated in this letter and the attachments submitted herewith, Dish Wireless LLC respectfully indicates that the shared use of this facility satisfies these criteria.

Technical Feasibility. The existing self-support tower has been deemed structurally capable of supporting Dish Wireless LLC proposed loading. The structural analysis is included.

Legal Feasibility. As referenced above, C.G.S. 16-50aa has been authorized to issue orders approving the shared use of an existing tower such as this self-support tower in Meriden. Under the authority granted to the Council, an order of the Council approving the requested shared use would permit Dish Wireless LLC to obtain a building permit for the proposed installation. Further, a letter of Authorization is included, authorizing Dish Wireless LLC to file this application for shared use.

Environmental Feasibility. The proposed shared use of this facility will not have a known environmental impact. The installation of Dish Wireless LLC equipment will not have a significant visual impact on the area around the self- support tower. Dish Wireless LLC ground equipment would be installed within a fenced area at the base of the host building and setback from the public way. Dish Wireless LLC shared use would therefore not cause any significant alteration in the physical or environmental characteristics of the existing site. Additionally, as evidenced by the ERP report, the proposed antennas will be within the radio frequency emissions licensed to Dish Wireless by the Federal Communications Commission.

Economic Feasibility. Dish Wireless LLC has entered into a lease agreement with the owner of this facility to mutually agreeable terms. As previously mentioned, the Letter of Authorization has been provided by the structure owner to assist Dish Wireless LLC with this tower share application.

Public Safety Concerns. As discussed above, the tower is structurally capable of supporting Dish Wireless LLC proposed loading. Dish Wireless LLC is not aware of any public safety concerns relative to the proposed sharing of the existing tower. The Dish Wireless LLC objective of providing new and improved wireless service through the shared use of this facility is expected to enhance the safety and welfare of local residents and individuals traveling through Meriden.

**END OF TEXT** 

### **Enclosures:**

Permits Authorization for Shared Use by Blue Sky Towers

City Assessor Card Map/Lot 0218-0111-0006-0000

Easement Interest of Blue Sky Towers II LLC

Construction Drawings by Nexius Engineering Dated 12/16/2022

Structural Analysis by Structural Components dated 10/19/2022

Radio Frequency Emissions Analysis by EBI Consulting dated 11/14/2022

FCC Licenses held by Dish Wireless

### Copies to:

Kevin M. Scarpati, Mayor

Monica Sims, Director, Planning and Enforcement

City of Meriden

142 East Main Street Meriden, CT 06450

Blue Sky Towers II, LLC, Tower Owner

100 Summer Street, Suite 1600, Boston, MA 02110

Ashley Harriman, LLC, Property Owner

38 Elm Street, Meriden, CT 06450

C3C notices to Meriden CT

UNITED STATES
POSTAL SERVICE,

1179 MAIN ST STE 1 W/O WAKEFIELD, MA 01880-9991 (800)275-8777

05/16/2023 01:41 PM Qty Product Unit Price Price Priority Mail® \$9.65 Flat Rate Env Meriden, CT 06450 Flat Rate Expected Delivery Date Thu 05/18/2023 Tracking #: 9505 5104 1616 3136 7784 42 Insurance \$0.00 Up to \$100.00 included Total \$9.65 Priority Mail® \$9.65 Flat Rate Env Meriden, CT 06450 Flat Rate Expected Delivery Date Thu 05/18/2023 Tracking #: 9505 5104 1616 3136 7784 66 Insurance \$0.00 Up to \$100.00 included Total \$9.65 Grand Total: \$19.30 Credit Card Remit \$19.30 Card Name: AMEX Account #: XXXXXXXXXXXXXXX3006 Approval #: 819115 Transaction #: 924 AID: A000000025010801 AL: AMERICAN EXPRESS

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

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Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811

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## PRIORITY® MAIL

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- When used internationally, a customs declaration form is required.
- \*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at http://pe.usps.com.
- \*\* See International Mail Manual at http://pe.usps.com for availability and limitations of coverage.

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OD- 191/9×91/9

James A. Valeriani Attorney at Law 10 Arthur Road Wakefield, Massachusetts 01880 The Honoralle Kerin Seargath Mayor of Meriden 142 East Mais St. MEISISEN, CT O6450



### POSTAL SERVICE® UNITED STATES

### PRIORITY® MAIL

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).\*
- USPS Tracking® service included for domestic and many international destinations.
- Limited international insurance.\*\*
- When used internationally, a customs declaration form is required.

\*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at http://pe.usps.com.

\*\* See International Mail Manual at http://pe.usps.com for availability and limitations of coverage.

# FLAT RATE ENVELOPE

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OD: 12 1/2 x 9 1/2 EP14F July 2022

To schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP

### FROM:

Iames A. Valeriani Attorney at Law 10 Arthur Road Wakefield, Massachusetts 01880

Ms. Monica Sims

Director Planing Conferencest aity of mestiden 142 East Main 5%. MERISEN, CT OBYSD FR: Blue Sky Towers II LLC

TO: Connecticut Siting Council

RE: Dish Wireless LLC; CSC filing by its agent, Structure Consulting Group

38 Elm Street, Meriden; Blue Sky ID CT-1027; Dish ID BOHVN00187C

Permits Authorization Letter

Please be advised that Blue Sky Towers II LLC, the owner of the tower facility at, has entered into a lease with Dish Wireless LLC for a portion of the above-referenced property for a proposed wireless communications facility.

Dish Wireless LLC, its agents and attorneys, are authorized to apply-for, pursue, obtain and maintain any and all permits, approvals licenses, zoning relief and any other decisions or approvals that may be required by any municipal, county, state, federal or other governmental entity.

A copy of this authorization letter shall be regarded as having the same effect as the original.

Sincerely,

Blue Sky I	Owers II					
Signature:	0100010	18E50/1D				
Print Name	: James	Burgess	Vice	President,	Real	Estate
Date: 5/2	/2023					

### **Print Card**



### CITY OF MERIDEN

### GIS Services

<u>DISCLAIMER:</u> The City of Meriden maintains this website to enhance public access to the City's tax assessment information. How information is continually being developed and is subject to change. The data presented here is not legally binding on the City of its departments. This website reflects the best information available to the City Assessor and it should not be construed as confirm existence of any permits, licenses, or other such rights. The City of Meriden shall not be liable for any loss, damages, or claims the user's access to, and use of, this information.

THE USER IS RESPONSIBLE FOR CHECKING THE ACCURACY OF ALL INFORMATION OBTAINED WITH THE APPROPRIA' DEPARTMENT AND TO COMPLY WITH ALL CURRENT LAWS, RULES, REGULATIONS, ORDINANCES, PROCEDURES, AND

PROPERTY INFORMATION

Location: 38 ELM ST

Map/Lot: 0218-0111-0006-0000

OWNER INFORMATION

Owner(s):

Owner Address:

ASHLEY HARRIMAN LLC

38 ELM ST

C/O TIM WALSH

MERIDEN, CT 06450

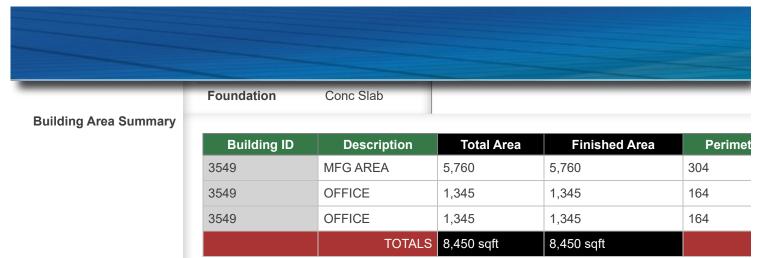
### BUILDING INFORMATION

Card Number: 1

OVERVIEW			
Building ID	3549		
Finished Area	8,450		
Comm/Rental Units	1		
Living Units	0		
<b>Building Type</b>	Ind Mfg (L)		
Year Built	1920		
Effective Yr Built			
<b>Building Number</b>	1		

INTERIOR DETAILS				
Rooms				
BedRooms				
Full Bath	0			
Full Bath Rating				
Half Bath	0			
Half Bath Rating				
Kitchens	0			
Kitchen Rating				
Fireplaces	0			

CONSTRUCTION DETAILS			
<b>Exterior</b> Concrete Blo			
Roof Structure	Flat		
Roof Cover	Tar and Gr		
Quality	C-		
Heat Fuel	Gas		
Heat Type Forced Air			



### Outbuildings & Special Features

BuildingID	Description	Quantity	Area	Length	Width	YearBuilt	Qu
3549	PAVING-ASPT	1	19,000			1920	Aver
3549	CELL TOWER	1	1			1920	Avei
3549	UTILITY BLDG	1	1			1920	Avei

### APPRAISAL INFORMATION

**Grand List Year: 2022** 

Land Appraised	Building Appraised	Outbuilding Appraised	Total Appraised Value	Land Assessed	Building Assessed	Outbuilding Assessed
\$201,900	\$235,900	\$247,200	\$685,000	\$141,330	\$165,130	\$173,040

Previous Year: 2021

Land Appraised		Outbuilding Appraised	Appraised Value			Outbuilding Assessed
\$201,900	\$235,900	\$247,200	\$685,000	\$141,330	\$165,130	\$173,040

### LAND INFORMATION

Land Use	Zoning	Land Area	Code	Neighborhood Description
Comm Bldg	M-2	0.99842	C1	INNER CITY AREA

\*Confirm zoning with Planning Office.

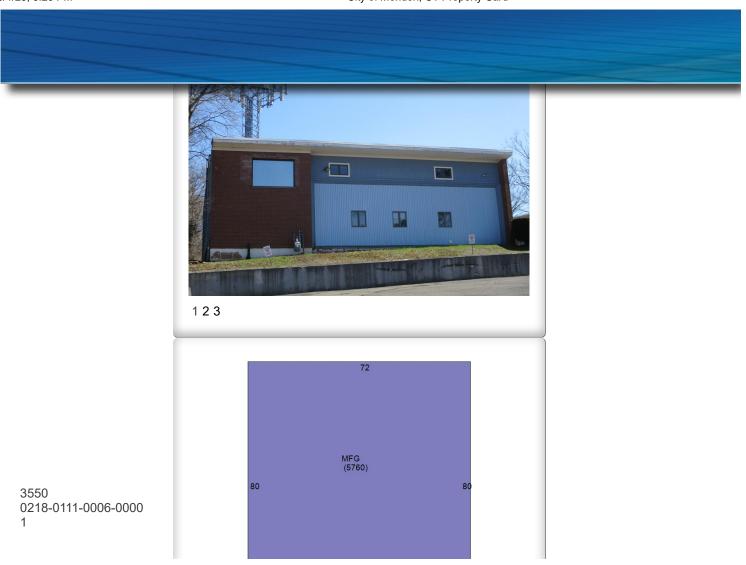
Zoning map is the official document to determine zone.

ASSESSOR'S PERMIT HISTORY

**ADVISORY:** Residents should not use Assessor Field Cards on the City of Meriden's GIS website t determine the status of building permits. Field cards on GIS do not list building permit status. The building department is the ONLY place where citizens can determine whether a building permit is of or not. For a record of all permits and their status, homeowners and title searchers who need to che permits when selling a home are welcome to contact the Building Department at 203-630-4091.

Date	Permit#	Description	Permit Type	Cos
4/8/2010	872	Verizon - Remove 3 existing antennae and replace with 3 hte antennae per plans and to code.	С	\$3,000
7/20/2010	2105	CORRECT ELECTRICAL VIOLATIONS PER CODE.		\$5,500
3/4/2013	530			\$20,000
12/3/2015	B-15-1017	REPLACE ANTENNAE PANELS/ADD REMOTE RADIO HEADS(6) ON EXISTING CELL TOWER.		\$15,000
4/21/2017	B-17-266	REPLACE 6 REMOTE RADIO HEADS TO CELL TOWER.		\$15,000
6/5/2017	E-17-318	NEW FIBER PIPE/CONDUIT FROM SHELTER TO STREET,NO CHANGE TO TOWER.6/29/17 APPROVED BY BLDG DEPT.		\$5,000
9/28/2017	M-17-298	INSTALLATION OF FM200 SYSTEM IN ONE ROOM 27X15,8X10FT.		\$14,750

PROPERTY IMAGES





INSTR # 2019002538

VOL 5351 Pss 297-315

RECORDED 04/29/2019 09:22:28 AM

DENISE GRANDY
CITY CLERK MERIDEN CT
NO CONVEYANCE TAX

RETURN TO:
Old Republic
National Title Insurance Company
Attn: KIM CAUTHERN
530 South Main Street
Suite 1031
Akron, OH 44311
01-19005396-R

Prepared By: Blue Sky Towers II, LLC 86 West St. Chagrin, Falls, OH 44022

### TELECOMMUNITY FACILITY EASEMENT AGREEMENT

Grantor: Ashley Harriman L.L.C.

Property Address: 38 Elm St. Meriden, CT 06450

TOWN/CITY of Meriden

Grantee: Blue Sky Towers II, LLC

Do not remove. This coversheet attached to provide adequate space for recording information (additional recording fee applies).

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311
OL OL-19005396

After recording please return to: Blue Sky Towers II, LLC 86 West Street Chagrin Falls, OH 44022

Attention: Legal Department

### TELECOMMUNICATIONS FACILITY EASEMENT AGREEMENT (CT-1027 – 38 Elm St)

THIS TELECOMMUNICATIONS FACILITY EASEMENT AGREEMENT (this "Agreement") is made as of April 35, 2019 (the "Effective Date") by and between ASHLEY HARRIMAN L.L.C., a Connecticut limited liability company, having taken title as Ashley Harriman, LLC ("Grantor"), having an address at 38 Elm Street, Meriden, Connecticut 06450, and BLUE SKY TOWERS II, LLC ("Grantee"), having an address at 86 West Street, Chagrin Falls, Ohio 44022.

- Grantor is the owner of certain real property located at 38 Elm Street in the City of A. Meriden, County of New Haven, State of Connecticut as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Grantor's Property" or "Property") upon which is located a building (the "Building") and a tower located on the roof of the Building (the "Tower"), portions of which are used by a tenant pursuant to the Option and Lease Agreement dated October 12, 1993, by and between Grantor, as successor to John Arnold, as Lessor thereunder, and Cellco Partnership d/b/a Verizon Wireless, as successor to Metro Mobile CTS of New Haven, Inc. as Lessee thereunder, as amended by instruments dated May 10, 1995, February 14, 2002, May 23, 2008 and August 29, 2013, as evidenced by the Memorandum of Option and Lease Agreement dated October 12, 1993 and recorded on March 10, 1998 in Volume 2337 Page 110 of the Meriden, Connecticut City Records, and by the Memorandum of Option and Lease Agreement dated February 14, 2002 and recorded on March 7, 2002 in Volume 2826 Page 163 of the Meriden, Connecticut City Records, and by the Amendment to Memorandum of Lease dated August 29, 2013 and recorded on September 25, 2013 in Volume 4846 Page 59 of the Meriden, Connecticut City Records, as more particularly described on Exhibit B (the Option and Lease Agreement as amended referred to herein as the "Verizon Lease" and together with the additional occupancy agreements entered in the future pursuant to this Agreement (the "Additional Building Space Licenses"), the "Building Space Licenses") for the placement of the Communications Equipment (defined below) of such tenants (the "Existing Tenant Equipment").
- B. Pursuant to a Purchase and Sale Agreement dated February 1, 2019, between Grantor, as seller, and Grantee, as buyer (the "Purchase Agreement"), Grantor has agreed to sell, assign and convey to

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Grantee (i) all of the Grantor's right, title and interest in and to the Verizon Lease, (ii) all assets, rights and improvements owned by Grantor, if any, relating to placement of the Existing Tenant Equipment and additional Communications Equipment, as defined in Section 7 herein, on the Building, the Tower, and Grantor's Property, including existing Building Space Licenses, antenna support structures, conduits, risers, equipment structures or closets, utility lines and connections and any other property of Grantor used or useful in connection with the Existing Tenant Equipment, additional Communications Equipment and the Building Space Licenses (the "Transferred Assets").

C. In connection with the sale of the Transferred Assets, Grantor has agreed (i) to grant to Grantee an exclusive easement to those portions of Grantor's Property, Building, and Tower in or on which the Existing Tenant Equipment is situated and to all other exterior portions of Grantor's Property as more particularly described in <a href="Exhibit A">Exhibit A</a>, that are able to accommodate additional Communications Equipment as well as such interior portions, if any, of the Building, the Tower, and Grantor's Property necessary to support Existing Tenant Equipment and future Communications Equipment and (ii) to grant to Grantee any non-exclusive easements needed to provide for access and utilities to the Communications Equipment.

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Agreement, and for the Rent set forth in Section 1.8, the parties agree as follows:

- 1. <u>Basic Terms</u>: This Agreement is made with reference to the following basic terms:
- 1.1 Effective Date: The Effective Date is defined in the first paragraph of this Agreement.
- 1.2 Grantee: Blue Sky Towers II, LLC, a Delaware limited liability company.
- 1.3 Grantor: Ashley Harriman L.L.C., a Connecticut limited liability company.
- 1.4 Easement Premises: (i) All Building, Tower, and Property space upon which is currently located the Existing Tenant Equipment or necessary for the maintenance of the Existing Tenant Equipment, as such space may be further described in the existing Building Space Licenses more particularly described in Exhibit B, (ii) all Building, Tower, and Property space on which is located any portion of the Transferred Assets or necessary for the maintenance of the Transferred Assets, and (iii) all Building, Tower, and Property space (including, without limitation, conduits, risers, all surface areas of the Building such as the roof and facades and airspace above and around the Building, Tower, and ground space and all Building, Tower, and ground space appurtenances) for the placement and maintenance from time to time of additional Communications Equipment so long as Grantee's use of the Building, Tower, and Grantor's Property does not materially interfere with Grantor's normal use of the Building, Tower, or Grantor's Property. Grantee's right to an easement in, on, over, under and around all portions of the Building, Tower, and Grantor's Property for the purposes stated in the recitals to this Agreement are exclusive as described in Section 13. Anything herein to the contrary notwithstanding, Grantor shall at all times have access to the entire Easement Premises for any purpose which does not interfere with or conflict with the Grantee's intended use of the Easement Premises.
- 1.5 Access Easements, if any: Those portions of Grantor's Property and Building more particularly described in <u>Section 3.1</u> below.
- 1.6 Utility Easement, if any: Those portions of Grantor's Property and Building more particularly described in <u>Section 3.2</u> below.

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1.7 Term: Fifty (50) years, subject to termination as set forth in this Agreement and to the condition that in the event Grantee and any tenants under Building Space Licenses voluntarily cease to use the Easement Premises for a period of more than five years (for reasons other than casualty, condemnation or occurrences beyond the control of Grantee and its subtenants), the Easement Premises shall be deemed surrendered.

### Section 1.8 is intentionally omitted

1.9 Grantor's Notice Address:

Ashley Harriman L.L.C.

38 Elm St

Meriden, CT 06450 Attn: Tim Walsh

1.10 Grantee's Notice Address:

Blue Sky Towers II, LLC

86 West Street

Chagrin Falls, OH 44022 Attention: Tom Remillard

Blue Sky Towers II, LLC 352 Park Street, Suite 106 North Reading, MA 01864

Attn: Legal

- 2. <u>Grant of Easement</u>. Upon the terms and conditions set forth herein, Grantor hereby grants, bargains, sells and transfers to Grantee an exclusive easement in, to, under and over the Easement Premises.
- 3. Access and Utility Easements.
- 3.1 Access Easements. Grantor hereby grants, bargains and conveys to Grantee, its subtenants, and their successors and assigns, and Grantee and its subtenants are hereby given and granted irrevocable, non-exclusive and unconditional easements which Grantor shall maintain in a manner to allow for ingress and egress (vehicular, as applicable, and pedestrian) at all times, twenty-four (24) hours a day, to the Easement Premises over, upon, across and through Grantor's Property and Building and adjoining lands and rights-of-way owned by Grantor as may be required by Grantee and its subtenants for the purpose of erection, installation, operation, maintenance, replacement and removal of the Communications Equipment including any antenna support structures and other necessary appurtenances and for telephone lines and power lines used in connection with the Communications Equipment (the "Access Easements").

4814-5423-5014

Grantee will notify Grantor in advance of its need to install, maintain or repair its cables, wires, related fixtures and Communications Equipment located in the Easement Premises; <u>EXCEPT HOWEVER</u>, in the case of an emergency whereupon notification shall follow.

- <u>Utility Easements</u>. Grantor hereby grants, bargains and conveys to Grantee, its subtenants, and 3.2 their successors and assigns, or to such utility company which Grantee shall designate, and Grantee or such utility company is hereby given and granted irrevocable, non-exclusive and unconditional easements twenty-four (24) hours a day for providing utilities to the Easement Premises (hereinafter, the "Utility Easement"). The Utility Easement shall be for the installation, maintenance and operation (whether by Grantee or by Grantee's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Grantee's or its subtenants' Communications Equipment located on the Easement Premises. The Utility Easement shall be sufficient for providing the applicable utility services to the Easement Premises. It is understood that Grantee and the utility company providing utility services shall have access to all areas of the Easement Premises, Grantor's Property, the Building, and rights-of-way owned by Grantor as necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Grantor's normal use of Grantor's Property, the Building, or rights of way owned by Grantor. Grantee will notify Grantor in advance of its need to install, maintain or repair its cables, wires, related fixtures and Communications Equipment located in the Easement Premises; EXCEPT HOWEVER, in the case of an emergency whereupon notification shall follow.
- 3.3 Utility Lines. Grantee and its subtenants may have electrical current meters installed on the Easement Premises. Grantee shall have the right to run the utility lines directly or in such a manner as may be reasonably necessary from the utility source to the Communications Equipment including the right to install cables and wires in and through the existing raceways, elevator shafts, or other areas within and between the Easement Premises, including but not limited to the space and areas between the Communications Equipment and the Grantor's roof or other surface areas of the Building; provided, however, Grantor shall have the right to approve the location and manner of installation of such cables and wires but such approval shall not be unreasonably withheld or delayed. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Grantee or its subtenants. Grantee and any utility company providing services to Grantee shall have access to all portions of the Easement Premises, Grantor's Property, the Building, or other adjacent or adjoining land of Grantor as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Grantor's normal use of Grantor's Property, the Building, or such adjoining or adjacent land. Grantee will notify Grantor in advance of its need to install, maintain or repair its cables, wires, related fixtures and Communications Equipment located in the Easement Premises; EXCEPT HOWEVER, in the case of an emergency whereupon notification shall follow.

### 4. <u>Building Space Licenses</u>.

Assignment of Verizon Lease. Grantor hereby transfers and assigns to Grantee as of the Effective Date all of its right, title and interest in, to and under the Verizon Lease and any amendments thereto, including without limitation, all rents, security deposits and other monies due to Grantor as described in the Purchase Agreement. Grantor and Grantee intend that this Agreement serve as an absolute assignment and transfer to Grantee of all rents and other monies due Grantor pursuant to the Verizon Lease. Grantee assumes the obligations and liabilities of Grantor under the Verizon Lease only to the extent that such obligations and liabilities (i) are not the responsibility of the Grantor pursuant to the terms of this Agreement and (ii) accrue on or after the Effective Date. It is specifically agreed that

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Grantor will retain and continue to be responsible for the provisions of the Verizon Lease that can only be satisfied by Grantor as owner of the Building and Tower, including without limitation (a) obligations relating to the ownership and use of Grantor's Property, Tower, and Building, (b) all maintenance and repair obligations relating to the Building, the Tower, and Grantor's Property, (c) the payment of real property taxes, except as may be required to be reimbursed to the Grantor in accordance with the terms hereof, (d) any covenant or obligation of Grantor relating to the environmental condition of the Building, the Tower, or Grantor's Property and (e) any procedure established under the Verizon Lease to provide access to the Building or the Tower.

- 4.2 Additional Building Tenants. To facilitate Grantee's right to place and maintain from time to time additional Communications Equipment on the Building and Tower, Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and re-substitution, to negotiate and consummate Additional Building Space Licenses (which Additional Building Space Licenses shall be in form consistent with industry standards for placement of Communications Equipment in, on or around buildings similar to the Building). Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, and Grantor shall be bound by such agreements throughout and after the termination of this Agreement for any reason.
- 5. Term.
- 5.1 <u>Term.</u> The term of this Agreement shall be as provided in Section 1.7, commencing on the Effective Date and subject to termination only as provided in this Agreement (the "<u>Term</u>").
- 6. Easement Rent.
- 6.1 Grantee covenants and agrees to pay to Grantor on a monthly basis during the Term the Rent set forth in Section 1.8. Rent shall be payable to Grantor on the last day of each month (with respect to subtenant rent collected during that month) at the address designated in Section 1.9 hereof or at another address designated by Grantor in accordance with Section 25.
- 6.2. Grantee shall have the right and option to elect (the "Call Option") to cause Grantor to sell to Grantee the Grantor's interest in the Rent. The Call Option may be exercised by Grantee at any time after the date that Grantee has added any Additional Building Space License paying all or any rent or other financial consideration for the placement of all or any additional Communications Equipment on or at the Easement Premises. The exercise price for the Call Option (the "Call Price") shall be equal to ten (10) times the Grantor's annual Rent interest. The Call Option may be exercised by the delivery by Grantee of a written notice (the "Call Option Exercise Notice") to Grantor stating that Grantee is exercising the Call Option, and the Call Price. The Call Price shall be paid in full in cash on the Call Closing Date. The closing of the Call Option shall take place on the date (the "Call Closing Date") that is no later than thirty (30) days after the later of (A) the Call Option Exercise Notice, or (B) Grantee's satisfaction with due diligence. At the closing of the Call Option, Grantee shall deliver by wire transfer of immediately available funds the Call Price to the Grantor and Grantor shall represent and warrant to Grantee that the Grantor's interest in the Rent shall be free of all liens, claims or encumbrances or any lien shall be subordinated using the form attached to the Purchase Agreement as Exhibit 7.4(b). Such representation and warranty shall survive the closing of the Call Option.
- 7. <u>Use</u>. Grantee shall use the Easement Premises for the purpose of installing, constructing, maintaining, repairing, replacing and operating such Communications Equipment reasonably required by

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Grantee and its subtenants for use as a telecommunications facility and any other incidental activities or activities relating thereto as may be required or permitted by applicable laws, rules, regulations or guidelines. As used in this Agreement, "Communications Equipment" shall include but is not limited to the following equipment, whether owned by Grantee or any of its subtenants: (a) antenna support structures (including towers) and building(s) and cabinets to house equipment, including generators, necessary to operate the equipment; (b) flexible coaxial transmission lines between antennae and telecommunications equipment; (c) radio communication antennas and equipment consisting of transmitters, receivers and accessories; (d) a fence to enclose all improvements, including the antenna support structures (including towers), buildings, cabinets and all equipment; and (e) any and all equipment, supplies or materials related to the foregoing. All improvements constructed or installed by Grantee upon the Easement Premises shall be at Grantee's expense. Excluding the Verizon Lease, any additional Communications Equipment shall be subject to prior written approval of plans by Grantor, which will not be unreasonably withheld, conditioned, or delayed. On the date which is ten (10) days after delivery of any request with receipt verified (either by return receipt or signature accepting delivery for a reputable courier) for approval plans, such request shall be deemed approved unless Grantor provides to Grantee such proposed reasonable changes as Grantor may request in writing according to the notice provisions herein to Grantee. Grantor grants Grantee and its subtenants the right to use Grantor's Property, the Building, the Tower, and any land adjoining and adjacent to the Easement Premises as is reasonably required for the construction, installation, maintenance, repair, replacement and operation of the Communications Equipment. Grantee, or any assignee or subtenant of Grantee, may construct or erect such additional storage structures or otherwise add or modify its Communications Equipment or telecommunications equipment, as the case may be, on the Easement Premises as reasonably required for the maintenance or operation of the Communications Equipment, or any telecommunications equipment of an assignee or subtenant. Except to the extent that obligations are imposed on the building occupants by the Verizon Lease and/or the Building Space Licenses, Grantor shall be solely responsible for the maintenance of Grantor's Property, the Tower, and the Building.

- 8. <u>Insurance</u>. Grantee shall, at its expense, maintain during the Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Grantor shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Grantee may carry said insurance under a blanket policy. Grantee shall deliver to Grantor, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Grantor.
- 9. <u>Termination</u>. In addition to other rights of termination Grantee may have under this Agreement, Grantee shall have the right to terminate this Agreement at any time if the approval(s) (including any required renewal(s) or extension(s)) of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment or any other intended and permitted use of Grantee or its subtenants of the Easement Premises cannot be obtained, or is revoked or if Grantee in its sole discretion determines that the cost of obtaining or retaining such approval(s) is cost prohibitive or commercially unreasonable. Grantee shall give Grantor thirty (30) days written notice of termination of this Agreement under this Section 9. Upon termination, neither party shall have any further obligation to the other under the terms of this Agreement. Grantee agrees to remove the Communications Equipment from the Easement Premises within one hundred and eighty (180) days following termination, and further agrees to restore the portions of the Easement Premises occupied by

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Grantee, to the extent practicable, to its original condition, normal wear and tear, damage by storm, fire, lightning, earthquake and other conditions beyond Grantee's control excepted. This Agreement may not be terminated by Grantor.

### 10. Defaults and Remedies:

- (a) Notwithstanding anything in this Agreement to the contrary, Grantee shall not be in default under this Agreement for the failure to perform obligations under this Agreement for the payment of money until fifteen (15) days after receipt of written notice from Grantor specifying the payment due, and neither Grantor or Grantee shall be in default under this Agreement for failure to perform any other obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such non-monetary default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- (b) Should Grantee fail to perform any obligations under this Agreement for the payment of money within the 15 day period provided in paragraph 10(a) above or breach any material term or covenant in this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in paragraph 10(a) above, Grantor may seek specific performance or actual damages or invoke any other remedies available in law or in equity except for termination of this Agreement. Grantee's Call Option and First Right of Refusal hereunder may be exercised and enforced without regard to defaults asserted by Grantor.
- (c) Should Grantor breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in paragraph 10(a) above, Grantee may terminate this Agreement effective upon receipt of written notice by Grantor or, at its option, cure such default including but not limited to payment of mortgage, tax obligations or other encumbrances. All costs and expenses of any such Grantee performance shall be reimbursed upon invoice therefore and, or abated from any Rent due to Grantor until Grantee is reimbursed in full.
- 11. Taxes. Grantor acknowledges that a portion of the purchase price delivered by Grantee to Grantor pursuant to the Purchase Agreement is for and in consideration of the continuing obligation of Grantor to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments regardless of the taxing method (the "Taxes") attributable to Grantor's Property, Tower, and this Agreement. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Building Space Licenses, Grantor shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Grantee, Grantor shall furnish to Grantee a copy of each bill for any such Taxes and evidence of Grantor's payment of such bill. In the event that Grantor fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Grantor after Grantee gives Grantor thirty (30) day notice. Grantor shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Grantor's behalf within five (5) business days of Grantor's receipt of an invoice from Grantee. Anything herein to the contrary notwithstanding, in the event that the City of Meriden shall levy against the Grantor personal property or real property taxes upon the assessed value of any of the fixtures or equipment now existing or hereafter erected or constructed and used in connection with the Verizon Lease or any of the Building Space Licenses, any such tax shall be paid by

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the Grantor and reimbursed to the Grantor by the Grantee. Grantor shall furnish to Grantee a copy of each bill for any such taxes and evidence of Grantor's payment of such bill. Grantee shall reimburse Grantor for the full amount of such taxes paid by Grantor within fifteen (15) business days of Grantee's receipt of an invoice from Grantor.

- 12. <u>Tests</u>. Throughout the Term, Grantee and its subtenants shall have the right to conduct survey, soil, radio coverage, and environmental tests and conduct any other investigations needed to determine if the Easement Premises is suitable for the construction, installation, operation, maintenance, repair and replacement of the Communications Equipment, all at their sole cost and expense.
- Exclusive Rights; Non-Interference. Those exclusive portions of the Easement Premises are exclusive only to the extent occupied by Communications Equipment or necessary for the uninterrupted operation thereof. The grant of the Easement Premises shall not be interpreted to preclude Grantor's access to the roof of the Building or to the Tower for repair or maintenance, provided however, such access, repair or maintenance shall not interfere with the operation of the Communications Equipment. During the Term, Grantor will not grant a lease, license, or easement or transfer or convey any other interest in Grantor's Property, Tower, or Building upon which the Easement Premises is located or any other property owned by Grantor contiguous to the property upon which the Easement Premises is located to any party for the purposes of operating Communications Equipment or to any party if such lease, transfer or conveyance would in any way adversely affect or interfere, in Grantee's reasonable but sole discretion, with any Communications Equipment or the operation of the Easement Premises, it being mutually agreed the Grantee shall have the sole and exclusive right to install, operate and maintain Communications Equipment on Grantor's Property, Tower, and Building pursuant to the terms of this Agreement.
- 14. <u>Fixtures</u>. Grantor covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, the Communications Equipment, constructed, erected or placed by Grantee or subtenants on the Easement Premises shall be deemed by Grantor to be or become affixed to or a part of the Easement Premises, it being the specific agreement of Grantor and Grantee that all improvements of every kind and nature constructed, erected or placed by Grantee or any subtenants on the Easement Premises shall be and remain the personal property of Grantee or its subtenants and shall be removed by Grantee as provided in this Agreement. Grantee agrees to save Grantor harmless on account of claims or mechanic's, materialman or other liens imposed upon the Easement Premises in connection with any alterations, addition, or improvements to the Easement Premises made by Grantee, Grantee's agents, employees, contractors or subtenants.
- 15. <u>Assignment</u>. Grantee may assign, transfer or otherwise encumber all or any part of the Easement Premises without the prior consent of Grantor provided that such assignee assumes in full all of Grantee's obligations under this Agreement. Grantee shall also have the right to sublet the Easement Premises without the prior consent of Grantor.
- 16. <u>First Right of Refusal</u>. In the event Grantor receives a bona fide offer from a third party to purchase or if Grantor intends to communicate to a third party an offer to sell, (a) all or any portion of the Grantor's Property containing the Communications Equipment, (b) any adjoining or adjacent property subject to an easement hereunder or (c) this Agreement or any rights hereunder including the right to receive rent (in each case, the "<u>Sale Assets</u>"), Grantor shall first communicate the terms of such offer to Grantee, provide a copy of the bona fide offer to Grantee and offer to sell such property to Grantee upon the same terms and conditions, including any financing terms. Grantee shall have thirty (30) days from

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receipt of said notice from Grantor to accept said offer in writing. If Grantee accepts Grantor's offer within thirty (30) days, Grantor shall be bound to sell the Sale Assets to Grantee, and Grantee shall be bound to purchase the Sale Assets from Grantor, in accordance with the bona fide offer. If Grantee purchases the Sale Assets pursuant to this paragraph, any easements granted from Grantor to Grantee for the benefit of the Grantee shall become permanent easements without further consideration. If Grantee fails to exercise such right of first refusal within the stated time, Grantor may sell the Sale Assets subject to any and all terms and conditions of this Agreement and Grantee's rights hereunder; provided, however, that if the terms of sale change and if Grantor has not sold or transferred title to such property within ninety (90) days of the date of Grantor's written notice to Grantee, any such sale and transfer of title shall again be subject to Grantee's said right of first refusal. Grantee's right of first refusal shall continue in effect as to any subsequent proposed sale by the current Grantor or by any transferee. In addition to the foregoing, Landlord shall not grant any interest in any portion of the Grantor's Property or any portion of Grantor's Property containing the Communications Equipment (other than the conveyance of fee simple title to the entire Grantor's Property) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

Governmental Condemnation or Taking. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of the Easement Premises or adjoining or adjacent property subject to an easement hereunder, apportionment thereby making it physically or financially unfeasible, as determined by Grantee in its sole discretion, for the Easement Premises to be used in the manner it was intended to be used by Grantee under this Agreement, Grantee shall have the right to assert a claim against the condemning agency for the portion attributable to Grantee's interest in the Easement Premises and to terminate this Agreement effective as of the date the condemning agency takes possession and the rental shall be equitably prorated. If only a portion of the Easement Premises is taken by eminent domain, and Grantee does not elect to terminate this Agreement under this provision, then this Agreement shall continue. Grantee reserves its right under paragraph 17.

### 18. Damage or Destruction.

Grantor acknowledges and agrees that it is extremely important that Grantee and its (a) subtenants maintain continuous operation of the Communications Equipment on the Easement Premises. Therefore, in the event of any damage to or destruction of the Easement Premises, or any condemnation thereof, which renders the Communications Equipment inoperable or unusable, Grantee and its subtenants shall have the right, at its option, to construct or install temporary facilities, including temporary or replacement antennae, if necessary, elsewhere on the Easement Premises on either the Grantor's Property, Tower, or Building, in such location as may be reasonably acceptable to Grantor and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Communications Equipment. Grantor shall allow Grantee and its subtenants to install such additional equipment and fixtures, including but not limited to, antennae, cables, wires, and shall permit Grantee and its subtenants access, repair and maintenance rights as may be necessary to allow Grantee and its subtenants to operate and maintain such temporary facilities until the Easement Premises have been sufficiently repaired to permit use of the Communications Equipment on its prior location on the Easement Premises, or until a substitute permanent location on the Easement Premises that does not materially interfere with Grantor's normal use of the Building, the Tower, or Grantor's Property has been chosen by Grantee and a substitute permanent facility has been completed.

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- (b) If the Easement Premises are repaired, Grantee and it subtenants shall have the right to construct and install replacement Communications Equipment, including, but not limited to, the antenna support structures, antennae, cables, conduits, poles, wires and electronic or other equipment, in and on the repaired Easement Premises, in substantially the same location and manner as prior to the occurrence of the damage or at another location on the Easement Premises provided that such relocation does not materially interfere with Grantor's normal use of Grantor's Property, the Tower, or the Building. It is the intention of the parties that Grantee and its subtenants shall be able to maintain continuous operation and use of the Existing Tenant Equipment and any future Communications Equipment throughout the Term.
- (c) If Grantee elects to continue operation of the Existing Tenant Equipment pursuant to this paragraph, this Agreement shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect. Rent and Grantee's other obligations under this Agreement shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Easement Premises or the conditions under which Grantee's temporary or replacement facilities are being used and operated, commencing from the date of damage, destruction or condemnation and continuing during the period of such repair or restoration.
- 19. <u>Consents and Approvals</u>. Grantee and/or its subtenants shall maintain the permits necessary for the Communications Equipment. Upon execution of this Agreement, Grantor agrees to cooperate with Grantee in all respects in connection with any application made by Grantee, in the name of Grantor, to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Grantee's or its subtenants' Communications Equipment shall be made at Grantee's expense, and Grantor shall have no obligations with respect thereto. Whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
- Quiet Possession; Maintenance of Grantor's Property. Grantor hereby covenants that Grantee is seized and possessed of a valid easement estate in and to the Easement Premises, that Grantee shall have quiet and peaceable possession of the Easement Premises, that Grantor shall defend title to the Easement Premises for and on behalf of Grantee, and that Grantor shall provide such further assurances of title as may be necessary or appropriate. Grantor further agrees to maintain Grantor's Property, the Tower, and the Building. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Building Space Licenses, Grantor shall be solely responsible for the maintenance of Grantor's Property, Tower, and Building. If the foregoing covenant of quiet possession or promise to maintain Grantor's Property, Tower, and Building shall be breached, Grantor shall be liable to Grantee for all damages incurred as a result of such breach.
- 21. <u>Debt Security</u>. Grantor covenants and agrees that, without the prior consent of Grantor, at all times during the Term, Grantee shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Agreement or the easement holder's interest of Grantee created hereby, together with all of Grantee's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Easement Premises by Grantee, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Grantor, as provided herein.

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22. Estoppel Certificates, Grantor's Acknowledgment of Rights, and other Similar Documents. Grantor agrees that it will from time to time, within ten (10) days after request by Grantee, execute and deliver an estoppel certificate, Grantor's acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Grantor and Grantee certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which Rent and other charges payable hereunder have been paid; (iii) stating that Grantee is not in default hereunder (or if Grantor alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Grantee, Grantee's mortgagee or assignee, if any, and further stating such other matters as Grantee, Grantee's mortgagee or assignee shall reasonably require.

### 23. Subordination. INTENTIONALLY OMITTED

- 24. Environmental Matters. To the best knowledge of the Grantor, the operation of Grantor's Property, Tower, and Building has met, in all material respects, the applicable laws and regulations of all federal, state, and local government authorities having jurisdiction, including, without limitation, all requirements pursuant to environmental protection, health, or safety laws and regulations (including the disposal of hazardous substances and solid wastes). Neither Grantor nor any of its agents or affiliates have, in connection with the operation of Grantor's Property, ever generated, stored, treated, transported, handled, disposed of, or released any hazardous substance or solid, liquid, or gaseous waste in a manner that would give rise to any material liability under any statute or governmental regulation. Grantor is not a "potentially responsible party," as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or under any comparable state or local statute, in connection with any past or present waste disposal practices undertaken by it or on its behalf during its ownership or occupancy of Grantor's Property.
- 25. <u>Notices</u>. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Sections 1.9 and 1.10 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 25.
- 26. Entire Agreement and Binding Effect. The Purchase Agreement, this Agreement and any attached Exhibits constitute the entire agreement between Grantor and Grantee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
- 27. <u>Due Authorization</u>. If Grantor is a corporation, partnership or limited liability company, the undersigned represents that he or she is a duly authorized to execute this Agreement and bind Grantor to the terms hereof.
- 28. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.
- 29. <u>Recording of Easement</u>. Grantee, at its sole expense, shall have the right to file this Easement and Assignment of record in the county and state where the Easement Premises is located after redacting Section 1.8 and the rental rate information on Exhibit B.

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- 30. Further Assurances. Grantor will, from time to time after the date of this Agreement, upon the reasonable request of Grantee, execute and deliver all such further documents and assurances as may be reasonably required to transfer to and to vest in Grantee all interest of Grantor in and to the Easement Premises, the Access and Utility Easements and Building Space Licenses and to protect the right, title, and interest of Grantee in and to such interests. Grantor further agrees to sign such reasonable documents to evidence its agreement to be responsible under Additional Building Space Licenses for certain obligations that can only be satisfied by Grantor as owner of the Building and Tower including without limitation (a) obligations relating to the ownership and use of Grantor's Property, Tower, and Building, (b) all maintenance and repair obligations relating to the Building, the Tower, and Grantor's Property, (c) the payment of real property taxes, (d) any covenant or obligation of Grantor relating to the environmental condition of the Building, the Tower, or Grantor's Property and (e) any procedure established under Building Space Licenses to provide access to the Building and to the Tower.
- 31. <u>Time is of the Essence</u>. Time is of the essence of this Agreement and each and all of its provisions.
- 32. <u>Governing Law</u>. This Agreement shall be construed and governed in accordance with the laws of the state in which the Easement Premises is located.
- 33. <u>Severability</u>. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
- 34. <u>Waiver</u>. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.
- 33. <u>Covenant Running with the Land</u>. The provisions of and covenants contained in the Agreement and this Agreement shall run with the land and shall bind and inure to the benefit of Grantor, Grantee and their respective successors, heirs and assigns.
- 35. <u>Indemnification By Grantor</u>. After the Effective Date, Grantor agrees to indemnify Grantee against any loss, cost, liability, or expense (including, without limitation, costs and expenses of litigation and, to the extent not prohibited by law, reasonable attorney's fees) incurred by Grantee by reason of, resulting from, or arising out of (a) the incorrectness of any of the representations or warranties, or the breach of any of the covenants or agreements of Grantor contained in this Agreement or in any other instrument executed or delivered by Grantor in connection with this Agreement or given on or before the Effective Date; (b) Grantor's breach, on or before the Effective Date, of any agreements with third parties; (c) Grantor's operation of the Property, the Building, or the Tower on or before the Effective Date; or (d) the assertion against Grantee of any liability of Grantor.
- 36. <u>Indemnification By Grantee</u>. After the Effective Date, Grantee agrees to indemnify Grantor against any loss, cost, liability, or expense (including, without limitation, costs and expenses of litigation and, to the extent not prohibited by law, reasonable attorney's fees) incurred by Grantor by reason of, resulting from, or arising out of (a) the incorrectness of any of the representations or warranties, or the breach of any of the covenants of Grantee contained in this Agreement or given on the Effective Date;

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(b) Grantee's breach, after the Effective Date or (c) the assertion against Grantor of any liability of Grantee. [Signatures are on the following page] 4814-5423-5014 -13-CT-1027 38 Elm St Executed by the parties' duly authorized representatives as of the Effective Date.

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ASHLEY HARRIMAN L.L.C., a Connecticut limited liability company.

Witnesses:

Print Page 1

Print Custo

State of Connecticut

County of Naw Haven

) ss. Mariden [City or Town]; April 23, 2019

On this <u>3</u> day of April, 2019, before me personally appeared Timothy Walsh, Manager of ASHLEY HARRIMAN, L.L.C., a Connecticut limited liability company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said ASHLEY HARRIMAN, L.L.C., a Connecticut limited liability company, before me a Notary Public in and for said County and State.

Notary Public Print Name: <

SHANNON DILLANE
Notary Public
Commission Expires 3/31/2024

[Signatures continued on the following page]

(Seal)

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### [Signatures continued from the previous page]

	GRANTEE:
Witnesses:  Print Name: JANSS M. RURGSSS	BLUE SKY TOWERS II, LLC, a Delaware limited liability company:  By:  James Kech, Chief Executive Officer
Print Alex Kreymer	-
Commonwealth of Massachusetts ) County of Middlesex ) ss.	North Reading [City or Town]; April 18, 2019
foregoing instrument, and acknowledged the sa	Delaware limited liability company, signer and sealer of the ame to be his free act and deed, and the free act and deed of re limited liability company, before me a Notary Public in Notary Public Denic   De
	(Seal)

DANIEL J. GUARINI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 3, 2021

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### **EXHIBITS**

Legal Description of Grantor's Property	
Existing Tenants and Building Space Licenses	

A

В

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### **EXHIBIT A**

### **LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

SITUATED IN THE COUNTY OF NEW HAVEN, STATE OF CONNECTICUT:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN THE CITY OF MERIDEN, COUNTY OF NEW HAVEN AND STATE OF CONNECTICUT KNOWN AS 38 ELM STREET, AND BEING DESIGNATED "LEASED TO CONNECTICUT TELEPHONE & ELECTRIC CORPORATION OF MERIDEN" ON MAP ENTITLED "MAP OF PROPERTY OF TOWIE MANUFACTURING CO. ELM ST. & CHARLES ST., MERIDEN, CONN. MARCH, 1976. SCALE 1" = 20', H.E. DAGGETT, CIVIL ENGINEER, MERIDEN, CONN." ON FILE IN THE MERIDEN TOWN CLERK'S OFFICE AND BOUNDED AND DESCRIBED AS FOLLOWS:

NORTH: BY LAND NOW OR FORMERLY OF BARR, HULL AND STATE OF CONNECTICUT, EACH IN PART, AS SHOWN ON SAID MAP, 328.37 FEET, IN ALL;

EAST: BY LAND OF THE CITY OF MERIDEN, AS SHOWN ON SAID MAP, 122 FEET;

SOUTH: BY OTHER LAND NOW OR FORMERLY OF TOWIE MANUFACTURING CO., 326.54 FEET AS SHOWN ON SAID MAP, SAID SOUTHERLY LINE BEING 2 FEET NORTHERLY OF AND PARALLEL TO THE FENCE, AS SHOWN ON SAID MAP;

WEST: BY ELM STREET, AS SHOWN ON SAID MAP, 144.05.

TAX I.D. NUMBER: 0218 111 006

BEING THE SAME PROPERTY CONVEYED TO ASHLEY HARRIMAN LLC, A CONNECTICUT LIMITED LIABILITY COMPANY, GRANTEE, FROM THE WENDELL CORPORATION TRUSTEE, GRANTOR, BY DEED RECORDED 03/07/1997, AS BOOK 2247, PAGE 343 OF THE CITY OF MERIDEN TOWN CLERK.

### **EXHIBIT B**

### EXISTING TENANTS AND BUILDING SPACE LICENSES

Option and Lease Agreement dated October 12, 1993, by and between John Arnold, predecessor in interest to Ashley Harriman, L.L.C., as Landlord, and Metro Mobile CTS of New Haven, Inc., a Connecticut corporation, predecessor in interest to Cellco Partnership d/b/a Verizon Wireless, as Tenant, as evidenced by the Memorandum of Option and Lease Agreement dated October 12, 1993 and recorded on March 10, 1998 in Volume 2337 Page 110 of the Meriden, Connecticut City Records, as amended by Amendment to the Option and Lease Agreement dated May 10, 1995, as amended by the Second Amendment to Option and Lease Agreement dated February 14, 2002, as evidenced by the Memorandum of Option and Lease Agreement dated February 14, 2002 and recorded on March 7, 2002 in Volume 2826 Page 163 of the Meriden, Connecticut City Records, as amended by the Third Amendment to Option and Lease Agreement dated May 23, 2008, as amended by the Fourth Amendment to Option and Lease Agreement dated August 29, 2013, as evidenced by the Amendment to Memorandum of Lease dated August 29, 2013 and recorded on September 25, 2013 in Volume 4846 Page 59 of the Meriden, Connecticut City Records.

A.	Location:	38 Elm Street, Meriden, Connecticut 06450
B.	Tenant:	Cellco Partnership d/b/a Verizon Wireless
C.	Current Term Commencement:	July 1, 2015
D.	Current Term Expiration:	June 30, 2020
E.	Number/Length of Renewal Terms:	Three 5-year renewal options remaining

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### disn wireless...

DISH Wireless L.L.C. SITE ID:

### **BOHVN00187C**

**DISH Wireless L.L.C. SITE ADDRESS:** 

### **38 ELM STREET** MERIDEN, CT 06450

### CONNECTICUT CODE OF COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

CODE TYPE

2018 CT STATE BUILDING CODE/2015 IBC W/ CT AMENDMENTS 2018 CT STATE BUILDING CODE/2015 IMC W/ CT AMENDMENTS 2018 CT STATE BUILDING CODE/2017 NEC W/ CT AMENDMENTS MECHANICAL

	SHEET INDEX					
SHEET NO.	SHEET TITLE					
T-1	TITLE SHEET					
A-1	OVERALL AND ENLARGED SITE PLAN					
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE					
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS					
A-4	EQUIPMENT DETAILS					
A-5	EQUIPMENT DETAILS					
A-6	EQUIPMENT DETAILS					
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES					
E-2	DETAILS					
E-3	ONE-LINE DIAGRAM & PANEL SCHEDULE					
G-1	GROUNDING PLANS AND NOTES					
G-2	GROUNDING DETAILS					
G-3	GROUNDING DETAILS					
RF-1	RF CABLE COLOR CODE					
GN-1	LEGEND AND ABBREVIATIONS					
GN-2	RF SIGNAGE					
GN-3	GENERAL NOTES					
GN-4	GENERAL NOTES					
GN-5	GENERAL NOTES					

### REVIEWED

By william.cross at 4:11 pm, Dec 20, 2022

### **APPROVED**

By chris.seremet at 8:21 am, Dec 21, 2022

### APPROVED WITH REDLINES.

### SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

### TOWER SCOPE OF WORK:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
  INSTALL (3) PROPOSED SECTOR FRAMES
- INSTALL (6) PROPOSED RRUS (2 PER SECTOR)
- INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
- INSTALL (1) PROPOSED HYBRID CABLE

- GROUND SCOPE OF WORK:

  INSTALL (1) PROPOSED METAL PLATFORM

  INSTALL (1) PROPOSED ICE BRIDGE, CABLE TRAY
- INSTALL PROPOSED PPC CABINET
- INSTALL (1) PROPOSED FOUIPMENT CARINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- PROPOSED GPS UNIT INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED)
- INSTALL (1) PROPOSED METER SOCKET
- INSTALL PROPOSED WEATHERHEAD

### SITE PHOTO





UNDERGROUND SERVICE ALERT UTILITY NOTIFICATION CENTER OF (STATE) (XXX) XXX-XXXX WWW.(WEBSITE).ORG

CALL # WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

### **GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

### 11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCFEDING WITH THE WORK.

### ASHLEY HARRIMAN LL C/O TIM WALSH PROPERTY OWNER: DISH Wireless L.L.C. ADDRESS: 38 ELM STREET 5701 SOUTH SANTA FE DRIVE MERIDEN, CT 06450 LITTLETON, CO 80120 TOWER TYPE: SELF SUPPORT TOWER OWNER: BST MANAGEMENT LLC TOWER CO SITE ID: CT-1027 352 PARK STREET, #106 N. READING, MA 01684 Match coordinates to 2C SITE DESIGNER COUNTY: NFW HAVEN 23 MIDSTATE DR., #210 LATITUDE (NAD 83): AUBURN, MA 01501 41° 32' 2.67" N 41.534075 508-981-9590 LONGITUDE (NAD 83): 72° 47' 46.52" W -72.796258 PARKER SHEA ZONING JURISDICTION: CITY OF MERIDEN SITE ACQUISITION: (781) 392-4040 ZONING DISTRICT: CONSTRUCTION MANAGER: AARON CHANDLER PARCEL NUMBER: 0218-0111-0006 (508) 367-7138

PROJECT DIRECTORY

DIPESH PARIKH

dipesh.parikh@DISH.COM

RF FNGINFFR:

### **DIRECTIONS**

### DIRECTIONS FROM HARTFORD BRADLEY INTL AIRPORT:

EVERSOURCE

OCCUPANCY GROUP:

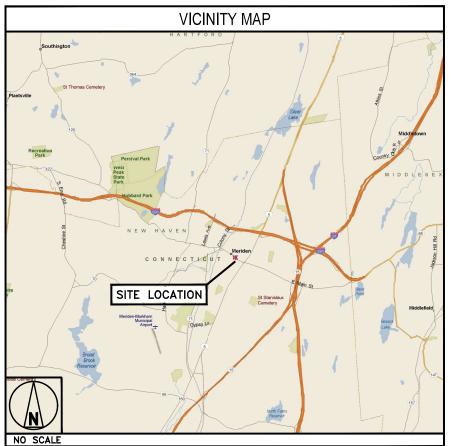
CONSTRUCTION TYPE:

TELEPHONE COMPANY: LIGHTOWER

POWER COMPANY:

SITE INFORMATION

FROM BRADLEY INTERNATIONAL AIRPORT CONTINUE EAST ON RT-20. MERGE ONTO I-91 SOUTH. CONTINUE SOUTH ON I-91. TAKE I-91 EXIT 17 TOWARDS E MAIN ST. AT END OF OFF RAMP TURN RIGHT ONTO E MAIN ST WEST. TURN LEFT ONTO ELM ST. ARRIVE AT #38,



LITTLETON, CO 80120



STRUCTURE CONSULTING GROUP 49 BRATTLE STREET ARLINGTON, MA 02474





MFP Project #40922-133

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

		OHLONED	טו.	APPROVED	BI:
GAM		MN		MP	

CONSTRUCTION DOCUMENTS

SUBMITTALS						
REV	DATE	DESCRIPTION				
0	12/16/2022	FOR PREMITTING				
A&E PROJECT NUMBER						
ROHVN001870						

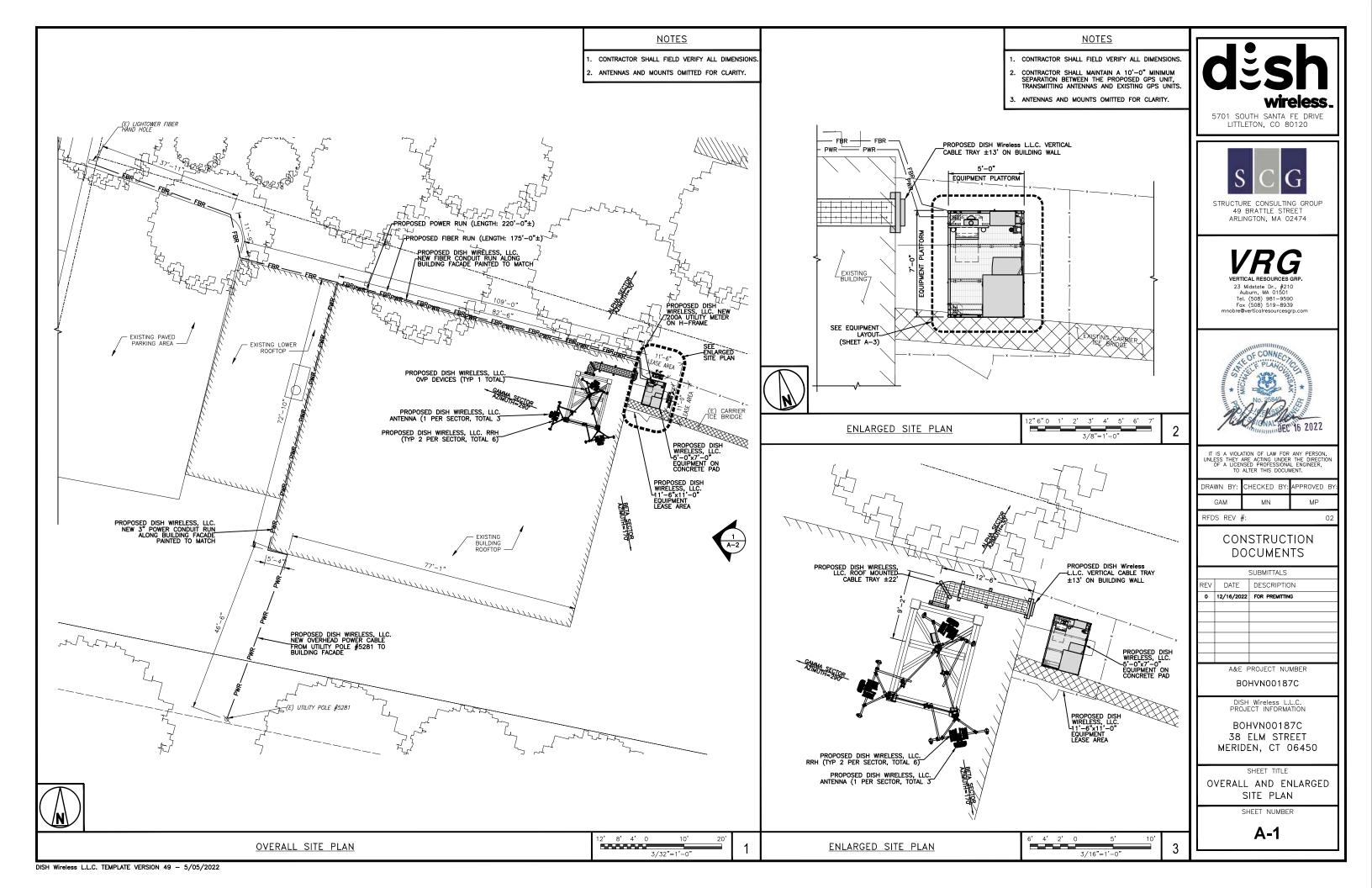
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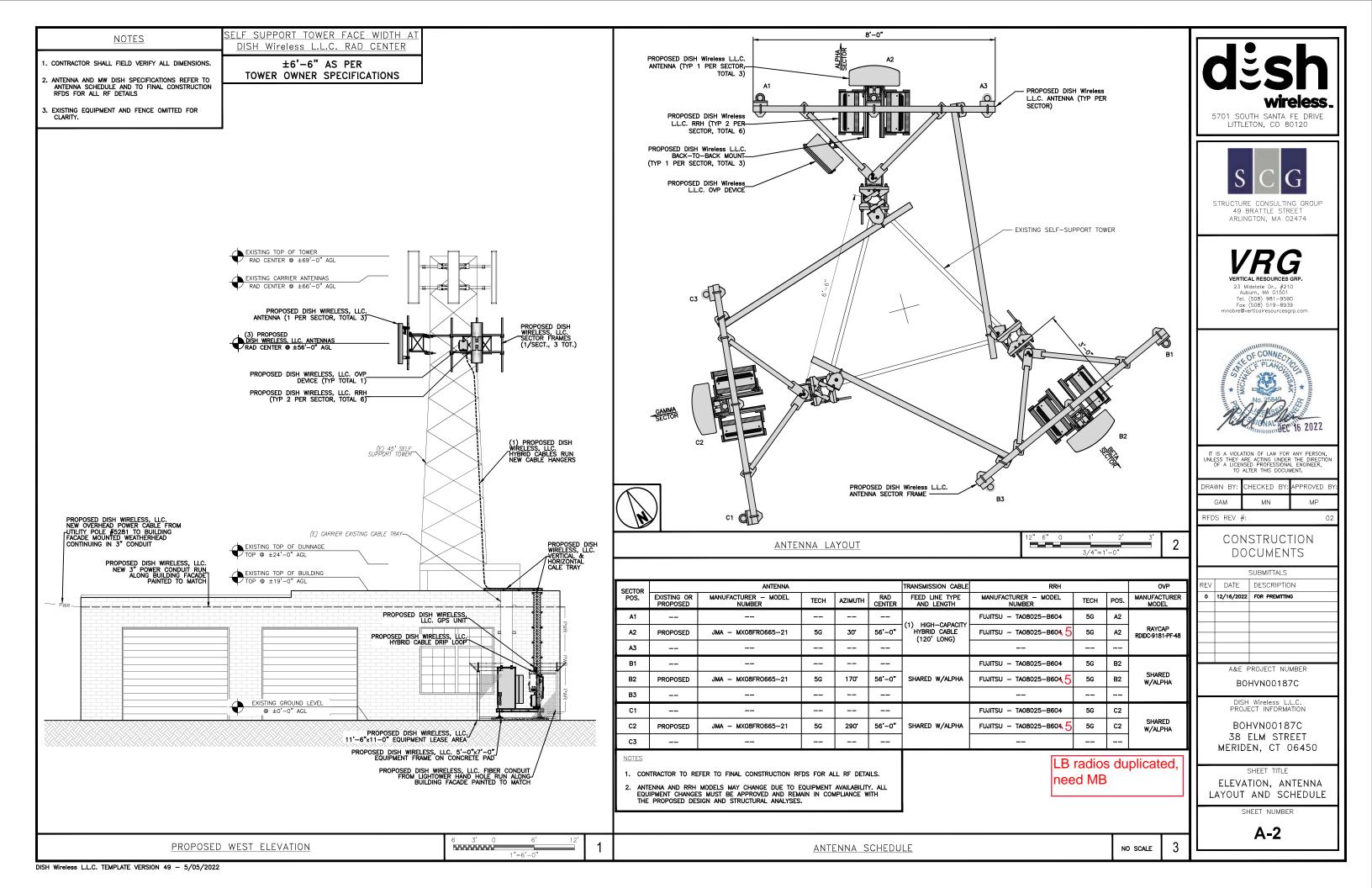
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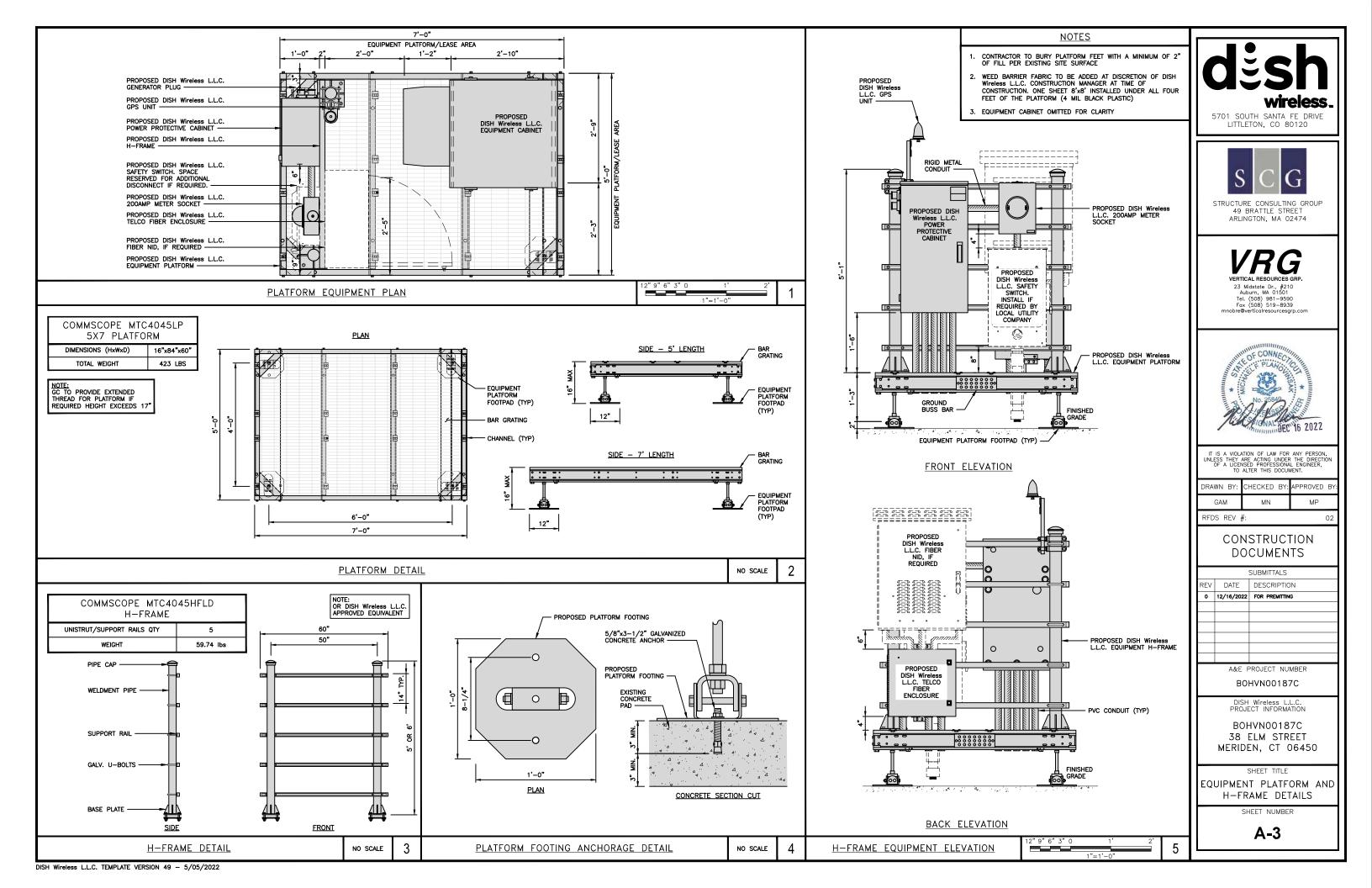
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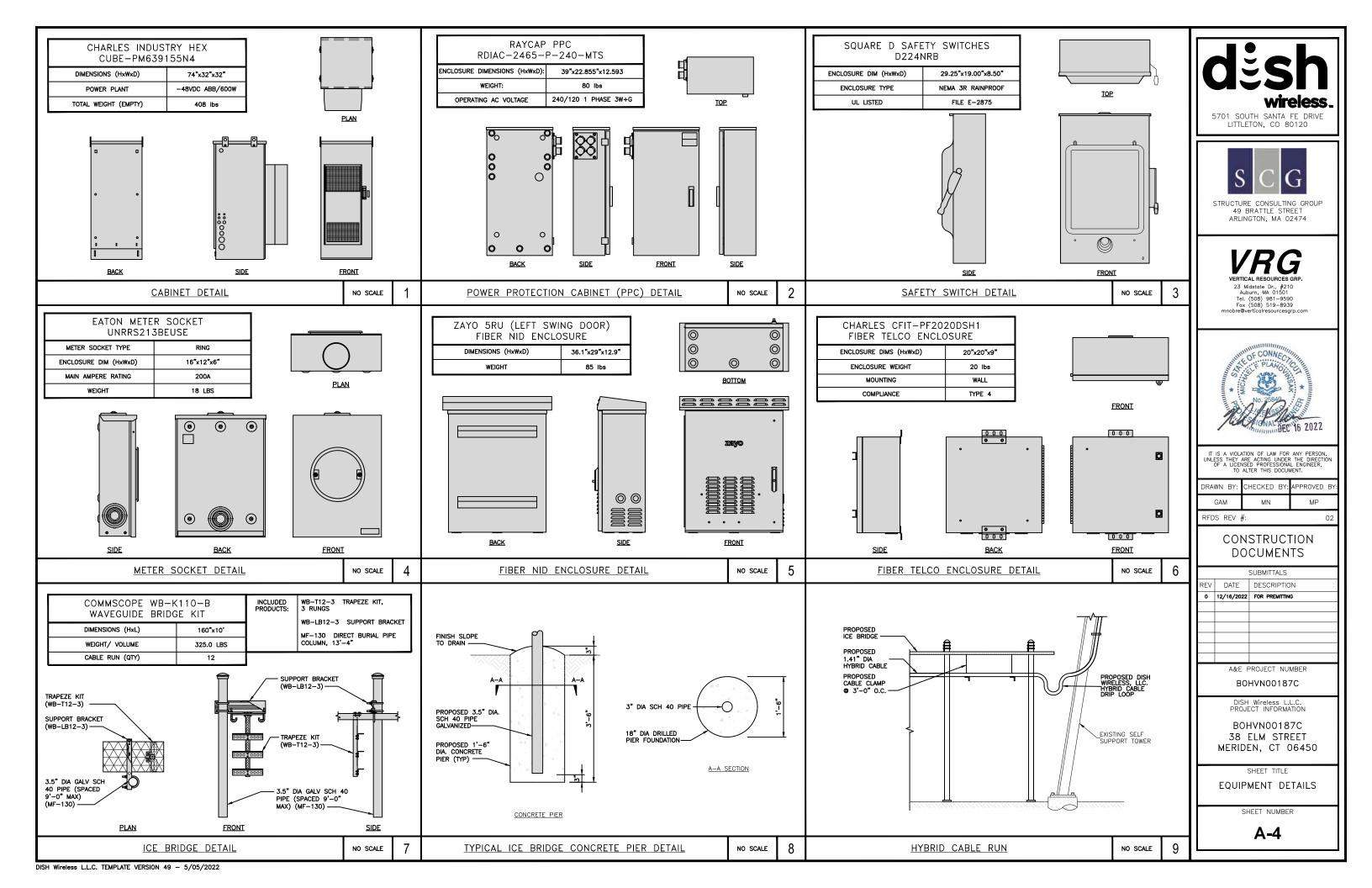
SHEET NUMBER

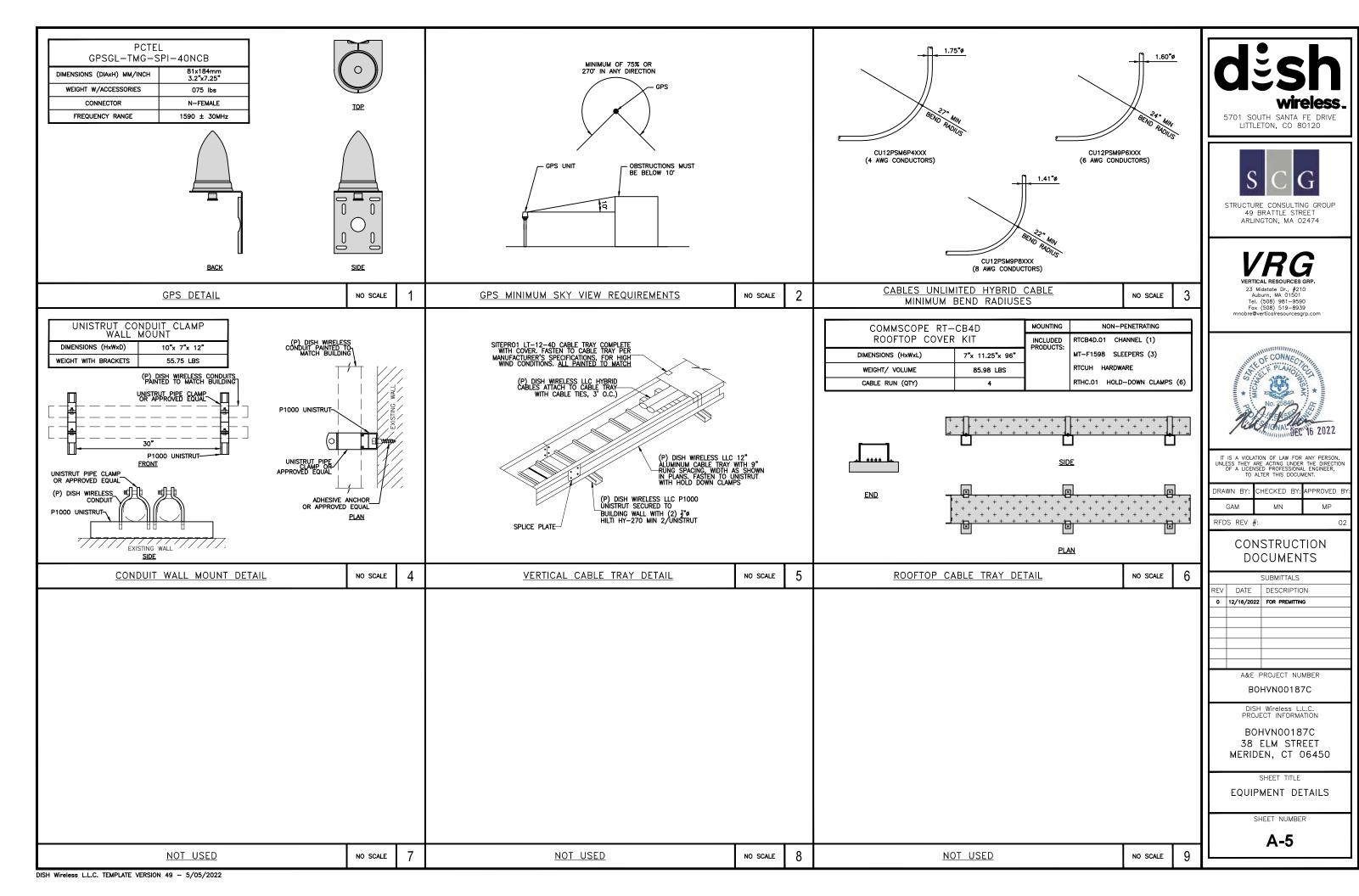
T-1

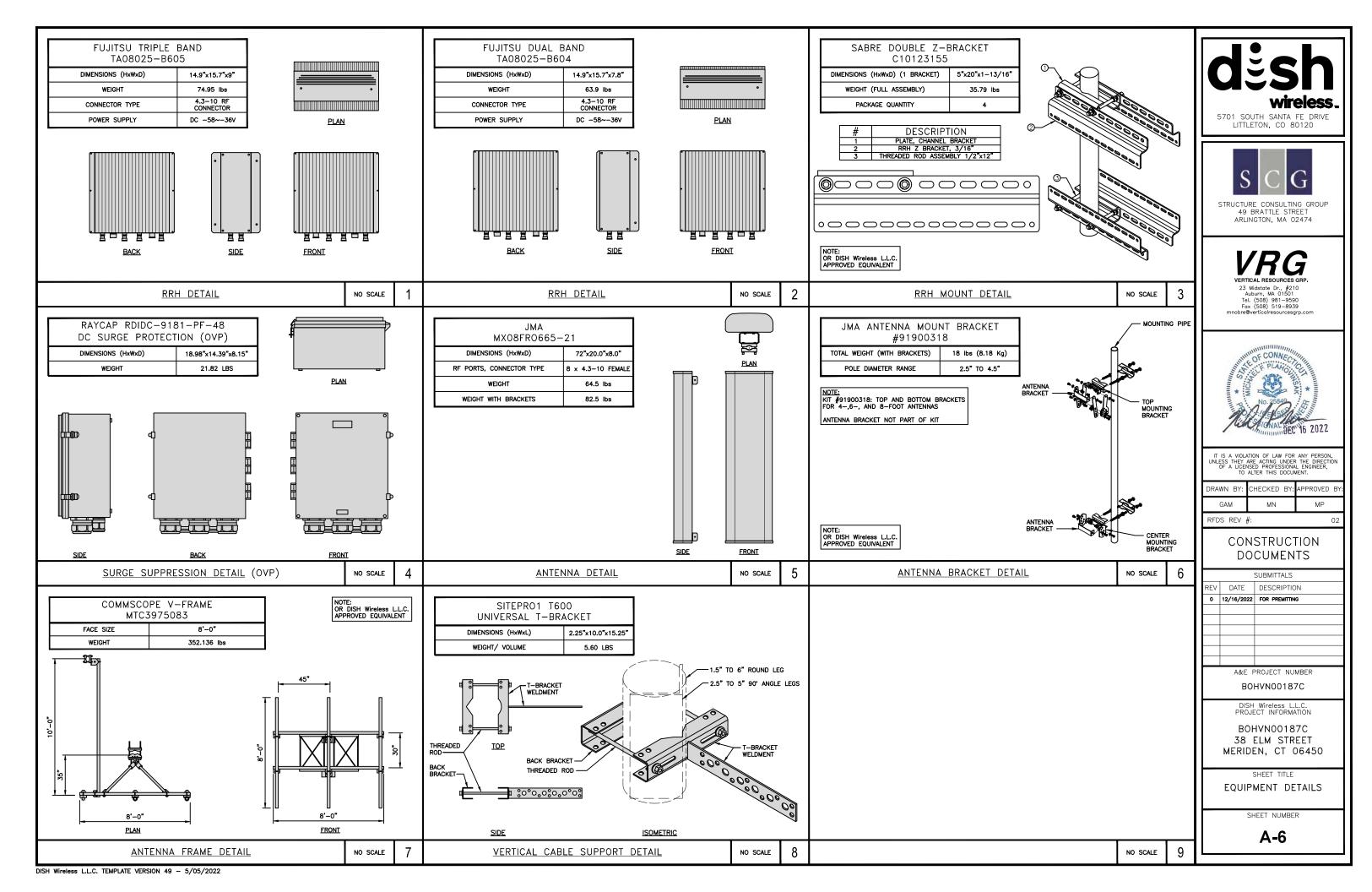


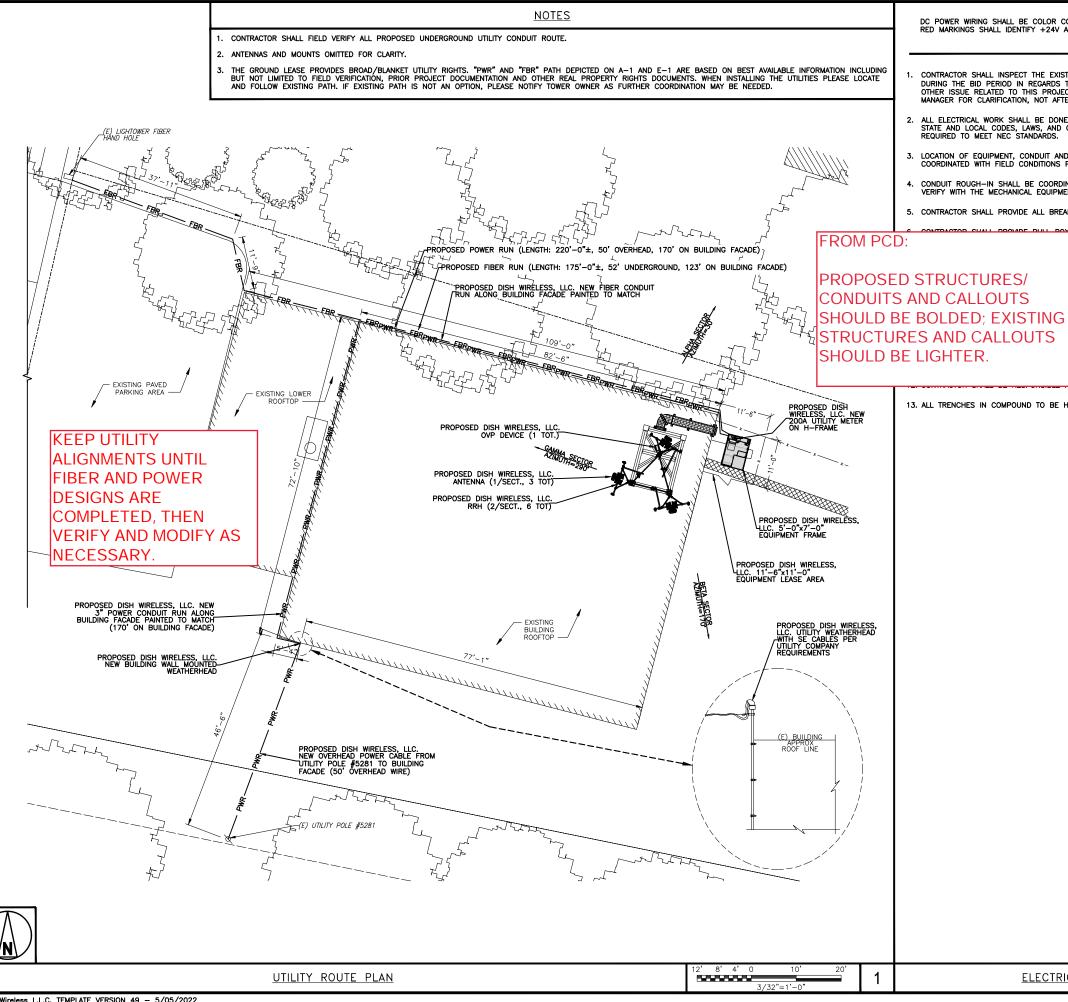












DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING  $\pm 24V$  AND  $\pm 48V$  Conductors. RED MARKINGS SHALL IDENTIFY  $\pm 24V$  AND BLUE MARKINGS SHALL IDENTIFY  $\pm 48V$ .

- 1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
- 3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- 4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
- 5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.

AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.

ELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. ITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

ES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES TH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.

CTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL BINETS.

RANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.

AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

13. ALL TRENCHES IN COMPOUND TO BE HAND DUG



5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120



STRUCTURE CONSULTING GROUP 49 BRATTLE STREET ARLINGTON, MA 02474





IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN	BY:	CHECKED	BY:	APPROVED	BY:
GAN	1	MN		MP	

RFDS REV #:

CONSTRUCTION DOCUMENTS

	SUBMITTALS					
REV	DATE	DESCRIPTION				
0	0 12/16/2022 FOR PREMITTING					
	A&E PROJECT NUMBER					

BOHVN00187C

DISH Wireless L.L.C. PROJECT INFORMATION

BOHVN00187C 38 ELM STREET MERIDEN, CT 06450

SHEET TITLE

ELECTRICAL/FIBER ROUTE PLAN AND NOTES

SHEET NUMBER

E-1

**ELECTRICAL NOTES** 

NO SCALE

Structural Components, LLC 1870 West 64<sup>th</sup> Lane, Unit A Denver, CO 80221

Voice: 866-386-7622

October 19, 2022

BST Management, LLC 352 Park Street Suite 106 North Reading, MA 01864

Re: Feasibility Structural Analysis Report

Structure: 44.7ft Rooftop Self-Supporting Tower

Site Address: 38 Elm Street, Meriden, Connecticut 06450 (New Haven County)

Latitude: 41.5342°N, Longitude: 72.7964°W

Site Name: BST Management, LLC – 38 Elm St

Dish Wireless – Meriden-38 Elm St

Site Number: BST Management, LLC – CT-1027

Dish Wireless - BOHVN00187C

SC Number: 220729

Status: Structure Passes (79% Capacity)

**Foundation Unknown** 

Per your request, Structural Components, LLC has completed a structural analysis for the above referenced project to verify the tower's compliance to the following design criteria:

· · · · · · · · · · · · · · · · · · ·	
	TIA-222-G
Standard:	Structural Standard for Antenna Supporting Structures
	and Antennas
Puilding Codo:	2015 International Building Code
Building Code:	Connecticut State Building Code 2018
Design Basic Wind Speed without Ice:	125 mph 3-second gust V∪LT
Design Basic Wind Speed with Ice:	50 mph 3-second gust
Ice Thickness:	3/4" radial
Serviceability Basic Wind Speed:	60 mph 3-second gust
Exposure Category:	С
Topographic Category:	1
Risk Category:	II
Seismic Site Class:	D, S <sub>s</sub> =0.183, S <sub>1</sub> =0.063
Seismic Design Category:	В

Please refer to the following structural analysis report, which gives complete details of the tower loading, results, information provided, and necessary assumptions.

We trust you find this report satisfactory. Please do not hesitate to contact us if you should have any questions or concerns.

Best Regards, Structural Components LLC

Wesley Culver Engineering Manager PANOLENSE OF CONVINCENT OF CON

Michael DeBoer, P.E. Connecticut P.E. # 18022

/TR 10/20/2022

### 1 LOADING CONFIGURATION

The following antennas, mounts, transmission lines, and other appurtenances were considered for the structural analysis.

Elevation (ft)  Mount Equip				
		- Equipment	Feedlines	Notes
67.0	67.0	(1) Raycap RHSDC-6627-PF-48 SSD	(1) 2" OD Hybrid	
	65.0	(6) JMA MX06FR0660-03 Panels		
60.0	64.0	(3) Samsung MT6407-77A Panels (3) Samsung RFV01U-D1A RRUs <sup>(4)</sup> (3) Samsung RFV01U-D2A RRUs	(6) 1-1/4" TX (9) 1-1/4" TX <sup>(3)</sup>	Verizon Existing
63.0	63.5	<ul><li>(4) Amphenol Antel LPA 80080/6CF E-DIN Panels</li><li>(2) Amphenol Antel LPA 80063/6CF E-DIN Panels</li></ul>		
	63.0	(3) 20' Sector Frame Mounts (6) Tiebacks		
56.0	56.0	(3) JMA MX08FR0665-21 Panels (3) Fujitsu TA08025-B604 RRUs (3) Fujitsu TA08025-B605 RRUs (1) Raycap RDIDC-9181-PF-48 SSD (3) Sector Frame Mounts	(1) 1.411" OD Hybrid	Dish Wireless Proposed
39.0	39.0		(1) 1/2" TX <sup>(3)</sup>	Existing

- 1) Elevations reference centerline of panel, yagi, mounts, and dish antennas, and base of whip antennas, in relation to the base of the tower.
- 2) Refer to the feed line diagram and analysis output in Appendix A for the location and orientation of feedlines and equipment.
- 3) Equipment, mount, or feedline has been identified as not in use.
- 4) Secondary appurtenances such as TMAs, Diplexers, and RRUs are considered to be installed directly behind panel antennas for frontal area shielding. See analysis output for magnitude of individual shielding.

### 2 RESULTS

The analysis was performed using tnxTower v8.1.1.0, a structural analysis program developed by Tower Numerics, Inc. specifically for the communication tower industry.

### 2.1 TOWER MEMBER STRESS LEVELS

The tower has the following stress ratios in its structural members.

Elev. (ft)	Member	Stress Ratio*
24.0 – 78.7	Legs	0.65
24.0 – 78.7	Bracing	0.74
24.0 – 78.7	Connections	0.79

Stress ratio (SR) criteria:

SR < 1.00 is completely within code limits.

SR < 1.05 is considered within acceptable tolerance of code limits.

SR > 1.05 is outside acceptable tolerance of code limits and requires structural modifications.

\* Seismic analysis for similar structures under similar loading conditions has been shown to produce significantly lower stress ratios than wind and ice. Therefore, seismic analysis has not been included in the current analysis.

### 2.2 FOUNDATION REACTIONS

The reactions listed below are for the design wind speed listed. Reactions are factored loads.

Reaction Type	Previous Analysis Reactions	Current Wind Reactions	Current Iced Reactions	Foundation Status
Moment (ft-kips)	455.0	360.2	113.3	
Shear (kips)	13.1	12.0	3.6	
Axial (kips)	28.4	8.8	25.9	Unknown*
Leg Compression (kips)	9.5	51.1	23.0	Unknown
Leg Uplift (kips)	9.5	45.2	6.7	
Leg Shear (kips)	7.6	6.9	2.0	

<sup>\*</sup> The frame is structurally adequate based on the current analysis moment and shear reactions being less than the previous analysis reactions. Full foundation and soil details should be provided so a rigorous analysis of the foundation system can be performed.

### 2.3 TOWER DEFLECTION

The tower deflections have been reviewed and are believed to be acceptable for the proposed equipment. The carrier(s) should review the deflections for the service wind condition included in Appendix A for compatibility with their equipment.

# 3 PROVIDED INFORMATION AND ASSUMPTIONS

The following information was directly used to generate this report, and can be found in Appendix B.

Document	Author	Date	Reference
Collocation Application Structural Analysis Report – Dish Wireless	Dish Wireless	10/04/2022	CT-1027
	Structural Components, LLC	07/26/2022	220480

The following assumptions were made in order to complete the analysis. These assumptions must be checked. If they do not accurately represent the existing or proposed tower, foundation, soil, and loading conditions, we must be notified so that we can make the appropriate changes to our analysis, conclusions, and recommendations.

- 1. The tower and foundation are in good condition with no corrosion, damage or fatiguing issues which could reduce the carrying capacity of the tower.
- 2. All welds and connections are assumed to develop at least the member capacity, unless determined otherwise and explicitly stated in this report.
- 3. All prior structural modifications, if any, are assumed to be as per date supplied/ available, to be properly installed and to be fully effective.
- 4. The following assumptions regarding member minimum material or type apply to this structure, unless otherwise noted in analysis:
  - o Pipe Legs: A572-52 o Angle Bracing: A36
  - Gusset Plates: A36
     Bolts: A325N
- 5. The feedline and appurtenance configuration is as stated in the report. All antennas, coax, cables and waveguide cables are assumed to be properly installed and supported as per manufacturer requirement.
- 6. The support mounts and/or platforms are not analyzed and are considered adequate to support the loading.
- 7. All mounting systems connect at tower bracing points. Local stresses are not considered unless noted otherwise in analysis.
- 8. Some assumptions are made regarding antenna and mount sizes and their projected areas based on a best interpretation of the data supplied and a best knowledge of antenna type and industry practice.
- 9. The soil parameters are as per data supplied, or as assumed, and stated in the calculations.

### 4 CONCLUSIONS

To the best of our knowledge and belief the tower satisfies the requirements of the applicable codes and standards having jurisdiction over the work for the loadings and conditions as outlined in this report. **Structural modifications are not required at this time.** 

### 5 RECOMMENDATIONS

Provided the assumptions outlined are accurate, we recommend the following modifications:

- 1) Provide full soils and foundation information so a rigorous analysis can be completed.
- 2) Complete TIA repair of base frame rust removal by removing all areas of corrosion and coat with (2) applications on cold galvanizing compound.
- 3) Install weep holes at base of tower on all legs.
- 4) Replace safety climb.
- 5) Install lightning rod to new tower extension.

Please note that these upgrade recommendations are for estimation purposes only.

Structural Components, LLC 1870 West 64th Lane, Unit A Denver, CO 80221

Voice: 866-386-7622

July 19, 2022

BST Management, LLC 352 Park Street Suite 106 North Reading, MA 01864

Re: Feasibility Structural Analysis Report

Structure: 44.7ft Rooftop Self-Supporting Tower Extending to 54.7ft

Site Address: 38 Elm Street, Meriden, Connecticut 06450 (New Haven County)

Latitude: 41.5342°N, Longitude: 72.7964°W

BST Management, LLC - 38 Elm St Site Name:

Dish Wireless – Meriden-38 Elm St

BST Management, LLC - CT-1027 Site Number:

Dish Wireless - BOHVN00187C

SC Number: 220480

**Structure Passes (88% Capacity)** Status:

**Foundation Unknown** 

Per your request, Structural Components, LLC has completed a structural analysis for the above referenced project to

verify the tower's compliance to the following design criteria:

or a compliance to the following design effects.				
	TIA-222-G			
Standard:	Structural Standard for Antenna Supporting Structures			
	and Antennas			
Building Code:	2015 International Building Code			
Building Code.	Connecticut State Building Code 2018			
Design Basic Wind Speed without Ice:	125 mph 3-second gust V∪LT			
Design Basic Wind Speed with Ice:	50 mph 3-second gust			
Ice Thickness:	3/4" radial			
Serviceability Basic Wind Speed:	60 mph 3-second gust			
Exposure Category:	С			
Topographic Category:	1			
Risk Category:	II			
Seismic Site Class:	D, S <sub>s</sub> =0.183, S <sub>1</sub> =0.063			
Seismic Design Category:	В			

Please refer to the following structural analysis report, which gives complete details of the tower loading, results, information provided, and necessary assumptions.

We trust you find this report satisfactory. Please do not hesitate to contact us if you should have any questions or concerns.

Best Regards, Structural Components LLC

Wesley Culver **Engineering Manager** 

/TR



Michael DeBoer, P.E. Connecticut P.E. # 18022

07/26/2022

phone: 866-386-7622

www.structuralcomponents.net

### 1 LOADING CONFIGURATION

The following antennas, mounts, transmission lines, and other appurtenances were considered for the structural analysis.

Elevat	ion (ft)	Equipment		Feedlines	Notes
Mount	Equip			reedimes	Notes
78.0	78.0	<ul> <li>(3) JMA MX08FR0665-21 Panels</li> <li>(3) Fujitsu TA08025-B604 RRUs</li> <li>(3) Fujitsu TA08025-B605 RRUs</li> <li>(1) Raycap RDIDC-9181-PF-48 SSD</li> <li>(3) Sector Frame Mounts</li> </ul>	(1)	1.411" OD Hybrid	Dish Wireless Proposed
67.0	67.0	(1) Raycap RHSDC-6627-PF-48 SSD	(1)	2" OD Hybrid	
	64.0 (3 63.5 (4 63.0 (3	(6) JMA MX06FR0660-03 Panels			
63.0		(3) Samsung MT6407-77A Panels (3) Samsung RFV01U-D1A RRUs <sup>(4)</sup> (3) Samsung RFV01U-D2A RRUs	(6)	(6) 1-1/4" TX	Verizon Existing
63.0		<ul><li>(4) Amphenol Antel LPA 80080/6CF E-DIN Panels</li><li>(2) Amphenol Antel LPA 80063/6CF E-DIN Panels</li></ul>	(9)	1-1/4" TX <sup>(3)</sup>	Exioting
		(3) 20' Sector Frame Mounts (6) Tiebacks			
39.0	39.0		(1)	1/2" TX <sup>(3)</sup>	Existing

- 1) Elevations reference centerline of panel, yagi, mounts, and dish antennas, and base of whip antennas, in relation to the base of the tower.
- 2) Refer to the feed line diagram and analysis output in Appendix A for the location and orientation of feedlines and equipment.
- 3) Equipment, mount, or feedline has been identified as not in use.
- 4) Secondary appurtenances such as TMAs, Diplexers, and RRUs are considered to be installed directly behind panel antennas for frontal area shielding. See analysis output for magnitude of individual shielding.

### 2 RESULTS

The analysis was performed using tnxTower v8.1.1.0, a structural analysis program developed by Tower Numerics, Inc. specifically for the communication tower industry.

### 2.1 TOWER MEMBER STRESS LEVELS

The tower has the following stress ratios in its structural members.

Elev. (ft)	Member	Stress Ratio After Modifications*
24.0 – 78.7	Legs	0.83
24.0 – 78.7	Bracing	0.82
24.0 – 78.7	Connections	0.88
0.0 - 24.0	Frame	0.24

Stress ratio (SR) criteria:

SR < 1.00 is completely within code limits.

SR < 1.05 is considered within acceptable tolerance of code limits.

SR > 1.05 is outside acceptable tolerance of code limits and requires structural modifications.

\* Seismic analysis for similar analysis scenario has been previously shown to produce significantly lower stress ratios than wind and ice. Therefore seismic analysis has not been included in the current analysis.

#### 2.2 **FOUNDATION REACTIONS**

The reactions listed below are for the design wind speed listed. Reactions are factored loads.

Reaction Type	Current Wind Reactions	Current Iced Reactions	Foundation Status
Moment (ft-kips)	455.0	141.0	
Shear (kips)	13.1	3.9	
Axial (kips)	9.5	28.4	Unknown*
Leg Compression (kips)	3.2	9.5	Unknown
Leg Uplift (kips)	-2.3	9.5	
Leg Shear (kips)	7.6	2.3	

<sup>\*</sup> Full foundation and soil details should be provided so a rigorous analysis of the foundation system can be performed.

#### **TOWER DEFLECTION** 2.3

The tower deflections have been reviewed and are believed to be acceptable for the proposed equipment. The carrier(s) should review the deflections for the service wind condition included in Appendix A for compatibility with their equipment.

### PROVIDED INFORMATION AND ASSUMPTIONS

The following information was directly used to generate this report, and can be found in Appendix B.

Document	Author	Date	Reference
Collocation Application	Dish Wireless	05/25/2022	CT-1027
Structural Analysis Report – Verizon	Paul J Ford & Company	03/25/2021	A42921-0003.001.8700
Roof Top Survey	Pro Terra	02/25/2019	CT-1027
Roof Top Audit	Pro Terra	02/20/2019	CT-1027
Self Support Tower Mapping Report	Structural Components, LLC	06/29/2022	220480
TIA Inspection + L&A Mapping Report	Structural Components, LLC	06/29/2022	220480

The following assumptions were made in order to complete the analysis. These assumptions must be checked. If they do not accurately represent the existing or proposed tower, foundation, soil, and loading conditions, we must be notified so that we can make the appropriate changes to our analysis, conclusions, and recommendations.

- 1. The tower and foundation are in good condition with no corrosion, damage or fatiguing issues which could reduce the carrying capacity of the tower.
- 2. All welds and connections are assumed to develop at least the member capacity, unless determined otherwise and explicitly stated in this report.
- All prior structural modifications, if any, are assumed to be as per date supplied/ available, to be properly installed and to be fully effective.
- The following assumptions regarding member minimum material or type apply to this structure, unless otherwise noted in analysis:
  - Pipe Legs: A572-52
- o Angle Bracing: A36
- o W Shapes: A36

- Gusset Plates: A36
- o HHS Frame: A36
- 5. The feedline and appurtenance configuration is as stated in the report. All antennas, coax, cables and

- o Bolts: A325N
- waveguide cables are assumed to be properly installed and supported as per manufacturer requirement.
- The support mounts and/or platforms are not analyzed and are considered adequate to support the loading.
- 7. All mounting systems connect at tower bracing points. Local stresses are not considered unless noted otherwise in analysis.
- Some assumptions are made regarding antenna and mount sizes and their projected areas based on a best interpretation of the data supplied and a best knowledge of antenna type and industry practice.
- The soil parameters are as per data supplied, or as assumed, and stated in the calculations.

phone: 866-386-7622

www.structuralcomponents.net

### 4 REQUIRED STRUCTURAL MODIFICATIONS

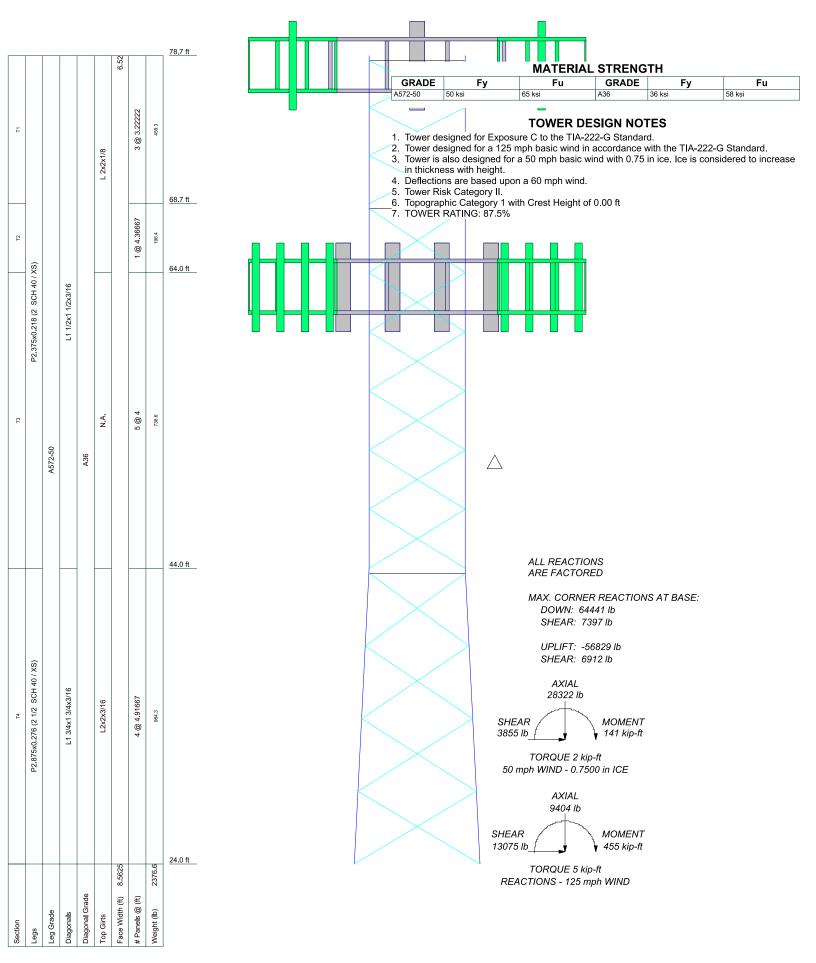
Provided the assumptions outlined are accurate, we recommend the following modifications:

- 1. Complete TIA repair of base frame rust removal by removing all areas of corrosion and coat with (2) applications on cold galvanizing compound.
- Install weep holes at base of tower on all legs.
- 3. Install new 10ft tower extension.
  - a. Legs: Pipe 2 XS, grade A572-50
  - b. Diagonals: L1-1/2" x 1-1/2" x 3/16", grade A36
  - c. Top Girt: L2" x 2" x 1/8" grade A36
  - d. Splice Bolts: (4) 5/8" A325 per leg
  - e. Bracing Bolts: (1) 1/2" A325 per connection
- 4. Replace safety climb.
- 5. Install lightning rod to new tower extension.

Once the above upgrades are completed, the tower will be in structural compliance with the proposed antenna installation.

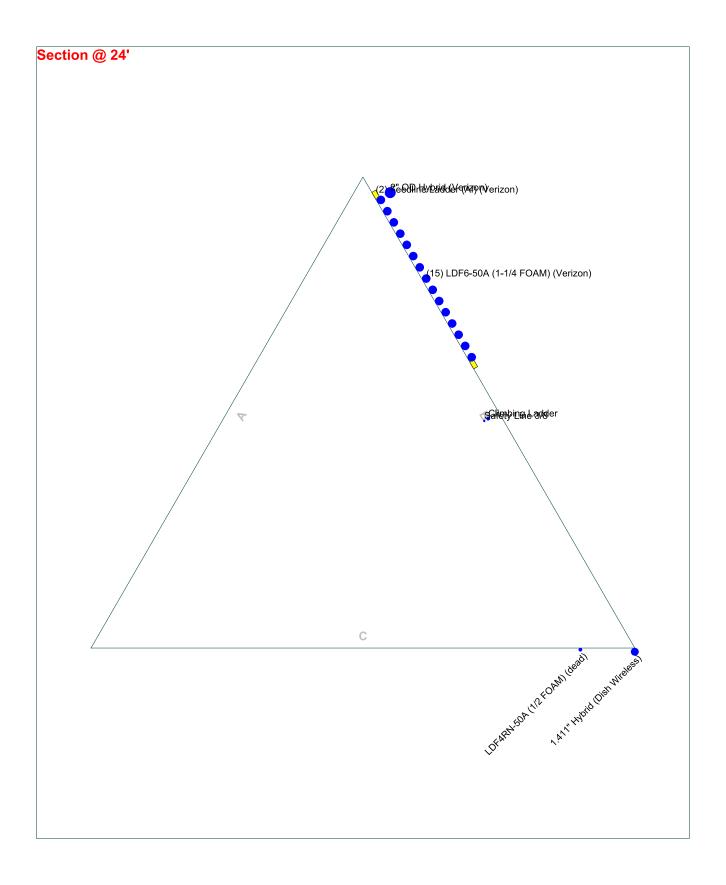
### 5 CONCLUSIONS

With the loadings listed and the installed structural modifications as outlined, the tower and foundations satisfy the structural strength requirements of the standards and codes listed.



Structural Components, LLC	<sup>Job:</sup> <b>220480</b>	
	Project: 38 Elm St (CT-1027)	
Denver, CO 80221	Client: BST Management, LLC Drawn by: treed	App'd:
	Code: TIA-222-G Date: 07/12/22	Scale: NTS
FAX:	Path: VII.1.1.109ActivishedBas Sev Towe  LLCOS Base -CT 00722946-859 QTE FO 598 54405 NoVembers Reinforcement 20460-318-65-CF-1072-2775 Novembers	Dwg No. E-

Round \_\_\_\_\_ Flat \_\_\_\_ App In Face \_\_\_\_ App Out Face



Structural Components, LLC	<sup>Job:</sup> <b>220480</b>		
1870 West 64th Lane, Unit A	Project: 38 Elm St (CT-1027)		
Denver, CO 80221	<sup>Client:</sup> BST Management, LLC	Drawn by: treed	App'd:
	<sup>Code:</sup> TIA-222-G	Date: 07/12/22	Scale: NTS
	Path:		Dwg No. F_7

VRG

VERTICAL RESOURCES GRP.

Vertical Resources Group, Inc.
23 MidState Dr., #210

Auburn, MA 01501



Brian Daugherty 520 South Main Street, Suite 2531 Akron, OH 44311 (216) 927-8687 bdaugherty@gpdgroup.com

**GPD# 2023701.15** November 18, 2022

### **MOUNT ANALYSIS REPORT**

SITE DESIGNATION: Site #: BOHVN00187C

Site Name: 38 Elm St

ANALYSIS CRITERIA: Codes: TIA-222-H & 2022 Connecticut State Building Code

119 mph (3-second gust) w/ 0" ice 50 mph (3-second gust) w/ 1" ice

SITE DATA: 38 Elm St, Meriden, CT 06450, New Haven County

Latitude 41° 32' 02.67" N, Longitude 72° 47' 46.52" W

(3) Commscope MTC3975083 Sector Mounts

To whom it may concern,

GPD is pleased to submit this Mount Analysis Report to determine the structural integrity of the aforementioned mount. The purpose of the analysis is to determine the suitability of the mount with the proposed loading configuration detailed in the analysis report.

### **Analysis Results**

Mount Stress Level with Proposed Equipment: 53.7% Pass

We at GPD appreciate the opportunity of providing our continuing professional services to you and Vertical Resources Group, Inc. If you have any questions or need further assistance on this or any other projects please do not hesitate to call.

Respectfully submitted,

Christopher J. Scheks, P.E. Connecticut #: 0030026

11/18/2022

### **SUMMARY & RESULTS**

The purpose of this analysis was to verify whether the proposed mounts are capable of carrying the proposed loading configuration as specified by Dish Wireless and commissioned by Vertical Resources Group, Inc.

This analysis has been performed in accordance with the 2022 Connecticut State Building Code based upon a 3-second gust wind speed of 119 mph. Applicable Standard references and design criteria are listed in Appendices A & B.

This analysis considers maintenance loads of 500 lbs concurrent with 30-mph wind speeds at mounting pipe locations ( $L_m$ ) and 250 lbs at horizontal members ( $L_v$ ).

### MOUNT SUMMARY AND RESULTS

Member	Capacity	Results
Mount	53.7%	Pass
Mount to Tower Connection	9.3%	Pass

### **RECOMMENDATIONS**

The mount has sufficient capacity to carry the proposed loading configuration. No modifications are required at this time.

### **ANALYSIS METHOD**

RISA-3D (Version 17.0.4), a commercially available analysis software package, and hand calculations were used to create a three-dimensional model of the mount and calculate member stresses for the proposed loading configuration. Selected calculations from this analysis are included in Appendices B & C. The following table details the information provided to complete this structural analysis. This analysis is based solely on this information.

### **DOCUMENTS PROVIDED**

Document	Remarks	Source
RF Data Sheet	Dish Wireless #: BOHVN00187C, dated 10/11/2022	VRG
Mount Design	Commscope #: MTC3975083, dated 9/23/2022	Commscope
Mount Mapping	Not Provided	N/A
Previous Mount Analysis	Not Provided	N/A
Mount Modification Drawings	Not Provided	N/A
Tower Design	Not Provided	N/A
Previous Tower Analysis	Not Provided	N/A

11/18/2022 Page 2 of 4

### **ASSUMPTIONS**

This mount structural analysis is based on the theoretical capacity of the members and is not a condition assessment of the mount. This analysis is from information supplied, and therefore, its results are based on and are as accurate as that supplied data. GPD has made no independent determination, nor is it required to, of its accuracy. The following assumptions were made for this structural analysis.

- 1. The mount member sizes and shapes are considered accurate as supplied. The material grade is as per data supplied and/or as assumed based on experience with similar mounts.
- 2. The antenna configuration is as supplied and/or as modeled in the analysis. When information was not provided, the configuration was modeled based upon past experience with similar loading.
- 3. Some assumptions are made regarding antennas and mount sizes and their projected areas based on best interpretation of data supplied and of best knowledge of antenna type and industry practice.
- 4. The mount has been properly maintained in accordance with TIA Standards and/or with manufacturer's specifications.
- 5. All welds and connections are assumed to develop at least the member capacity unless determined otherwise and explicitly stated in this report.
- 6. This report analyzes a proposed mount; therefore, the following assumptions concerning the mount must be correct in order for the results to be valid.
  - A. The tiebacks were modeled based on the referenced mount design. See the RISA diagrams in Appendix B for clarification on tieback location.

If any of these assumptions are not valid or have been made in error, this analysis may be affected, and GPD should be allowed to review any new information to determine its effect on the structural integrity of the mount.

11/18/2022 Page 3 of 4

### **DISCLAIMER OF WARRANTIES**

GPD has not performed a site visit to the mount to verify the member sizes and antenna/coax loading. If the existing conditions are not as represented on the mount elevation contained in this report, we should be contacted immediately to evaluate the significance of the discrepancy. This is not a condition assessment of the mount. This report does not replace a full mount inspection. The mount is assumed to have been properly fabricated, maintained, in good condition, twist free, and plumb.

The engineering services rendered by GPD in connection with this Mount Analysis are limited to a computer analysis of the mount structure and theoretical capacity of its main structural members. All mount components have been assumed to only resist dead loads when no other loads are applied. No allowance was made for any damaged, bent, missing, loose, or rusted members (above and below ground). No allowance was made for loose bolts or cracked welds.

This analysis is limited to the designated maximum wind and seismic conditions per the governing mount standards and code. Wind forces resulting in tower vibrations near the structure's resonant frequencies were not considered in this analysis and are outside the scope of this analysis. Lateral loading from any dynamic response was not evaluated under a time-domain based fatigue analysis.

GPD does not analyze the fabrication of the structure (including welding). It is not possible to have all the very detailed information needed to perform a thorough analysis of every structural sub-component and connection of an existing mount. GPD provides a limited scope of service in that we cannot verify the adequacy of every weld, plate connection detail, etc. The purpose of this report is to assess the feasibility of adding appurtenances usually accompanied by transmission lines to the structure.

It is the owner's responsibility to determine the amount of ice accumulation in excess of the specified code recommended amount, if any, that should be considered in the structural analysis.

The attached sketches are a schematic representation of the analyzed mount. If any material is fabricated from these sketches, the contractor shall be responsible for field verifying the existing conditions, proper fit, and clearance in the field. Any mentions of structural modifications are reasonable estimates and should not be used as a precise construction document. Precise modification drawings are obtainable from GPD, but are beyond the scope of this report.

Towers are designed to carry gravity, wind, and ice loads. All members, legs, diagonals, struts, and redundant members provide structural stability to the tower with little redundancy. Absence or removal of a member can trigger catastrophic failure unless a substitute is provided before any removal. Legs carry axial loads and derive their strength from shorter unbraced lengths by the presence of redundant members and their connection to the diagonals with bolts or welds. If the bolts or welds are removed without providing any substitute to the frame, the leg is subjected to a higher unbraced length that immediately reduces its load carrying capacity. If a diagonal is also removed in addition to the connection, the unbraced length of the leg is greatly increased, jeopardizing its load carrying capacity. Failure of one leg can result in a tower collapse because there is no redundancy. Redundant members and diagonals are critical to the stability of the tower.

GPD makes no warranties, expressed and/or implied, in connection with this report and disclaims any liability arising from material, fabrication, and erection of this mount. GPD will not be responsible whatsoever for, or on account of, consequential or incidental damages sustained by any person, firm, or organization as a result of any data or conclusions contained in this report. The maximum liability of GPD pursuant to this report will be limited to the total fee received for preparation of this report.

11/18/2022 Page 4 of 4



# RADIO FREQUENCY EMISSIONS ANALYSIS REPORT EVALUATION OF HUMAN EXPOSURE POTENTIAL TO NON-IONIZING EMISSIONS

Dish Existing Facility

Site ID: BOHVN00187C

38 Elm St 38 Elm Street Meriden, Connecticut 06450

**November 14, 2022** 

EBI Project Number: 6222006715

Site Compliance Summary			
Compliance Status:	COMPLIANT		
Site total MPE% of FCC general population allowable limit:	40.46%		

November 14, 2022

Dish Attn: Dish Boston, Massachusetts

Emissions Analysis for Site: BOHVN00187C - 38 Elm St

EBI Consulting was directed to analyze the proposed Dish facility located at **38 Elm Street** in **Meriden, Connecticut** for the purpose of determining whether the emissions from the Proposed Dish Antenna Installation located on this property are within specified federal limits.

All information used in this report was analyzed as a percentage of current Maximum Permissible Exposure (% MPE) as listed in the FCC OET Bulletin 65 Edition 97-01 and ANSI/IEEE Std C95.1. The FCC regulates Maximum Permissible Exposure in units of microwatts per square centimeter ( $\mu$ W/cm²). The number of  $\mu$ W/cm² calculated at each sample point is called the power density. The exposure limit for power density varies depending upon the frequencies being utilized. Wireless Carriers and Paging Services use different frequency bands each with different exposure limits; therefore, it is necessary to report results and limits in terms of percent MPE rather than power density.

All results were compared to the FCC (Federal Communications Commission) radio frequency exposure rules, 47 CFR 1.1307(b)(1) - (b)(3), to determine compliance with the Maximum Permissible Exposure (MPE) limits for General Population/Uncontrolled environments as defined below.

General population/uncontrolled exposure limits apply to situations in which the general population may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general population would always be considered under this category when exposure is not employment related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Public exposure to radio frequencies is regulated and enforced in units of microwatts per square centimeter ( $\mu$ W/cm²). The general population exposure limits for the 600 MHz and 700 MHz frequency bands are approximately 400  $\mu$ W/cm² and 467  $\mu$ W/cm², respectively. The general population exposure limit for the 1900 MHz (PCS), 2100 MHz (AWS) and 11 GHz frequency bands is 1000  $\mu$ W/cm². Because each carrier will be using different frequency bands, and each frequency band has different exposure limits, it is necessary to report percent of MPE rather than power density.



Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Additional details can be found in FCC OET 65.

# **CALCULATIONS**

Calculations were done for the proposed Dish Wireless antenna facility located at 38 Elm Street in Meriden, Connecticut using the equipment information listed below. Modeling of the antennas and associated equipment was completed using RoofMaster™ software, which is a widely-used predictive modeling program that has been developed to predict RF power density values for rooftop and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging, and other communications services. Using the computational methods set forth in Federal Communications (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

Since Dish is proposing highly focused directional panel antennas, which project most of the emitted energy out toward the horizon, all calculations were performed assuming a lobe representing the maximum gain of the antenna per the antenna manufacturer's supplied specifications, minus 10 dB for directional panel antennas and 20 dB for highly focused parabolic microwave dishes, was focused at the base of the tower. For this report, the sample point is the top of a 6-foot person standing at the base of the tower.

For all calculations, telecommunications equipment was modeled using the following assumptions:

- 1) 4 n71 channels (600 MHz Band) were considered for each sector of the proposed installation. These Channels have a transmit power of 30 Watts per Channel.
- 2) 4 n70 channels (PCS Band 1900 MHz) were considered for each sector of the proposed installation. These Channels have a transmit power of 40 Watts per Channel.
- 3) 4 n66 channels (AWS Band 2190 MHz) were considered for each sector of the proposed installation. These Channels have a transmit power of 40 Watts per Channel.
- 4) All radios at the proposed installation were considered to be running at full power and were uncombined in their RF transmissions paths per carrier prescribed configuration. Per FCC OET Bulletin No. 65 Edition 97-01 recommendations to achieve the maximum anticipated value at each sample point, all power levels emitting from the proposed antenna installation are increased by a factor of 2.56 to account for possible in-phase reflections from the surrounding environment. This is rarely the case, and if so, is never continuous.
- 5) For the following calculations, the sample point was the top of a 6-foot person standing at the base of the tower. The maximum gain of the antenna per the antenna manufacturer's supplied specifications, minus 10 dB for directional panel antennas and 20 dB for highly focused parabolic microwave dishes, was used in this direction. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.
- 6) A conservative roof attenuation factor of 10 dB, in which a radiofrequency signal is reduced by a factor of 10 due to intervening roof building materials, was also included. For purposes of this analysis, it is assumed that the roof building material is comprised of a poured concrete and steel underlayment with a rubber fabric roof membrane.
- 7) The antennas used in this modeling are the JMA MX08FRO665-21 02DT 600 for the 600 MHz / 600 MHz / 1900 MHz channel(s) in Sector A, the JMA MX08FRO665-21 02DT 600 for the 600 MHz / 1900 MHz / 2100 MHz channel(s) in Sector B, the JMA MX08FRO665-21 02DT 600 for the 600 MHz / 1900 MHz / 2100 MHz channel(s) in Sector C.
- 8) The antenna mounting height centerline of the proposed antennas is 56 feet above ground level (AGL).



- 9) Emissions values for additional carriers were taken from the Connecticut Siting Council active database or documents available on the Connecticut Siting Council website (https://portal.ct.gov/CSC). Values in the database are provided by the individual carriers themselves.
- 10) All calculations were done with respect to uncontrolled / general population threshold limits.



# **Dish Site Inventory and Power Data**

Sector:	Α	Sector:	В	Sector:	С
Antenna #:	I	Antenna #:	I	Antenna #:	I
Make / Model:	JMA MX08FRO665- 21 02DT 600	Make / Model:	JMA MX08FRO665- 21 02DT 600	Make / Model:	JMA MX08FRO665- 21 02DT 600
Frequency Bands:	600 MHz / 600 MHz / 1900 MHz	Frequency Bands:	600 MHz / 1900 MHz / 2100 MHz	Frequency Bands:	600 MHz / 1900 MHz / 2100 MHz
Gain:	11.35 dBd / 15.85 dBd / 16.75 dBd	Gain:	11.35 dBd / 15.85 dBd / 16.75 dBd	Gain:	11.35 dBd / 15.85 dBd / 16.75 dBd
Height (AGL):	56 feet	Height (AGL):	56 feet	Height (AGL):	56 feet
Channel Count:	12	Channel Count:	12	Channel Count:	12
Total TX Power (W):	440.00 Watts	Total TX Power (W):	440.00 Watts	Total TX Power (W):	440.00 Watts
ERP (W):	2,260.31	ERP (W):	2,260.31	ERP (W):	2,260.31
Antenna A1 MPE %:	4.10%	Antenna B1 MPE %:	4.10%	Antenna CI MPE %:	4.10%

Site Composite MPE %			
Carrier	MPE %		
Dish (Combined Sectors):	0.05%		
Verizon	40.41%		
Site Total MPE %:	40.46%		

Dish MPE % Per Sector					
Dish Sector A Total:	0.05%				
Dish Sector B Total:	0.05%				
Dish Sector C Total:	0.05%				
Dish Total MPE % :	0.05%				

Dish Maximum MPE Power Values (Sector A)							
Dish Frequency Band / Technology (Sector A)	# Channels	Watts ERP (Per Channel)	Height (feet)	Total Power Density (µW/cm²)	Frequency (MHz)	Allowable MPE (μW/cm²)	Calculated % MPE
Dish 600 MHz LTE	4	98.769136	56	5.681431553	600 MHz LTE	400.0	1.42%
Dish 1900 MHz LTE	4	221.0853632	56	12.71734683	1900 MHz LTE	1000.0	1.27%
Dish 2100 MHz LTE	4	245.2223169	56	14.10576082	2100 MHz LTE	1000.0	1.41%
						Dish Total:	0.05%

<sup>•</sup> NOTE: Total Dish MPE values reflect all Dish antennas as reported by RoofMaster™ combined modeling.

<sup>•</sup> NOTE: Totals may vary by approximately 0.01% due to summation of remainders in calculations.



# **Summary**

All calculations performed for this analysis yielded results that were **within** the allowable limits for general population exposure to RF Emissions.

The anticipated maximum composite contributions from the Dish facility as well as the site composite emissions value with regards to compliance with FCC's allowable limits for general population exposure to RF Emissions are shown here:

Dish Sector	Power Density Value (%)
Sector A:	0.05%
Sector B:	0.05%
Sector C:	0.05%
Dish Maximum MPE % (Sector A):	0.05%
Dish Combined Sectors MPE %:	0.05%
Site Total:	40.46%
Site Compliance Status:	COMPLIANT

The anticipated composite MPE value for this site assuming all carriers present is **40.46**% of the allowable FCC established general population limit sampled at the ground level. This is based upon values listed in the Connecticut Siting Council database for existing carrier emissions or documents available on the Connecticut Siting Council website. The estimated Dish MPE value for this site is 0.14% of the allowable FCC established general population limit modeled at the nearest walking surface level.

FCC guidelines state that if a site is found to be out of compliance (over allowable thresholds), that carriers over a 5% contribution to the composite value will require measures to bring the site into compliance. For this facility, the composite values calculated were well within the allowable 100% threshold standard per the federal government.

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# **Federal Communications Commission**

# **Wireless Telecommunications Bureau**

### RADIO STATION AUTHORIZATION

LICENSEE: PARKERB.COM WIRELESS L.L.C.

ATTN: JEFFREY BLUM PARKERB.COM WIRELESS L.L.C. PO BOX 6663 ENGELWOOD, CO 80155

<b>Call Sign</b> WQZM632	File Number		
Radio Service WT - 600 MHz Band			
W1 0001	VIIIZ Build		

FCC Registration Number (FRN): 0025268459

<b>Grant Date</b> 06-14-2017	Effective Date	Expiration Date	Print Date
00-14-2017	09-11-2020	06-14-2029	
<b>Market Number</b> PEA007		nel Block G	Sub-Market Designator
	<b>Marke</b> Boston		
1st Build-out Date	<b>2nd Build-out Date</b> 06-14-2025	3rd Build-out Date	4th Build-out Date

### Waivers/Conditions:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

# **Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM632 File Number: Print Date:

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at https://www.3gpp.org/release-15, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

Special Condition 1c (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Special Condition 1d (9/11/2020): Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of thislicense more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM632 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

#### REFERENCE COPY

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# **Federal Communications Commission**

# **Wireless Telecommunications Bureau**

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ATTN: JEFFREY BLUM PARKERB.COM WIRELESS L.L.C. PO BOX 6663 ENGELWOOD, CO 80155

<b>Call Sign</b> WQZM631	File Number
Radio S	Service
WT - 600 N	MHz Band

FCC Registration Number (FRN): 0025268459

<b>Grant Date</b>	Effective Date	<b>Expiration Date</b>	Print Date
06-14-2017	09-11-2020	06-14-2029	
Market Number PEA007		nel Block F	Sub-Market Designator
	Market Boston		
1st Build-out Date	<b>2nd Build-out Date</b> 06-14-2025	3rd Build-out Date	4th Build-out Date

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Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM631 File Number: Print Date:

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Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

Special Condition 1c (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Special Condition 1d (9/11/2020): Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of thislicense more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

Licensee Name: PARKERB.COM WIRELESS L.L.C.

Call Sign: WQZM631 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

#### REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



# **Federal Communications Commission**

# **Wireless Telecommunications Bureau**

### RADIO STATION AUTHORIZATION

LICENSEE: AMERICAN H BLOCK WIRELESS L.L.C.

ATTN: OFFICE GEN. COUNSEL, LEGAL DEPT. AMERICAN H BLOCK WIRELESS L.L.C. PO BOX 6663 ENGLEWOOD, CO 80155-6663

<b>Call Sign</b> WQTX202	File Number				
Radio Service					
AH - AWS-H Block (at 1915-1920 MHz					
and 1995-2000 MHz)					

FCC Registration Number (FRN): 0023125057

ν .						
<b>Grant Date</b> 04-29-2014	Effective Date 09-11-2020	Expiration Date 06-14-2023	Print Date			
Market Number BEA003		nel Block H	Sub-Market Designator			
Market Name Boston-Worcester-Lawrence-Lowe						
<b>1st Build-out Date</b> 04-29-2018	<b>2nd Build-out Date</b> 06-14-2023	3rd Build-out Date	4th Build-out Date			

### Waivers/Conditions:

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

# **Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AMERICAN H BLOCK WIRELESS L.L.C.

Call Sign: WQTX202 File Number: Print Date:

Special Condition 1a (9/11/2020): DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at https://www.3gpp.org/release-15, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

Special Condition 1b (9/11/2020): Final Buildout Requirement. With respect to this H Block license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2023 to at least seventy (75) percent of the population in thelicense area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this H Block license, this authorization shall terminate automatically without Commission action. See § 27.14(r)(3).

Special Condition 1c (9/11/2020): Contingent extension: The Final Buildout Requirement in special condition 1b shall be extended to 6/14/2025 if licensee establishes that it is offering 5G Broadband Service with respect to its AWS H Block licenses to 50%or more of the U.S. population by 6/14/2023.

Special Condition 1d (9/11/2020): DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

Licensee Name: AMERICAN H BLOCK WIRELESS L.L.C.

Call Sign: WQTX202 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status