

SITE NAME Broadbrook CT  
LOCATION CODE 467632

(REDACTED)  
**LAND LEASE AGREEMENT**

This Land Lease Agreement (the "Agreement") made as of the Effective Date as defined below, between **Nutrien Ag Solutions, Inc. f/k/a Crop Production Services, Inc.**, with an address of 3005 Rocky Mountain Avenue, Loveland, CO 80538, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, LESSOR and LESSEE previously entered into a certain Water Tower Lease Agreement dated May 5, 1995, as amended by the First Amendment dated June 22, 2015 (the "Original Lease"); and

**WHEREAS**, the Parties intend for this Agreement to supersede and replace the Original Lease such that the Original Lease is of no further force or effect as provided herein.

**WITNESSETH**

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

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned by LESSOR at property located at 11 and 15 Chamberlain Road, in the village of Broad Brook, Town of East Windsor, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property as shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.
2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month during which the LESSEE's communications equipment on the Premises is "on-air" such that LESSEE may begin providing wireless communications services to customers.
3. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. **RENTAL.**
  - (a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \_\_\_\_\_ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address first written above or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. Annual Rent will increase by twelve and one-half percent \_\_\_\_\_ at the beginning of

each renewal term, effective on the first day of each renewal term. LESSOR and LESSEE acknowledge and agree that rent shall accrue effective as of the Commencement Date, and all subsequent payments of rent must be paid in advance on the first day of each month as provided above. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) In addition to the rent payments contemplated by Section 4(a), in the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: fifteen percent to LESSOR and eighty five percent to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by Sublessee to LESSOR, and LESSEE shall have no liability to LESSOR in the event of failure of payment by Sublessee. In this event: (i) LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee(s); and (ii) at LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, it's Sublessee, and LESSOR to confirm direct payment obligation from Sublessee to LESSOR and to indicate LESSOR has been notified of the sublease.

5. ACCESS. During the Term, LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services for LESSEE's improvements installed on the Premises. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSEE has had the opportunity to examine the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition or repair thereof have been made by LESSOR or its agents or employees prior to or at the execution of this Agreement that are not expressly stated herein. LESSEE accepts the Premises in an "AS IS, WHERE IS" condition.

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required

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by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, or any other reasonable due diligence LESSEE chooses that will permit LESSEE's Use. LESSEE shall be permitted to conduct a Phase I environmental investigation consisting of visual site inspection and records review, but shall not be permitted to conduct any environmental sampling or testing of the Property or Premises without the prior written consent of LESSOR which may be withheld or conditioned in LESSOR's reasonable discretion. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall not take unreasonable action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. **INDEMNIFICATION.** LESSEE shall indemnify, defend and hold LESSOR, its agents, employees, and affiliates harmless from and against any and all claims, suits, liabilities, losses, and expenses (including reasonable attorneys' fees and other costs of litigation) that LESSOR, its agents, employees and affiliates incur: (i) as a result of LESSEE's breach of any of its obligations under this Lease; or (ii) as a result of any acts or omissions of LESSEE, its agents, employees and contractors.

LESSOR shall indemnify, defend and hold LESSEE, its agents, employees, and affiliates harmless from and against any and all claims, suits, liabilities, losses, and expenses (including reasonable attorneys' fees and other costs of litigation) that LESSEE, its agents, employees and affiliates incur: (i) as a result of LESSOR's breach of any of its obligations under this Lease; or (ii) as a result of any acts or omissions of LESSOR, its agents, employees and contractors.

Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. **INSURANCE.** For the purposes of the indemnities contained herein, the Parties each agree during the Term to maintain at their respective expense, adequate public liability and other insurance with financially sound insurance companies duly authorized to conduct business in the state where the Premises is located, and, upon request, to furnish each other with certificates of insurance properly executed by their respective insurance companies evidencing such fact, giving written notice to the other

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in the event of cancellation or material alteration of such coverage in accordance with the policy provisions. All insurance coverage maintained by both Parties shall include the other as an additional insured as their interest may appear continuously throughout the Term and shall waive the insurer's right of subrogation against the other Party. The insurance coverage to be maintained by both Parties shall be as follows:

(i) Commercial general liability insurance written on an occurrence form, including blanket contractual liability coverage against claims for bodily injury, death and property damage occurring in or about the Premises, affording minimum single limit protection of Two Million Dollars (\$2,000,000.00) per occurrence;

(ii) If the insuring Party owns, leases or otherwise uses automobiles in the performance of its obligations hereunder or contracted activities, automobile liability insurance against claims for bodily injury, death and property damage, affording minimum single limit protection of One Million Dollars (\$1,000,000.00) each accident; and

(iii) If the insuring Party employs any individuals, including self, in the performance of its obligations hereunder or contracted activities, workers' compensation insurance in accordance with the statutory requirements of the state where the Premises are located and employer's liability insurance against claims for bodily injury and death occurring in or about the Premises, affording minimum single limit protection of One Million Dollars (\$1,000,000.00) per occurrence, each Party providing coverage for its own employees.

LESSOR and LESSEE shall have the right to deny access to the Property to any contractor or agent hired to perform work at or deliver goods or materials to the Property unless such contractor or agent provides such Party with a current certificate of insurance evidencing coverage that conforms to the requirements above. All insurance coverage maintained by such contractors and agents shall name Landlord and Tenant as additional insureds.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

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

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (860) 623-2694, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days after receipt of LESSOR's Notice, LESSEE will be granted a reasonable period of time (not to exceed 90 days) to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property to an affiliate or subsidiary of LESSOR shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby

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the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of either Party or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

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

LESSOR: Nutrien Ag Solutions, Inc.  
Attention: Division Manager  
15 Chamberlain Road  
Broad Brook, CT 06016

With a copy to:

Nutrien Ag Solutions, Inc.  
Attention: Legal Department  
3005 Rocky Mountain Ave.  
Loveland, Colorado 80538  
Email: [contracts@nutrien.com](mailto:contracts@nutrien.com)

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

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

21. **SUBORDINATION AND NON-DISTURBANCE.** Within a reasonable period of time following the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If either Party undertakes any such performance on the other Party's behalf and the other Party does not pay the non-defaulting Party the full amount within 30 days of its receipt of an invoice setting forth the

amount due, the non-defaulting Party may offset the full amount due against all fees due and owing to the other Party under this Agreement until the full amount is fully reimbursed to the non-defaulting Party.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location. Under no circumstances shall LESSEE sign any waste manifest associated with the removal, transportation and/or disposal of such substances or materials (such as soil) containing those hazardous substances, except to the extent the presence of such materials results from LESSEE's activities.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use cannot be restored within 45 days, LESSEE or LESSOR may terminate this Agreement.

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

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

28. **TAXES.**

(a). LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation



of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

29. [INTENTIONALLY OMITTED]

30. [INTENTIONALLY OMITTED]

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

PRIOR LEASE AGREEMENT. As of the Effective Date, LESSOR and LESSEE agree that this Agreement replaces the Original Lease between LESSOR and LESSEE dated May 5, 1995, as amended, referenced by LESSEE as Contract #HRT 2077. LESSOR and LESSEE acknowledge that notwithstanding the termination of the Original Lease and the commencement of this Agreement, the Parties will continue to perform all obligations owed under the Original Lease through the Effective Date of this Agreement, including making rental and other payments pursuant to the Original Agreement. In such event, any rental or other payments are made pursuant to the Original Lease for a period after the Effective Date of this Agreement, such payments shall be applied and credited against any rentals or other payments due under this Agreement.

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IN WITNESS WHEREOF, the Parties to this Land Lease Agreement have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**Nutrien Ag Solutions, Inc.**

By: [Signature]

Title: General Manager

Date: 1/27/23

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: [Signature]

David Scott Wyatt  
Executive Director - Network

Date: AUGUST 1ST, 2023

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**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**That certain parcel or tract of land with the street address of 11 and 15 Chamberlain Road, in the village of Broad Brook, Town of East Windsor, Connecticut, more particularly described as MBLU No. 057 58 012 in the Town of East Windsor property assessor's records, and by deed recorded in the Town of East Windsor Land Records at Volume 121, page 476.**

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**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**

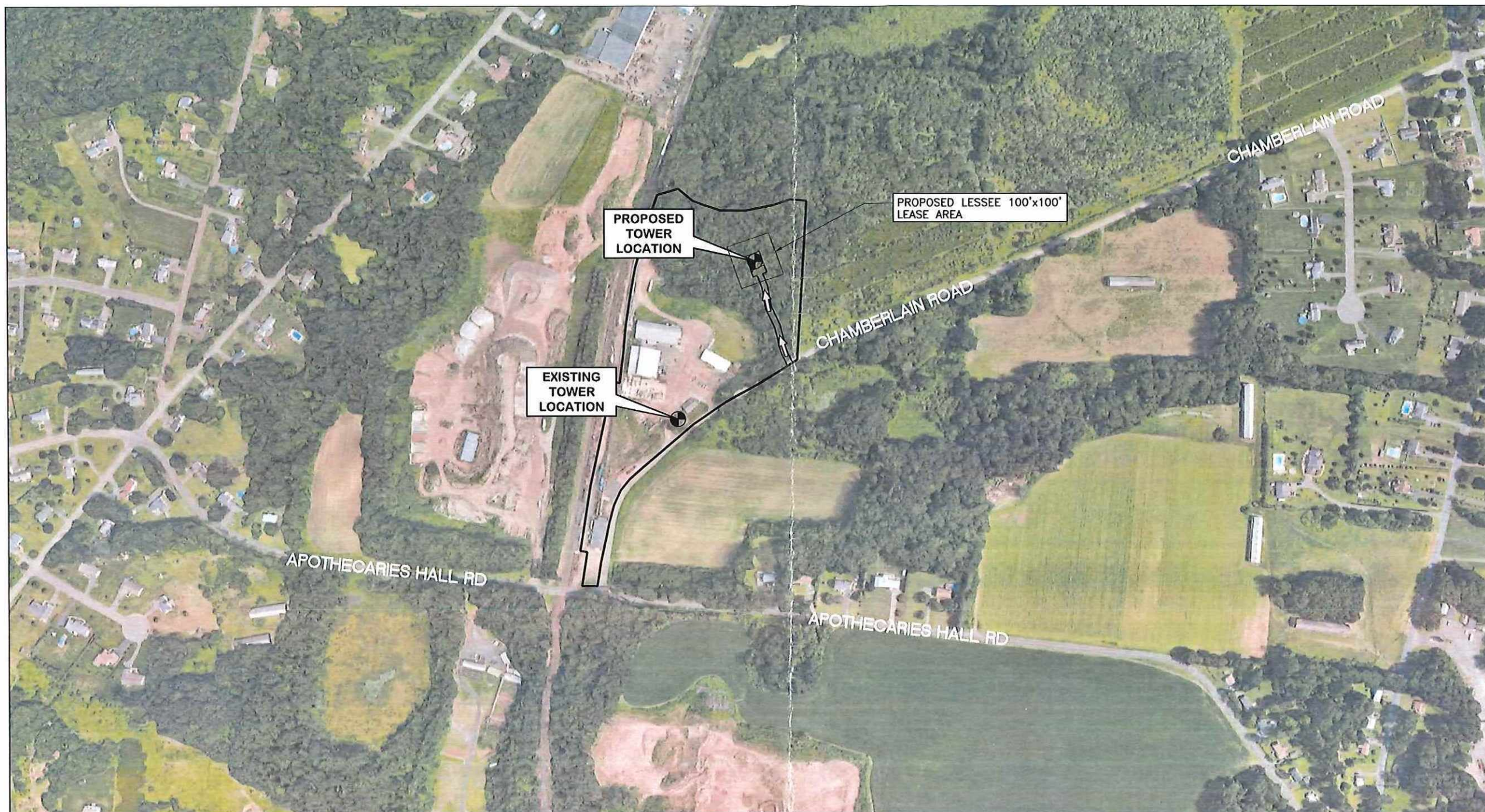
PRELIM. SITE COORDINATES: 41°53'58"N  
72°33'04"W

GROUND ELEVATION: 170'± A.M.S.L.

COORDINATES AND GROUND ELEVATION REFERENCED FROM GOOGLE EARTH PRO ON-LINE SOFTWARE.

SYMBOL LEGEND

← ROUTE OF LESSEE SITE ACCESS



1 SITE LOCATION MAP  
L-1 SCALE: 1" = 500'

REV.	DATE	DRAWN BY	CHECK'D BY	TJR	LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW
A	12/21/22				

PROFESSIONAL ENGINEER SEAL

**CEN**TEK engineering  
Centered on Solutions  
www.CentekEng.com  
(203) 488-0580  
(203) 488-8587 Fax  
63-2 North Branford Road, Branford, CT 06405

Cellco Partnership d/b/a Verizon Wireless  
**BROADBROOK RELO CT**  
19 CHAMBERLAIN RD  
EAST WINDSOR, CT 06016

DATE: 12/21/2022  
SCALE: AS SHOWN  
JOB NO. 22017.11

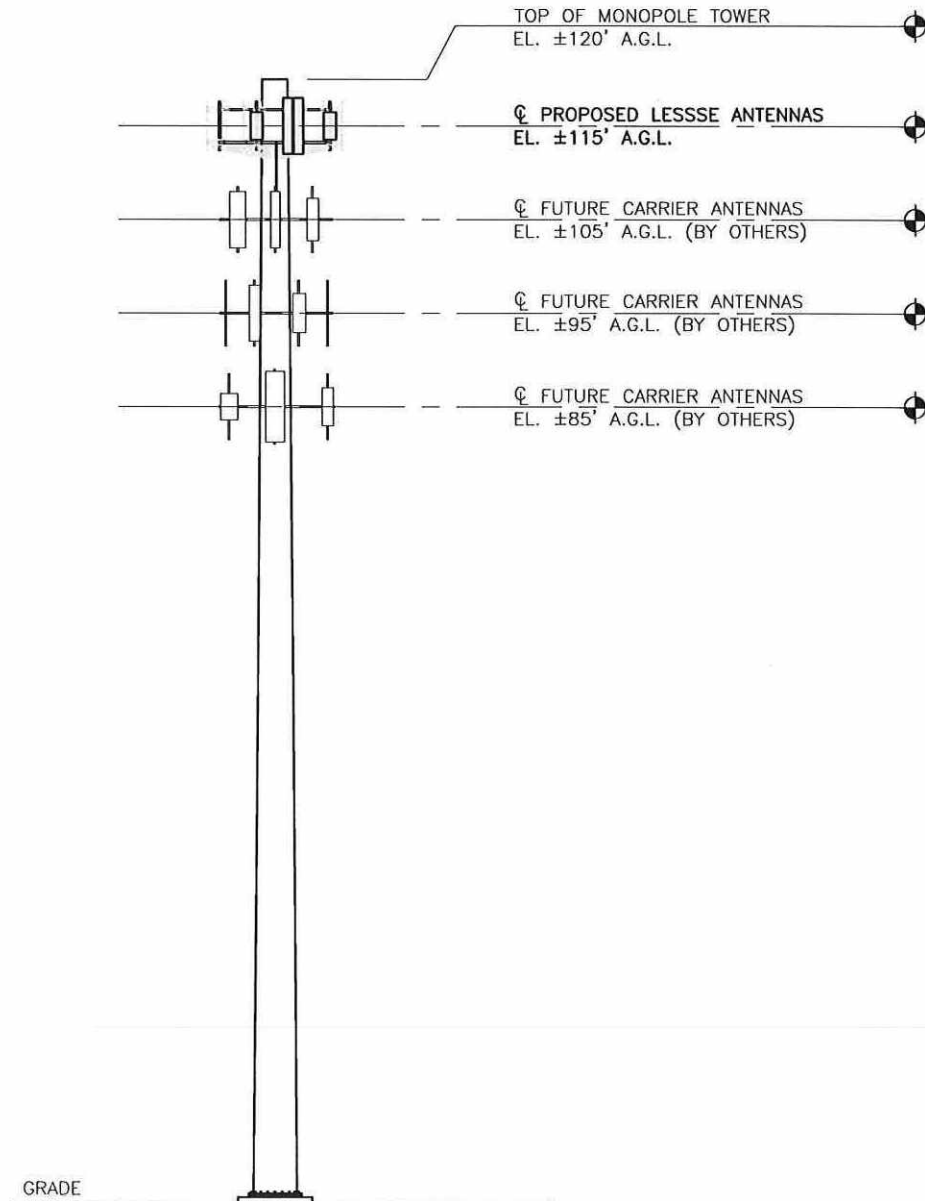
SHEET NO.  
**L-1**

**NOTES:**

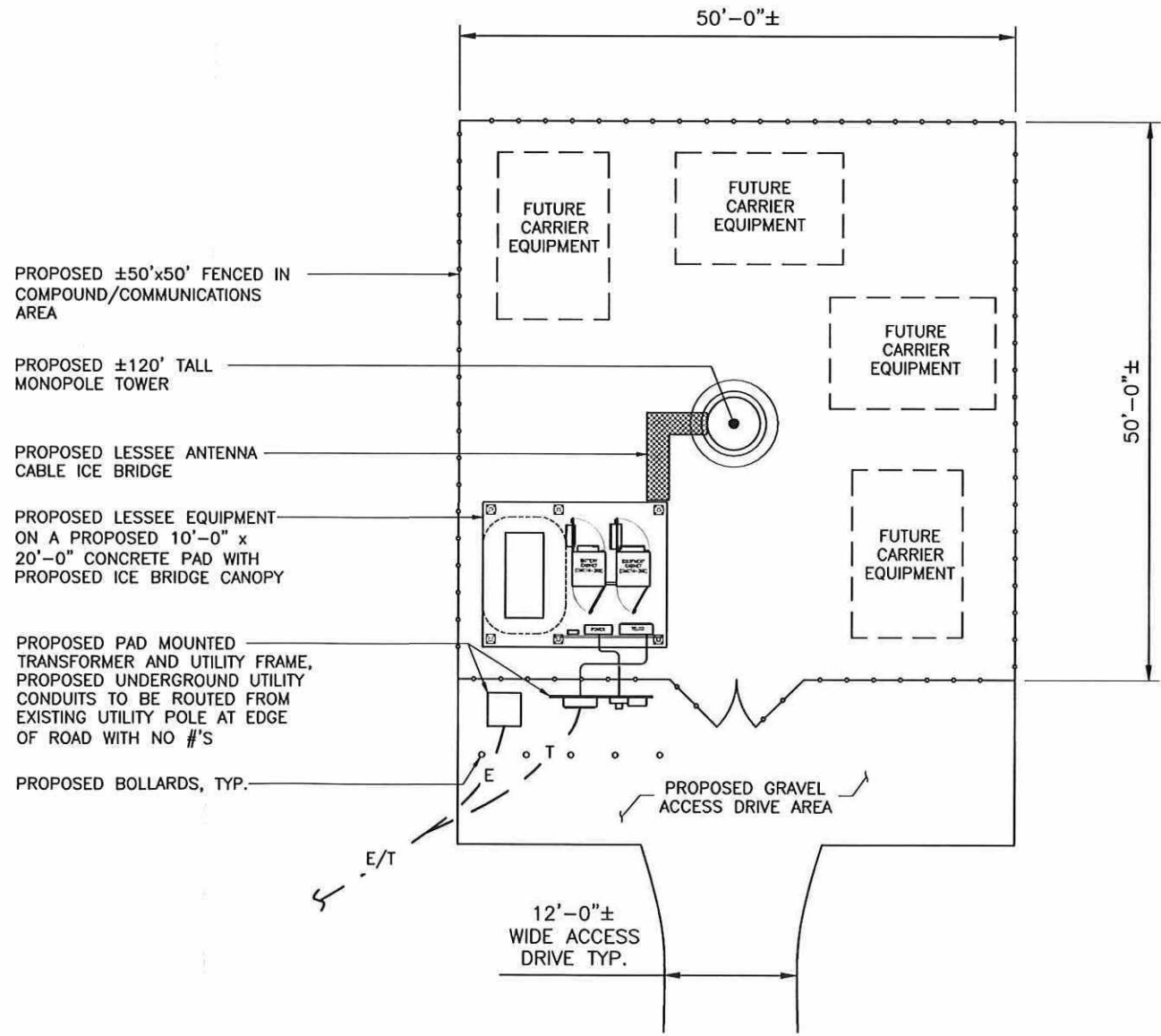
1. THE PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF A TOTAL OF (12) PANEL ANTENNAS, ASSOCIATED RRH APPURTENANCES & CABLING.
2. LESSEE POWER AND TELCO UTILITIES SHALL BE ROUTED FROM EXISTING DEMARCS LOCATED WITHIN OR ADJACENT TO THE EXISTING COMMUNICATIONS FACILITY.
3. THE PROPOSED LESSEE GROUND INSTALLATION TO CONSIST OF A PROPOSED ICE-CANOPY, EQUIPMENT CABINETS, GENERATOR, AND H-FRAME W/ASSOCIATED TELCO AND POWER CABINETS ATOP A PROPOSED CONCRETE PAD; PROPOSED ICE-BRIDGE, UTILITY FRAME AND TRANSFORMER, ALL WITHIN A PROPOSED COMPOUND CHAIN-LINK FENCE.

**LEASE EXHIBIT**

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



**1 MONOPOLE TOWER ELEVATION**  
L-2 SCALE: 1" = 20'- 0"



**2 PARTIAL SITE/COMPOUND PLAN**  
L-2 SCALE: 1" = 15'- 0"



REV.	DATE	DRAWN BY	CHK'D BY	DESCRIPTION
A	12/21/22	LGL	TJR	LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW

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DATE: 12/21/2022  
SCALE: AS SHOWN  
JOB NO. 22017.11

SHEET NO.  
**L-2**