

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

DOCKET NO. 538

APPLICATION OF THE TOWERS, LLC FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A WIRELESS
TELECOMMUNICATIONS FACILITIES AT 1022
TRUMBULL HIGHWAY, LEBANON, CT

10 SEPTEMBER 2025

Pre-Hearing Submission

I, Cynthia Arons, am an adjacent landowner to the proposed cell tower site at 1022 Trumbull Hwy, Lebanon, CT and object to the proposed cell tower placement for the reasons described herein. I respectfully request that the Siting Council reject the application referenced above.

Exhibits

Exhibit A: Attachment 6 Coverage Maps

Exhibit B: Attachment Site Search Summary

Exhibit C: Maps

Exhibit D: Attachment 1 Site Evaluation Report and Project Plans

Exhibit E: Town Website

Exhibit F: Attachment 17 Redacted Option and Ground Lease Agreement

Introduction

My name is Cynthia (Cindi) Arons, and I own the property and reside at 1038 Trumbull Highway, Lebanon, CT 06249. My property is directly adjacent to the property where the proposed tower site is.

I am submitting this testimony as a party to the above-referenced docket (no. 538) to address the visual, environmental, and community character impacts of the proposed facility, as well as to question the public need, site selection and the open-endedness of the lease.

My testimony is based on personal observation, publicly available data, and review of the applicant's filings.

Need for a Cell Tower and Appropriateness of Selected Site

The Applicant has provided maps (**Exhibit A, Attachment 6**) that purport to show gaps in cell phone coverage and mentions specific areas in town where cell phone coverage is allegedly limited. These facts are difficult to verify and appear to be based on models.

It is noted that there are already 4 large cell towers within a four mile distance from the proposed site. It is not clear if an assessment was made as to whether a new tower could be co-located with an existing one or if an existing facility could be upgraded to provide additional service. With this density of towers already, it seems unrealistic to think that enough towers could be built to ensure quality coverage everywhere in Lebanon. The town's rolling hills, forested areas, and low-lying valleys create natural signal shadowing that cannot be eliminated without an excessive density of towers.

Alternative technologies exist (ie, wi-fi calling, satellite internet, and small-cell deployments) and are increasingly used to fill in gaps in cell coverage:

- Small Cells / Distributed Antenna Systems (DAS) – Low-power antennas mounted on existing utility poles, rooftops, or other structures to fill in coverage gaps without the height and visual impact of a full tower. *Reference: Zhang et al., Challenges and Opportunities of Future Rural Wireless Communications (2021).*
- Co-location on Existing Towers – Adding antennas to one of the four existing towers within five miles of the proposed site, avoiding new environmental and visual impacts. *Reference: FCC Antenna Structure Registration guidance; Connecticut Siting Council precedent decisions requiring co-location analysis.*
- Satellite Internet (LEO/MEO) – Services like Starlink, HughesNet, and Viasat now provide broadband-level speeds without any new terrestrial tower construction. *Reference: JNA Mobility, How Rural Areas Are Bridging the Gap in Network Coverage.*

The Applicant notes that they identified 31 possible sites **Exhibit B, Attachment 8**). However, it appears that a single certified letter was sent with no additional follow-up. The lack of response suggests that there is little interest in improving cell service in the area. Additionally, 14 of the 31 sites were owned by 2 entities/owners (9 sites by Cushman Farms, LLC and 5 by Jon Paul

Szagda) limiting the likelihood of getting acceptance. The chosen site seems ineffective as it is on a downward slope at a relatively low elevation.

Direct Impact to Me

As shown in **Exhibit C**, my property is directly adjacent to the property where the facility is proposed. The first part of the access road is right along the property boundary. The specific location of the facility itself is approximately 200 feet from my property line. The tower will be visible from all vantage points of my property at all times of year. The base of the tower and facility will be visible from my fields.

I purchased this property approximately 13 years ago. Owning a farm was a dream realized and being in Lebanon was an extra bonus. I have lived in this town, in several locations since the 1980's and thought this was where I wanted to live before I first move here because of the beautiful green, the historic houses, and the quiet agricultural nature of the town. I am always looking out over my property and appreciate the distant view as well as deriving great joy from looking out at the fields themselves, watching the crops grow, observing wildlife. All this will be degraded by having to look at a cell tower. In this regard, it is my opinion that the Applicant's assessment against residences is misguided.

Although health impacts are not a consideration of the Siting Council, I do have some concerns about that as well.

Impact to the Environment

As per the applicant's Wetland and Vernal Pool Assessment (**Exhibit D, Attachment 1**), the project is located in the vicinity of sensitive habitats including wetland resources and vernal pool habitats and federal- and state-listed rare bat species tricolored bat. Construction will require clearing and grading near these sensitive areas, increasing risks of stormwater runoff, soil erosion, and habitat disruption.

Disruption to the Character of the Town of Lebanon

As per the Town of Lebanon's official website, **Exhibit E**, the town motto is 'Preserving our history and agriculture'. The website goes on to note how much people enjoy the town green and surrounding historic buildings. The Applicant's own assessments confirmed visibility from the green and multiple other public vantage points in town, including scenic roads and open spaces. A cell tower in direct view is incongruent with the rural, historic characteristics of this town.

Economic Impact

While property values are not a statutory criterion, studies consistently show homes near towers can lose 5 to 30 percent (dependent in part on size of the tower) of their value. For many of us, our homes are our largest investment. This proposal threatens that investment and the economic stability of our neighborhood.

References

1. Affuso, E., Cummings, J., & Le, H. (2017). *Wireless Towers and Home Values: An Alternative Valuation Approach Using a Spatial Econometric Analysis*. *Journal of Real Estate Finance and Economics*, 55(3), 297–318.
2. Olsen, R. (2021). *Property Devaluation Due to Cell Phone Towers*. [Compilation of appraisal and legal sources].
3. Appraisal Institute. *The Appraisal of Real Estate*, 14th ed. (2013) – discussion of external obsolescence.

Concern for the Future of the Facility

The lease agreement (**Exhibit F, Attachment 17**) contains broad “Permitted Use” and “Sublease” provisions that seem to allow the tenant to use the premises for any communications facilities, not solely the single tower described in the application. It also permits subleasing to other carriers and the addition of new equipment without further landlord consent. These provisions create the potential for expanded use and increased impacts beyond those currently assessed:

- “Tenant may sublease, license, or otherwise grant occupancy rights to other parties without Landlord’s consent.”
- “Tenant may replace, upgrade, or add equipment at any time, provided it does not unreasonably increase the load on the structure.”
- “Additional antennas or equipment may be installed.”

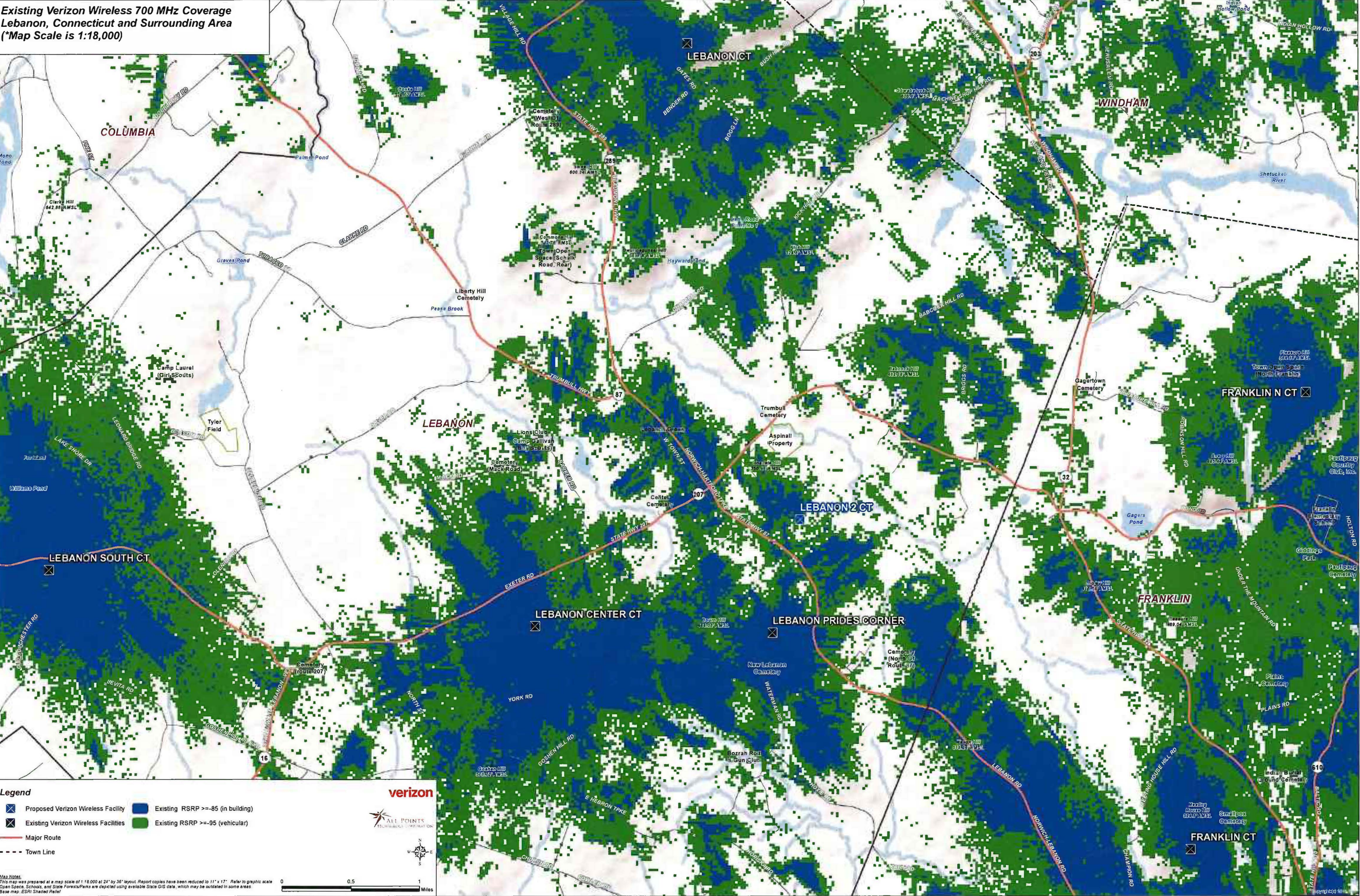
Conclusion

Under **CGS § 16-50p**, the Council must determine whether the public need for the proposed facility outweighs its adverse environmental effects and whether the facility’s location, design, and operation will minimize harm. In this case, the marginal coverage gain claimed by the applicant does not justify the significant and long-lasting impacts to me specifically and to the rural character, environment, and property values of the surrounding area of Lebanon.

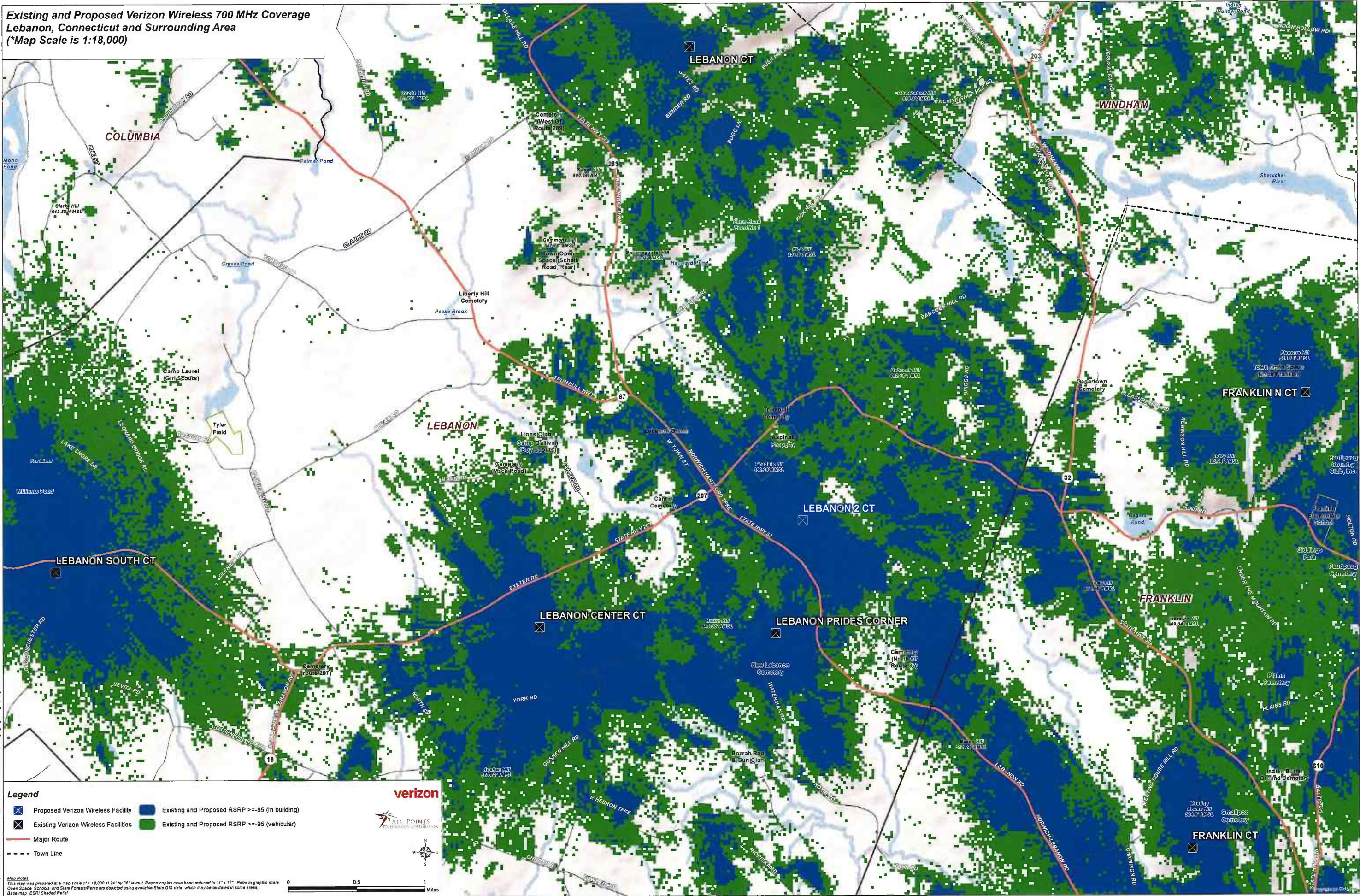
Respectfully,


Cynthia Arons

Existing Verizon Wireless 700 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)

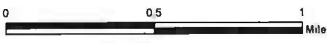


Existing and Proposed Verizon Wireless 700 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)

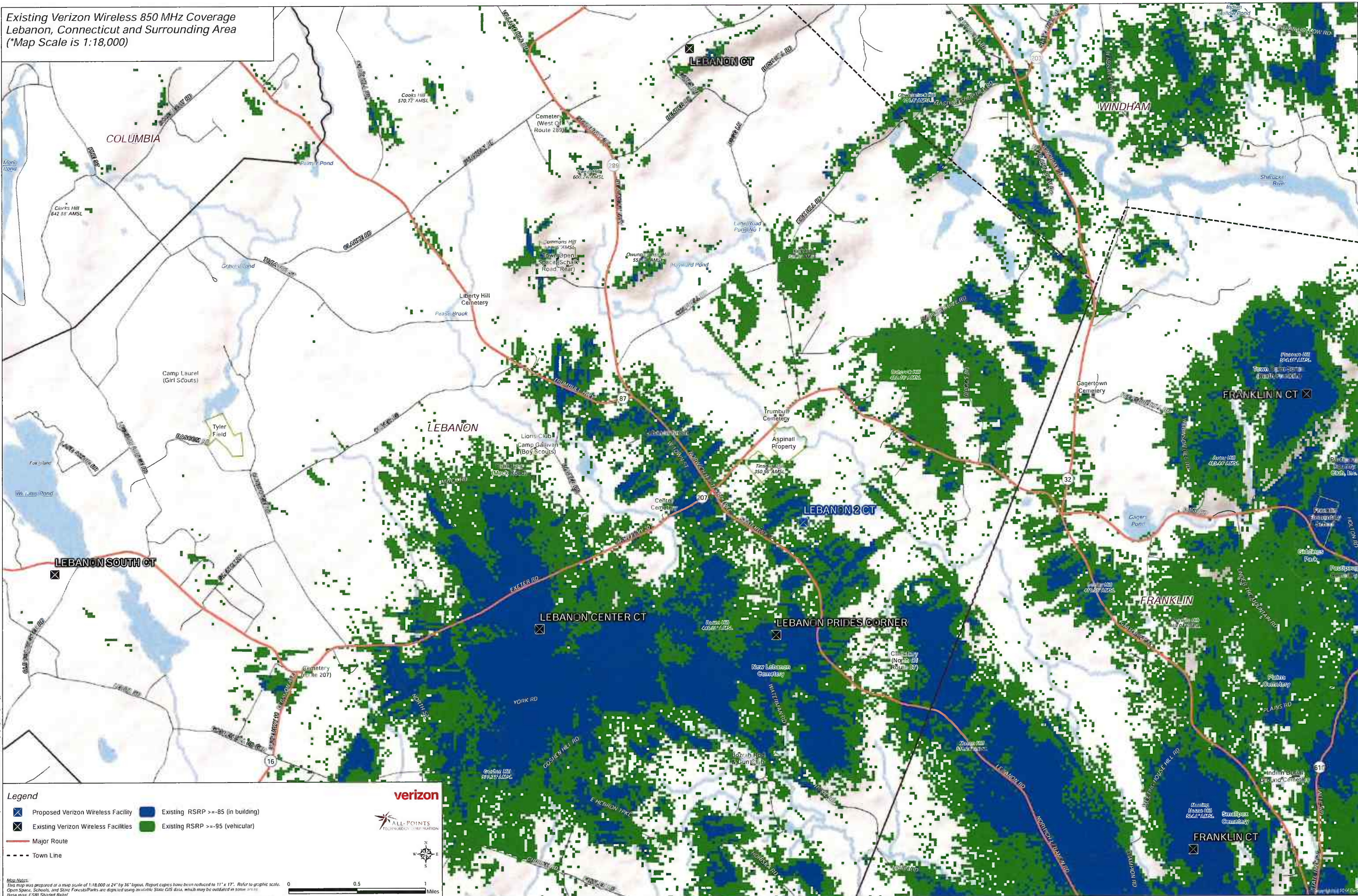


- Legend**
- Proposed Verizon Wireless Facility
 - Existing Verizon Wireless Facilities
 - Major Route
 - Town Line
 - Existing and Proposed RSSP ≥ -85 (in building)
 - Existing and Proposed RSSP ≥ -95 (vehicular)

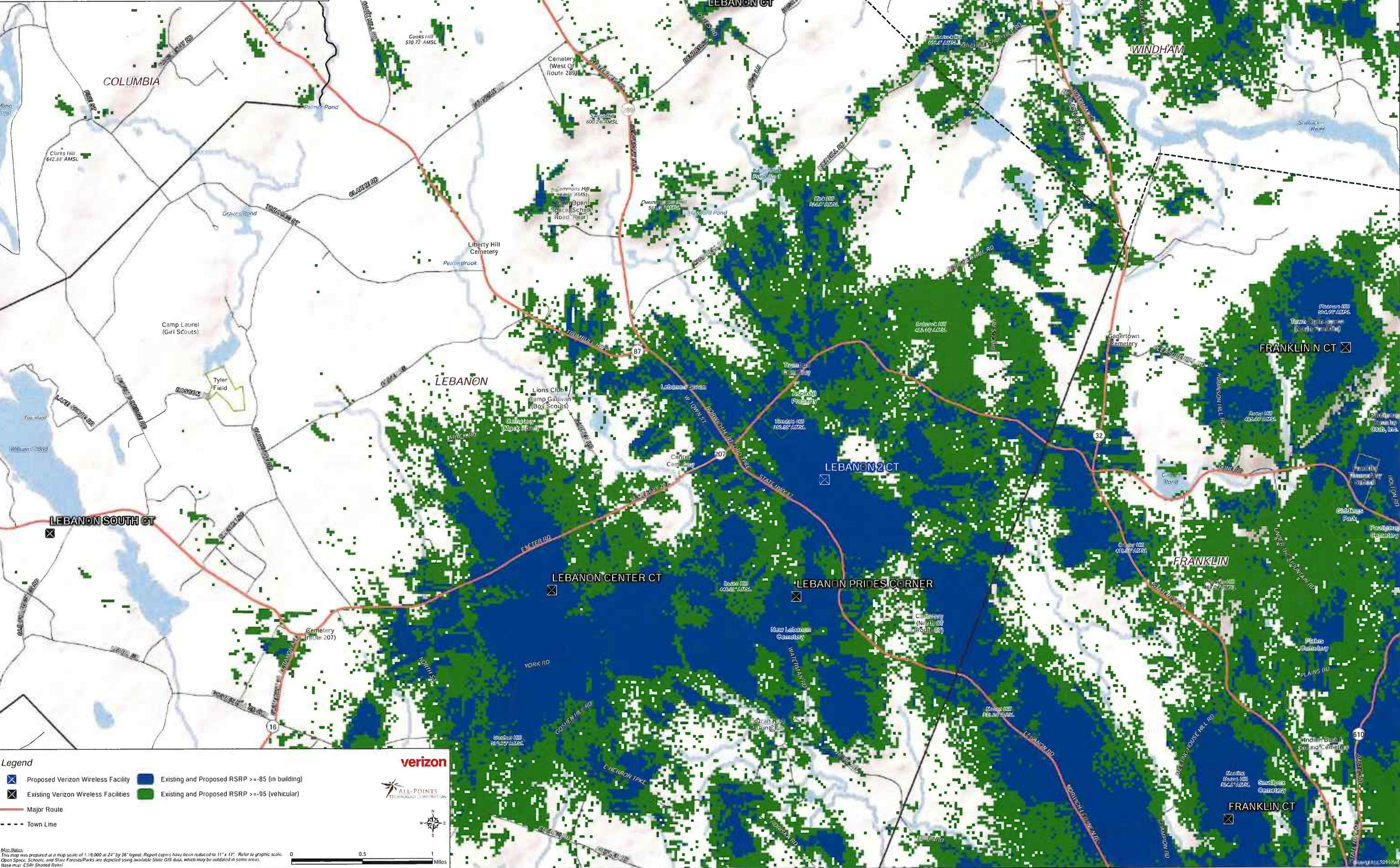
Map Notes:
This map was prepared at a map scale of 1:18,000 at 24" by 36" layout. Report copies have been reduced to 11" x 17". Refer to graphic scale.
Open Space, Schools, and State Forests/Parks are depicted using available State GIS data, which may be outdated in some areas.
Base map: ESRI Shaded Relief



Existing Verizon Wireless 850 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Existing and Proposed Verizon Wireless 850 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Legend

- Proposed Verizon Wireless Facility
- Existing Verizon Wireless Facilities
- Major Route
- Town Line
- Existing and Proposed RSRP >= -85 (in building)
- Existing and Proposed RSRP >= -95 (vehicular)

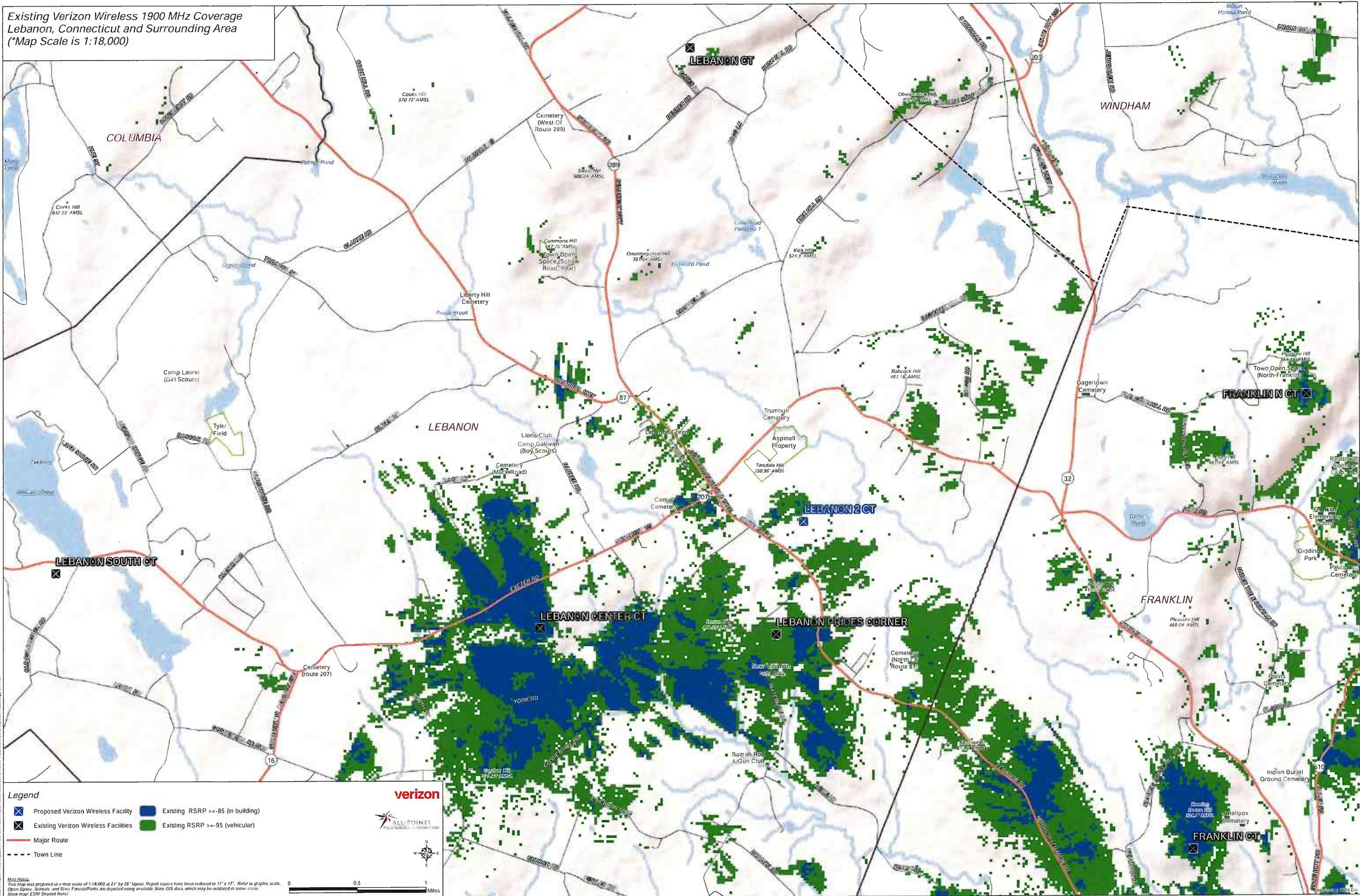
verizon

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MicroNotes:
This map was prepared at a map scale of 1:18,000 at 24" by 36" layout. Report copies have been reduced to 11" x 17". Refer to graphic scale.
Open Space, Schools, and State Forests/Parks are depicted using available State GIS data, which may be outdated in some areas.
Base map: ESRI Shaded Relief

0 0.5 1 Miles

Existing Verizon Wireless 1900 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Legend

- Proposed Verizon Wireless Facility
- Existing Verizon Wireless Facilities
- Major Route
- Town Line
- Existing RSRP >= -85 (in building)
- Existing RSRP >= -95 (vehicular)

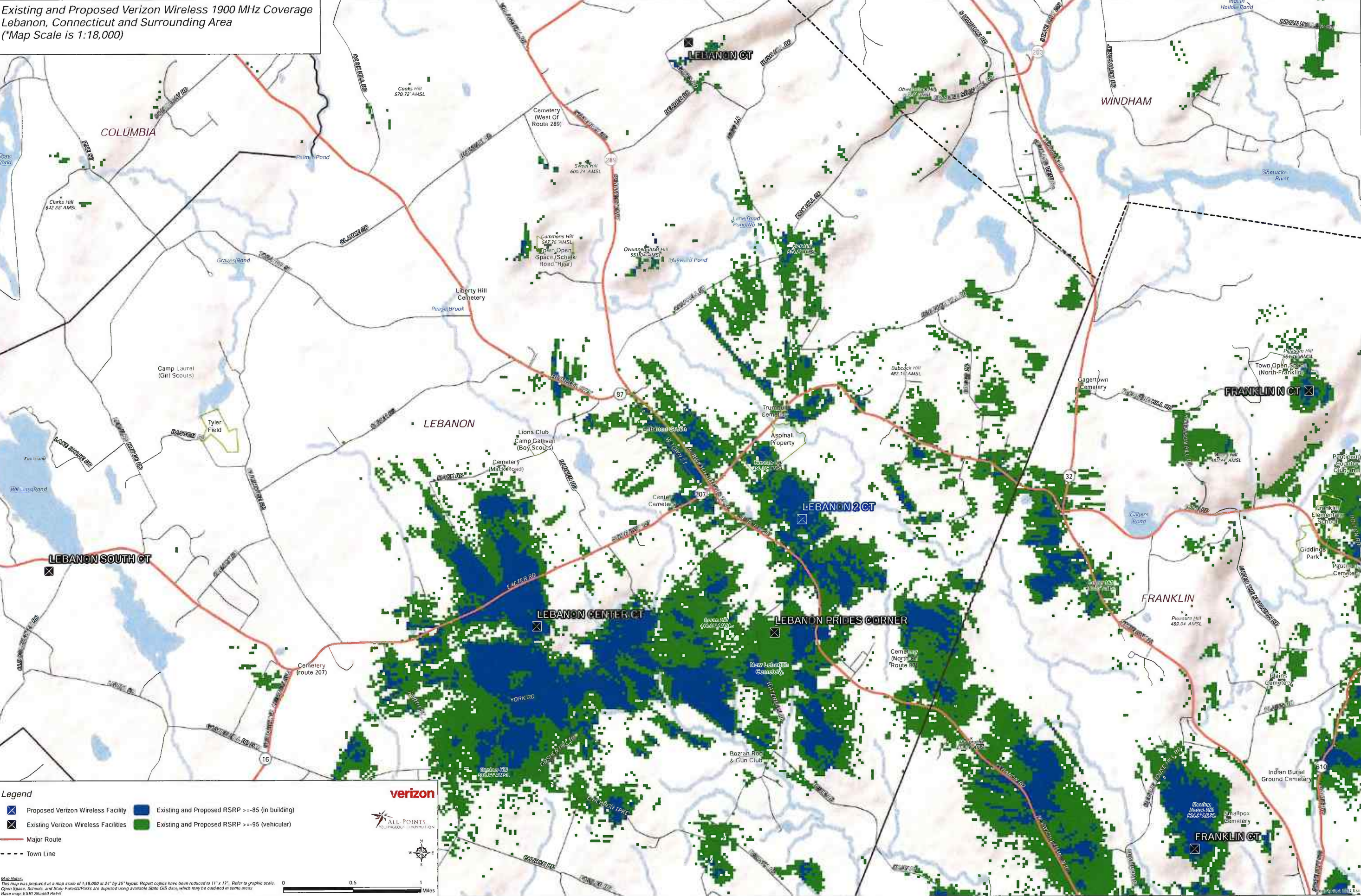
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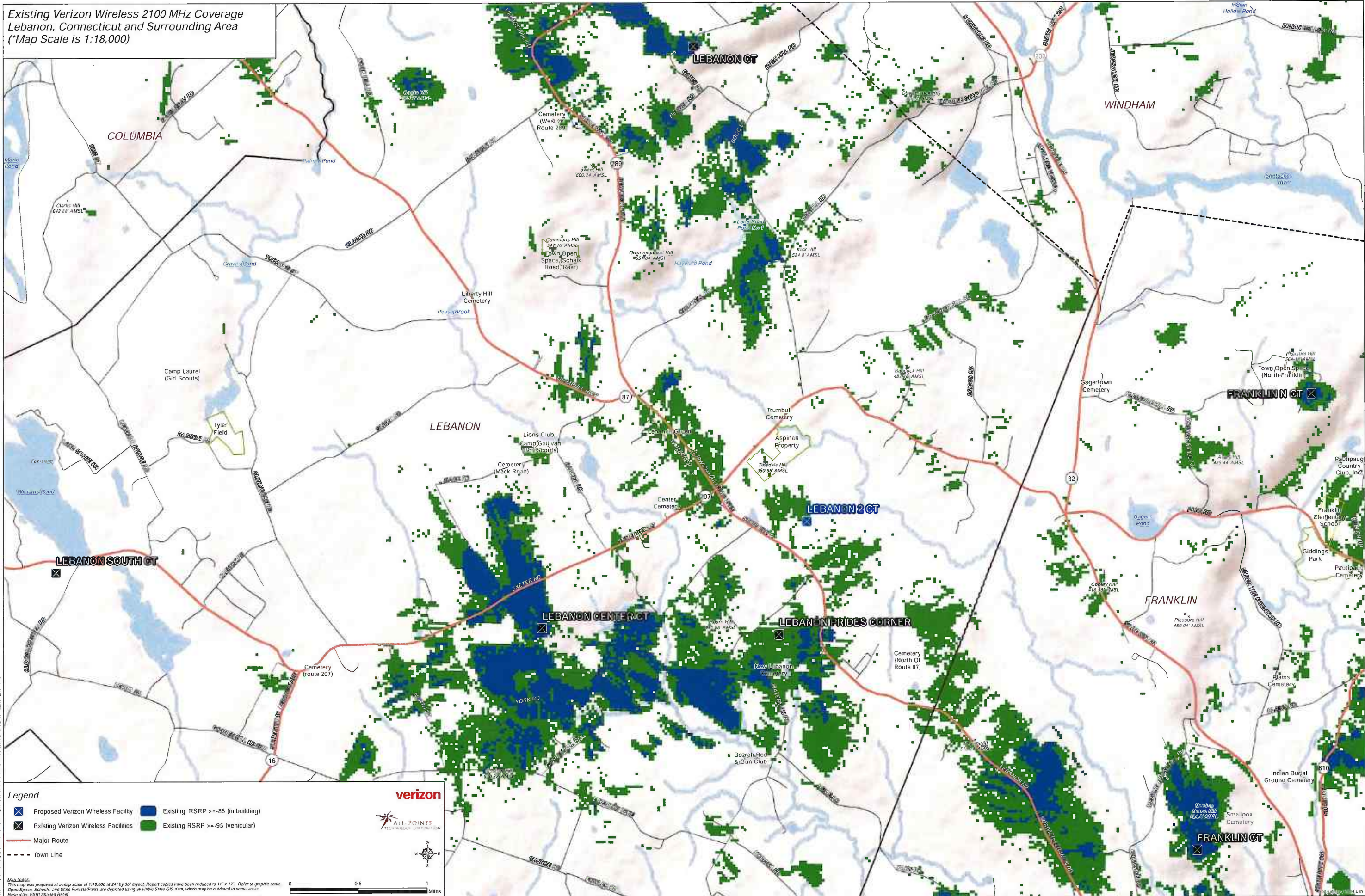
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Base map: ESRI Shaded Relief

0 0.5 1 Miles

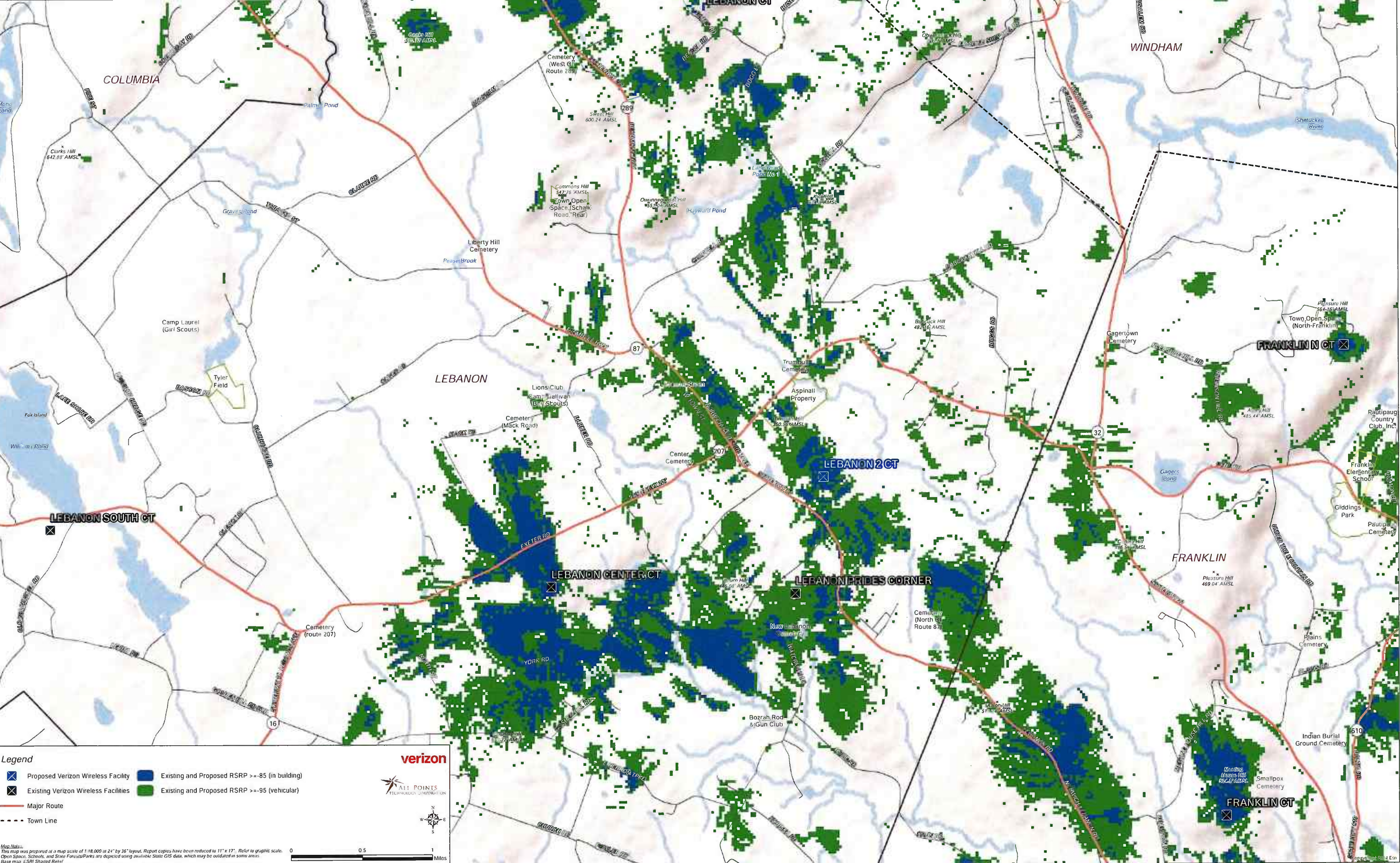
Existing and Proposed Verizon Wireless 1900 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Existing Verizon Wireless 2100 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Existing and Proposed Verizon Wireless 2100 MHz Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Legend

- Proposed Verizon Wireless Facility
- Existing Verizon Wireless Facilities
- Major Route
- Town Line
- Existing and Proposed RSRP >= -85 (in building)
- Existing and Proposed RSRP >= -95 (vehicular)

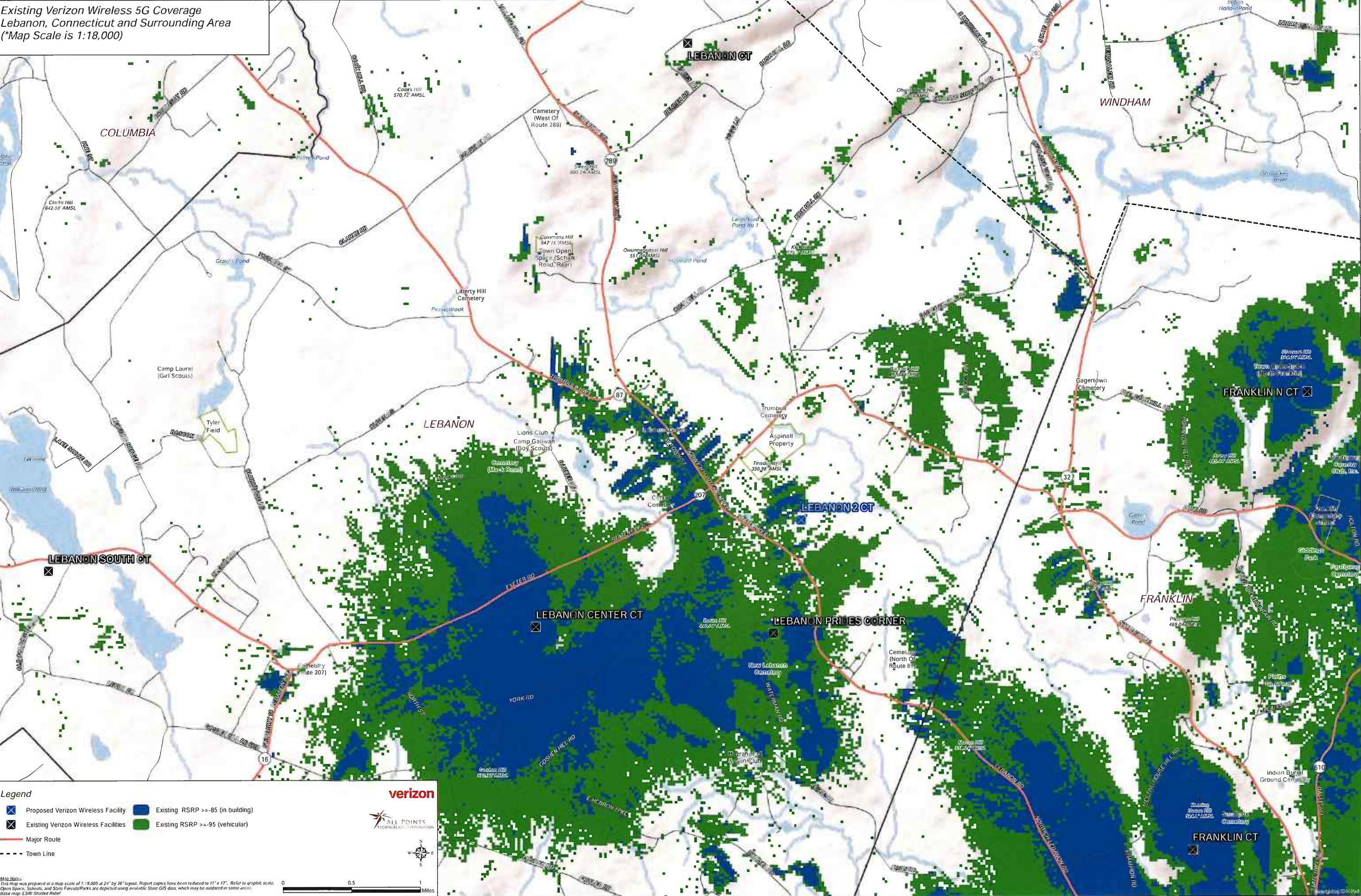
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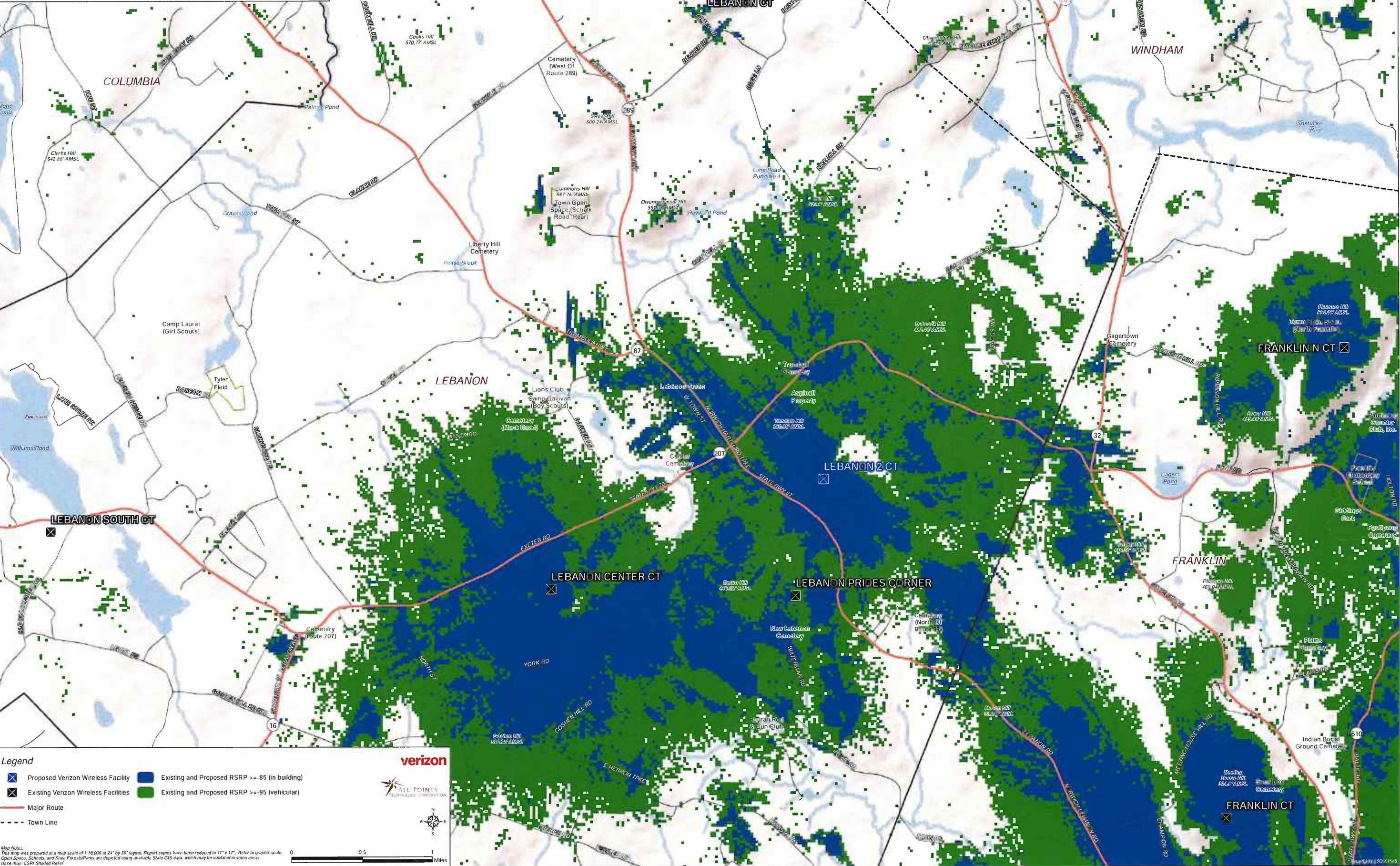
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Open Space, Schools, and State Forests/Parks are depicted using available State GIS data, which may be outdated in some areas.
Base map: USGS Shaded Relief

0 0.5 1 Miles

Existing Verizon Wireless 5G Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Existing and Proposed Verizon Wireless 5G Coverage
Lebanon, Connecticut and Surrounding Area
(*Map Scale is 1:18,000)



Legend

- Proposed Verizon Wireless Facility
- Existing Verizon Wireless Facilities
- Major Route
- Town Line
- Existing and Proposed RSRP >= -85 (in building)
- Existing and Proposed RSRP >= -95 (vehicular)

verizon

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Map Notes:
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Open Space, Schools, and State Forests/Parks are depicted using available State GIS data which may be outdated in some areas.
Base Map: ESRI Shaded Relief

0 0.5 1 Miles

Exhibit B Attachment 8

**The Towers, LLC
1022 Trumbull Highway
Lebanon, Connecticut**

Lebanon 2 Facility

Site Search Summary

Section 16-50j-74(j) of the Regulations of Connecticut State Agencies requires the submission of a statement that describes “the narrowing process by which other possible sites were considered and eliminated.” In accordance with this requirement, descriptions of the general site search process, the identification of the applicable search area and the alternative locations considered for development of the proposed Lebanon 2 Facility are provided below.

Site Search Process

To initiate its site selection process in an area where wireless service problems have been identified, Cellco first establishes a “site search ring” or “site search area”. In any search ring or search area, Cellco seeks to avoid the unnecessary proliferation of towers and to reduce the potential adverse environmental effects of the cell site, while at the same time maximizing the quality of service provided from a facility. These objectives are achieved by initially locating existing towers and other sufficiently tall structures within and near the site search area. If any are found, they are evaluated to determine whether they can support Cellco’s telecommunications antennas and related equipment at a location and elevation that satisfies its technical requirements.

The list of available locations may be further reduced if, after preliminary discussions, the property owners withdraw a site from consideration. From among the remaining locations, the proposed sites are selected by eliminating those that have greater potential for adverse environmental effects and fewer benefits to the public (*i.e.*, those requiring taller towers; those with substantial adverse environmental impacts, or in densely populated residential areas; and those with limited ability to share space with other public or private telecommunications service providers). It should be noted that in any given site search, the weight afforded to factors considered in the selection process will vary depending upon the availability and nature of sites within the search area.

Need for the Lebanon 2 Facility

Within approximately four (4) miles of the proposed Lebanon 2 Facility, Cellco maintains four (4) macro-cell facilities and one small cell facility. Cellco’s macro-cell facilities include: Lebanon Center, a tower at 917 Exeter Road, in Lebanon, Franklin, a tower at 89 Doctor Nott Road, in Franklin and Franklin North, a tower at 36 Ayer Road in Franklin and Lebanon, a tower at 236 Gates Road in Lebanon. Cellco also maintains a small cell wireless facility at the Lebanon Prides Corner, at 122 Waterman Road in Lebanon. Each of these existing cell sites is included as an existing facility on Cellco’s Coverage Plots included in Attachment 6.

These existing facilities currently provide some level of wireless service in the area around the proposed Lebanon 2 Facility location. However, significant gaps in reliable wireless service remain in all of Cellco's frequencies particularly along portions of Route 87, Route 207, Route 32 and other local roads in the area.

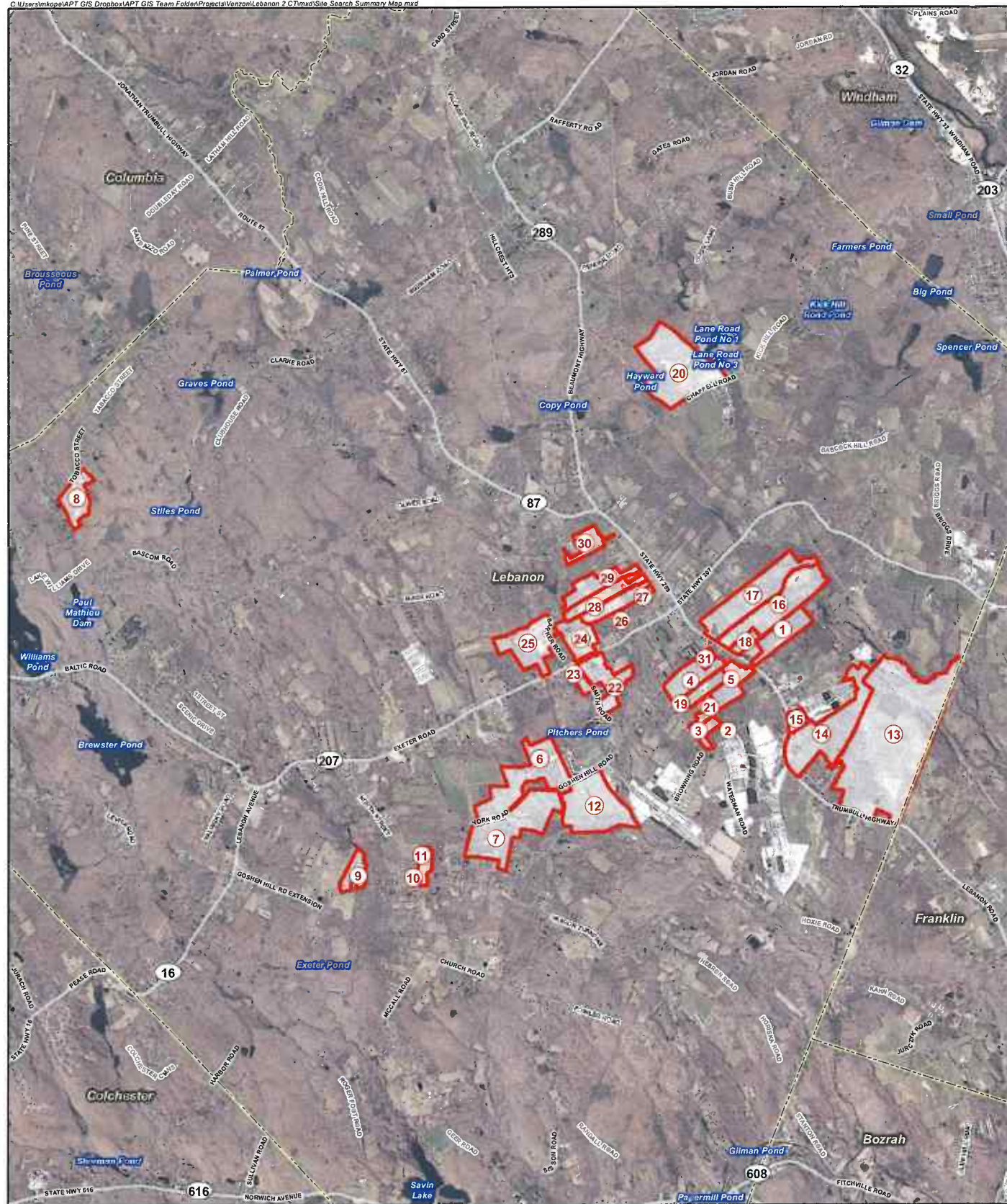
Sites Investigated

The Lebanon 2 site search was initiated in November of 2022. Cellco identified and investigated a total of thirty-one (31) sites in Lebanon. A listing of the sites investigated is provided below.

1. **1022 Trumbull Highway, Lebanon:** Cellco entered into a lease agreement with Theodore Carl Reichard, Jr. and Karen K. Buffkin, the owners of this parcel, for the development of the Lebanon 2 Facility.
2. **Madley Road, Lebanon:** The property owner (Susan Cormier) expressed interest in leasing the property for a tower site. The site was submitted to Verizon's Radio Frequency ("RF") Engineers but was not ranked.
3. **84 Madley Road, Lebanon:** The property owner (Susan Cormier) expressed interest in leasing the property for a tower site. The site was submitted to Verizon's RF Engineers but was not ranked.
4. **Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Jon Paul Szajda) with no response.
5. **Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Jon Paul Szajda) with no response.
6. **York Road, Lebanon:** A certified letter was mailed to the property owner (Jon Paul Szajda) with no response.
7. **York Road, Lebanon:** A certified letter was mailed to the property owner (Jon Paul Szajda) with no response.
8. **150 Leonard Bridge Road, Lebanon:** A certified letter was mailed to the property owner (Jon Paul Szajda) with no response.
9. **Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
10. **Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
11. **Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.

12. **231 Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
13. **1402 Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
14. **1152 Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
15. **Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
16. **Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
17. **Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Cushman Farms Limited Partnership) with no response.
18. **988 Trumbull Highway, Lebanon:** A certified letter was mailed to the property owner (Phillip Griffin) with no response.
19. **Madley Road, Lebanon:** A certified letter was mailed to the property owners (Raymond and Mary Manning) with no response.
20. **66 Chappell Road, Lebanon:** A certified letter was mailed to the property owners (Raymond and Mary Manning) with no response.
21. **72 Madly Road, Lebanon:** A certified letter was mailed to the property owners (William and Suzanne Ingalls) with no response.
22. **6 Smith Road, Lebanon:** A certified letter was mailed to the property owner (Myles Davis) with no response.
23. **Smith Road, Lebanon:** A certified letter was mailed to the property owner (Myles Davis) with no response.
24. **724 Exeter Road, Lebanon:** A certified letter was mailed to the property owner (The Hillsfields, LLC) with no response.
25. **Barker Road, Lebanon:** A certified letter was mailed to the property owners (Robert A. Leone and John Goodman) with no response.
26. **West Town Street, Lebanon:** A certified letter was mailed to the property owner (Ala-Bri-Acres Farm LLC) with no response.
27. **129 West Town Street, Lebanon:** A certified letter was mailed to the property owner (Ala-Bri-Acres Farm LLC) with no response.

28. **119 West Town Street, Lebanon:** A certified letter was mailed to the property owner (Steven Preli) with no response.
29. **105 West Town Street, Lebanon:** A certified letter was mailed to the property owners (Charles and Karen Wayland) with no response.
30. **37 R West Town Street, Lebanon:** A certified letter was mailed to the property owner (Town of Lebanon) with no response.
31. **23 Goshen Hill Road, Lebanon:** A certified letter was mailed to the property owner (Town of Lebanon) with no response.



Legend

- Site Investigated
- Municipal Boundary

Corresponding Site Summary Information
Attached on Following Page

Map Notes:
Base Map Source: 2023 CTECO Aerial
Photograph
Map Scale: 1 inch = 5,000 feet
Map Date: January 2025



Site Search Summary Map

Proposed Wireless
Telecommunications Facility
Lebanon 2 CT
1022 Trumbull Highway
Lebanon, Connecticut

verticalbridge

verizon




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Exhibit C Adjacent Property Maps

C:\Users\mk...e\APT GIS Or...APT GIS Team Folder\Project\Verizon\Lebanon 2 CT\mxd\Lebanon 2 CSC Site Location Aerial.mxd



Legend

-  Site
-  Subject Property
-  Approximate Parcel Boundary

Map Notes:
 Base Map Source: CT ECO 2023 Imagery
 Map Scale: 1 inch = 600 feet
 Map Date: January 2025



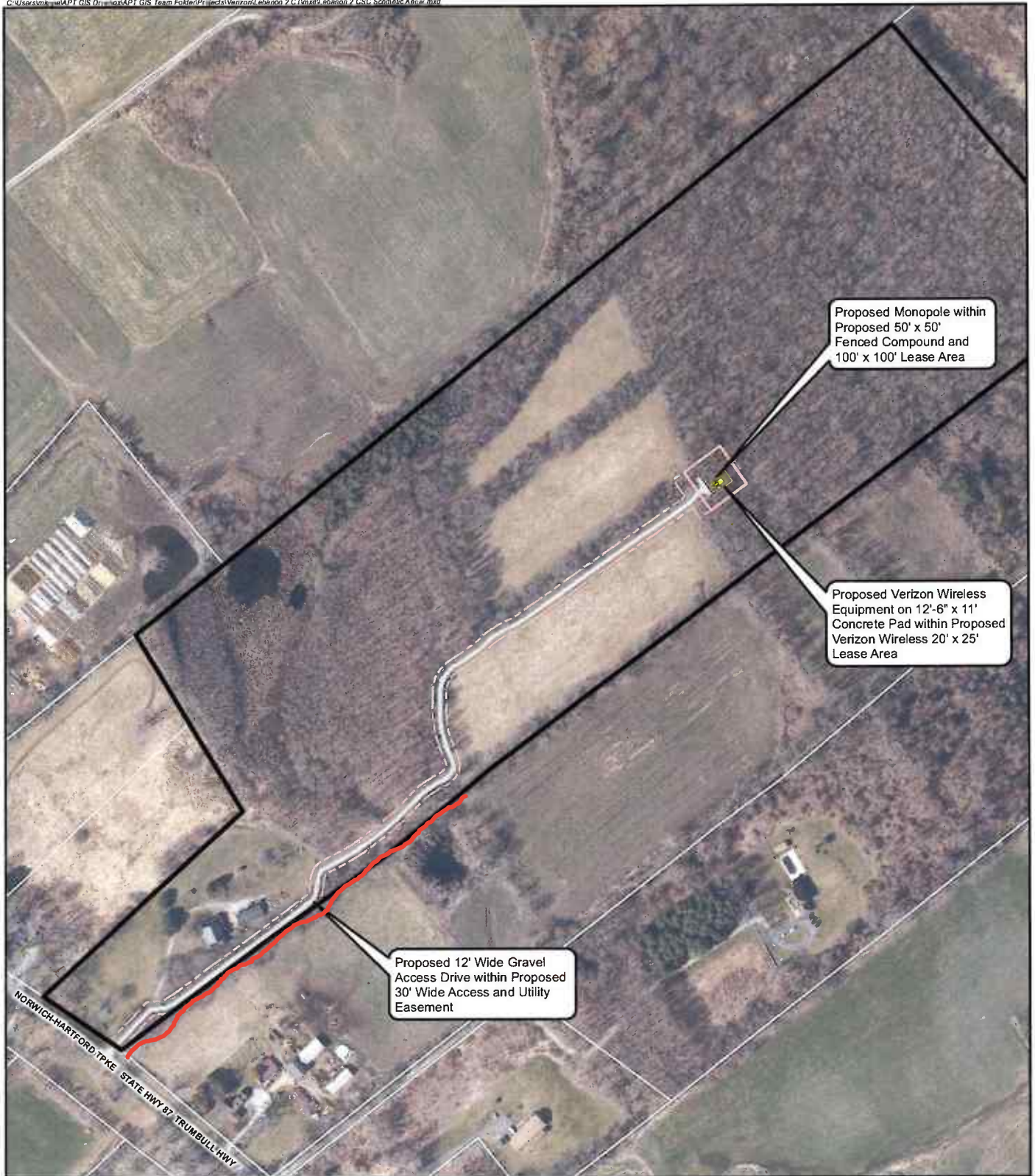
Site Location Map

Proposed Wireless
 Telecommunications Facility
 Lebanon 2 CT
 1022 Trumbull Highway
 Lebanon, Connecticut

verticalbridge

verizon





Legend

- Proposed Lease Area
- Proposed Equipment Compound
- Proposed Equipment
- Proposed Access Drive
- Proposed Access and Utility Easement
- Proposed Verizon Wireless Lease Area
- Proposed Verizon Wireless Equipment
- Subject Property
- Approximate Parcel Boundary

Map Notes:
 Base Map Source: 2023 Aerial Photograph (CTECO)
 Map Scale: 1 inch = 300 feet
 Map Date: March 2025



Site Schematic

Proposed Wireless Telecommunications Facility
 Lebanon 2 CT
 1022 Trumbull Highway
 Lebanon, Connecticut

verticalbridge

verizon

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Exhibit D Attachment 1

LEBANON 2

**1022 Trumbull Highway (Route 87)
Lebanon, Connecticut**

Description of Proposed Cell Site

The Towers, LLC

Vertical Bridge, REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

Cellco Partnership d/b/a Verizon Wireless
20 Alexander Drive
Wallingford, CT 06492

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SITE EVALUATION REPORT	5
FACILITIES AND EQUIPMENT SPECIFICATION	7
ENVIRONMENTAL ASSESSMENT STATEMENT	8

SITE NAME: LEBANON 2 – 1022 TRUMBULL HIGHWAY (ROUTE 87), LEBANON, CT

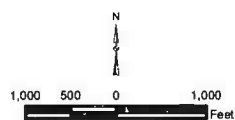
GENERAL CELL SITE DESCRIPTION

The proposed Lebanon 2 cell site (the “Facility”) would be located in the central portion of an approximately 42-acre parcel at 1022 Trumbull Highway in Lebanon, Connecticut (the “Property”). The Property is owned by Theodore Carl Reichard, Jr. and Karen K. Buffkin and is mostly wooded and undeveloped. The owners maintain a house in the southern portion of the Property. The Facility would consist of a 150-foot telecommunications tower and associated equipment located within a 50’ x 50’ fenced compound (100’ x 100’ leased area). Cellco will install equipment, a battery cabinet, and a diesel-fueled generator within the fenced compound, near the base of the tower.

Cellco would attach nine (9) antennas and six (6) remote radio heads at the top of the tower. Vehicular access to the facility would extend from Route 87 over an existing driveway leading to a new gravel driveway (over an existing dirt path) extending approximately 1,950 feet. Utilities will also extend from existing service along Route 87 to the cell site. The leased area, access and utility easement area and wetland impact and remediation areas discussed in this Application shall constitute the entirety of the site.

 Site
 Municipal Boundary

Map Notes:
Base Map Source: USGS 7.5 Minute Topographic
Quadrangle Maps, Fitchville, CT (1983) and Willimantic, CT (1984)
Map Scale: 1:24,000
Map Date: January 2025






Proposed Wireless
Telecommunications Facility
Lebanon 2 CT
1022 Trumbull Highway
Lebanon, Connecticut





Legend

-  Site
-  Subject Property
-  Approximate Parcel Boundary

Map Notes:
 Base Map Source: CT ECO 2023 Imagery
 Map Scale: 1 inch = 600 feet
 Map Date: January 2025



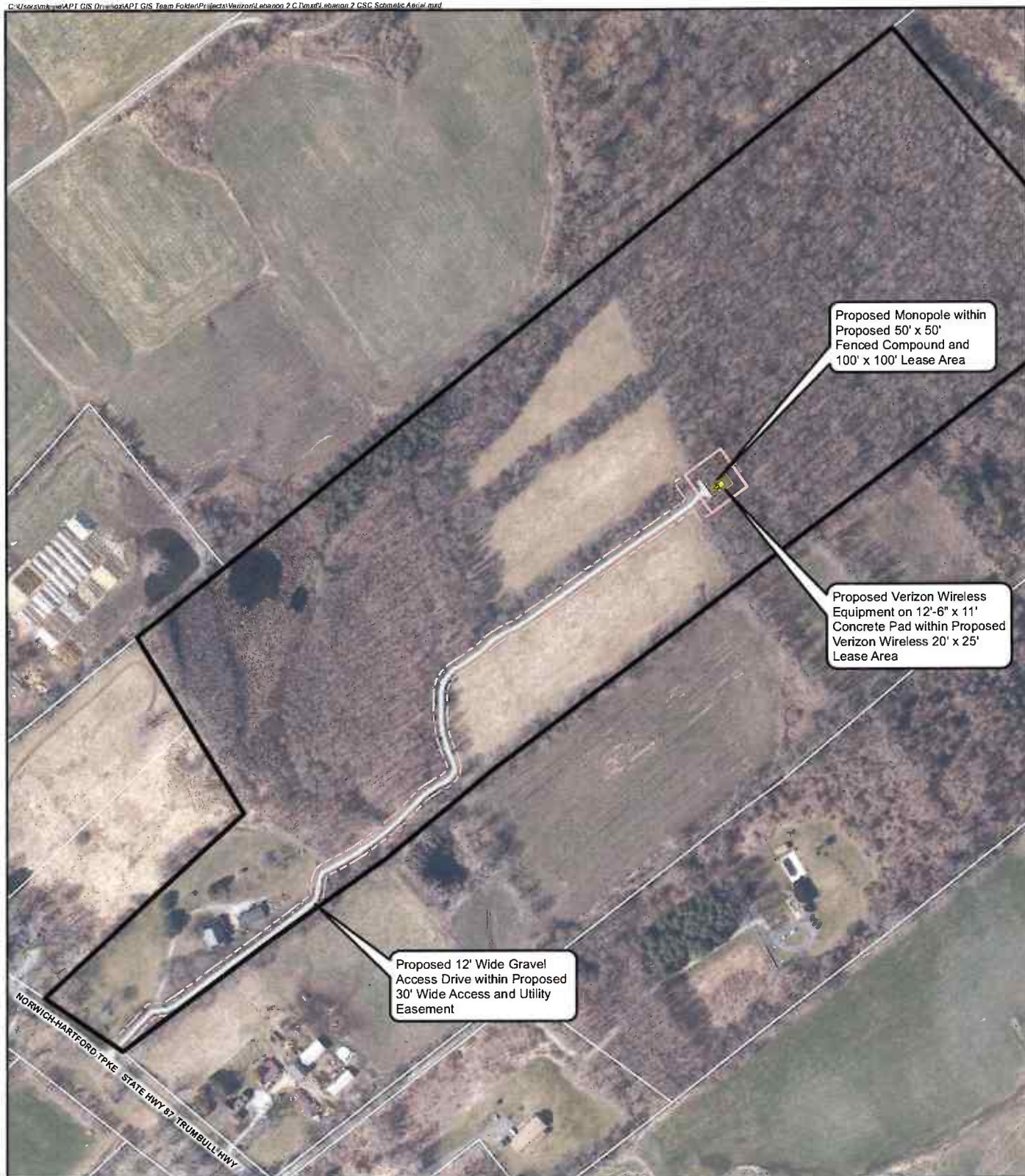
Site Location Map

Proposed Wireless
 Telecommunications Facility
 Lebanon 2 CT
 1022 Trumbull Highway
 Lebanon, Connecticut

verticalbridge

verizon








Proposed Verizon Wireless
Equipment on 12'-6" x 11'
Concrete Pad within Proposed
Verizon Wireless 20' x 25'
Lease Area

Proposed 12' Wide Gravel
Access Drive within Proposed
30' Wide Access and Utility
Easement

An aerial photograph showing a road intersection. A road runs diagonally from the top left towards the bottom right, labeled 'NORWICH-HARTFORD TPKE'. Another road runs horizontally across the middle, labeled 'STATE HWY 87'. A third road runs vertically on the right side, labeled 'TRUMBULL HWY'. The surrounding area is a mix of green fields and brownish, possibly wooded or undeveloped land.

Legend

-  Proposed Lease Area
-  Proposed Equipment Compound
-  Proposed Equipment
-  Proposed Access Drive
-  Proposed Access and Utility Easement
-  Proposed Verizon Wireless Lease Area
-  Proposed Verizon Wireless Equipment

- ☐
- Proposed Equipment Compound

- ### Proposed Equipment

- ☐
- Proposed Access Drive

- ### Proposed Access and Utility Easement

-  Proposed Verizon Wireless Lease Area

- Proposed Verizon Wireless Equipment



Subject Property
Approximate Parcel Boundary

Site Schematic

Proposed Wireless
Telecommunications Facility
Lebanon 2 CT
1022 Trumbull Highway
Lebanon, Connecticut

Map Notes:
Base Map Source: 2023 Aerial Photograph (CTECO)
Map Scale: 1 inch = 300 feet
Map Date: March 2025

Base Map Source: 2023 Aerial Photograph (CTECO)

Map Scale: 1 inch = 300 feet

Map Date: March 2025



SITE EVALUATION REPORT

SITE NAME: LEBANON 2 – 1022 TRUMBULL HIGHWAY (ROUTE 87), LEBANON, CT

I. TOWER LOCATION

- A. COORDINATES: 41°-37'59.82" N 72°-11'49.03" W
- B. GROUND ELEVATION: Approximately 404 feet AMSL
- C. SITE ADDRESS: 1022 TRUMBULL HIGHWAY (ROUTE 87), LEBANON, CT
- D. ZONING WITHIN 1/4 MILE OF SITE: Land within ¼ mile of the cell site is zoned Rural Agricultural Residence (RA) or Agricultural (A).

II. DESCRIPTION

- A. SITE SIZE: 50' x 50' Fenced Compound 100' x 100' Leased Parcel
- B. LESSOR'S PARCEL: Approximately 42 acres
- C. TOWER TYPE/HEIGHT: Overall Height – 150' Monopole Tower
- D. SITE TOPOGRAPHY AND SURFACE: Topography in the area slopes gently down to the west/southwest and drops steeply to the east/northeast. Clearing and minimal grading will be required to construct the site access driveway and facility compound.
- E. SURROUNDING TERRAIN, VEGETATION, WETLANDS, OR WATER: The tower would be located in the central portion of the approximately 42-acre parcel. The Facility compound is located approximately 760 feet from the closest wetland area to the southeast. Temporary and permanent wetland impacts associated with improvements to the site access with utility access right of way will be mitigated. There will be no likely adverse impact to wetlands and potential vernal pool resources by the development of the Facility, provided the Mitigation Plan is implemented.
- F. LAND USE WITHIN 1/4 MILE OF SITE: Land use within ¼ mile of the Property is used for residential and agricultural purposes. (See Site Location Map, Site Schematic and U.S.G.S. Topographic Map at pp. 2-4).

FACILITIES

- G. POWER COMPANY: Eversource
- H. POWER PROXIMITY TO SITE: Approximately 1,950 feet to the northeast along Route 87.
- I. TELEPHONE/FIBER: Frontier Communications
- J. PHONE SERVICE PROXIMITY: Existing utility services located along Route 87 Turnpike. *See* Plan Sheet C-1 in this Attachment 1.
- K. VEHICLE ACCESS TO SITE: Vehicle access to the site would extend from Route 87 over a new gravel access driveway.
- L. CLEARING AND FILL REQUIRED: Tree clearing and site grading would be required to construct the facility compound. Detailed construction plans would be developed if this location is approved by the Siting Council.

III. LEGAL

- A. PURCHASE [] LEASE [X]
- B. OWNER: Theodore Carl Reichard, Jr. and Karen K. Buffkin
- C. ADDRESS: 1022 Trumbull Highway, Lebanon, CT
DEED ON FILE AT: Town of Lebanon, CT Land Records

(Vol. 289 Page 020)

FACILITIES AND EQUIPMENT SPECIFICATION
(NEW TOWER & EQUIPMENT)

SITE NAME: LEBANON 2 – 1022 TRUMBULL HIGHWAY (ROUTE 87), LEBANON, CT

I. TOWER SPECIFICATIONS:

- A. MANUFACTURER: To be determined
- B. TYPE: Self-supporting monopole
- C. TOWER HEIGHT: 150' AGL (145' Antenna Centerline)

TOWER DIMENSIONS: Approx. 50" base
 Approx. 24" top

II. TOWER LOADING:

A. CELLCO EQUIPMENT:

- 1. Panel Antennas – Six (6) Model NHH-65B-R2B antennas and Three (3) Samsung MT6413-77A antennas
- 2. Remote Radio Heads (RRH)
Three (3) Samsung RF4439d-25A
Three (3) Samsung RF4461d-13A
- 3. GPS Antenna: Attached to the equipment canopy
- 4. Transmission Lines:
Two (2) Model: HS 85016661 HYBRID fiber optic antenna cables

III. ENGINEERING ANALYSIS AND CERTIFICATION:

The tower will be designed in accordance with Electronic Industries Association Standard EIA/TIA-222-H "Structural Standards for Steel Antenna Towers and Antenna Support Structures." The foundation designs would be based on soil conditions at the site. Details for the tower and foundation designs will be provided as a part of the final D&M Plan.

ENVIRONMENTAL ASSESSMENT STATEMENT

SITE NAME: LEBANON 2 – 1022 TRUMBULL HIGHWAY (ROUTE 87), LEBANON, CT

IV. PHYSICAL IMPACT

A. WATER FLOW AND QUALITY

No water flow and/or water quality changes are anticipated as a result of the construction or operation of the facility. There are no lakes, ponds, rivers, streams, wetlands or other regulated bodies of water located in the area to be used for the tower or related facility compound improvements. The closest wetland area is located approximately 760 feet to the southeast of the facility compound. *See also Attachment 10.* Wetland impacts associated with planned improvements to the existing farm road will be subject to the Mitigation plan described in Section III.C.4.b in the Application narrative.

B. AIR QUALITY

Under ordinary operating conditions, Cellco's equipment at the Lebanon 2 Facility would generate no air emissions. During power outages and periodically for maintenance purposes, Cellco would utilize a diesel-fueled generator to provide emergency back-up power to the facility. Cellco's back-up generator will be managed to comply with the "permit by rule" criteria established by the Connecticut Department of Energy and Environmental Protection ("DEEP") Bureau of Air Management, pursuant to R.C.S.A. § 22a-174-3b.

C. LAND

Trees and ground vegetation will need to be cleared and minimal grading will be required to construct the access drive and Facility compound. The remaining land of the Lessor would remain unchanged by the construction and operation of the cell site.

D. NOISE

The equipment to be in operation at the site after construction would emit no noise of any kind, except for the occasional operation of the back-up generator which would only run when power to the facility is interrupted and periodically for maintenance purposes. Some noise is anticipated during cell site construction.

E. POWER DENSITY

The maximum permissible exposure limits far-field formula for Cellco's 700 MHz, 850 MHz, 1900 MHz, 2100 MHz, and 3700 MHz (5G) antennas at the Lebanon 2 Facility would be 5.2% of the FCC Safety Standard. *See Attachment 14*.

F. VISIBILITY

See Visual Assessment included as Attachment 9.

The Verizon logo, consisting of the word "verizon" in a bold, red, sans-serif font. The letter 'v' is stylized with a yellow-to-orange gradient.

MDG ID: --

LOCATION CODE: 617356306
SPM PROJECT ID: 16990675

CONSULTANT TEAM:

The logo for AIROSMITH features the word "AIROSMITH" in a bold, sans-serif font. The "AIRO" is in green and the "SMITH" is in blue. A green circular graphic with concentric arcs, resembling a stylized eye or a signal, is positioned behind the "O" in "AIRO".

AIROSMITH

**AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING**

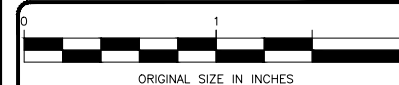
**318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0**

CARRIER: **verizon**
20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

The seal is circular with a double-lined border. The outer ring contains the text "STATE OF CONNECTICUT" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle features a central shield with a landscape scene, topped by a crest. Below the shield is a banner with the text "REGISTERED PROFESSIONAL ENGINEER". The name "JOSEPH R. JOHNSTON" is written in a large, stylized font across the center of the seal. The license number "29460" is printed below the name. The entire seal is surrounded by a series of short, parallel lines.

DRAWINGS ISSUED FOR:				
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
0	12/11/24	JLM	FOR PERMITTING	ASW
1	12/23/24	JLM	PER COMMENTS	ASW
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3	04/23/25	JLM	PER COMMENTS	JLM



PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT
1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE: _____

TITLE
SHEET

SHEET NUMBER: **T01** REVISION: **3**

APPLICABLE BUILDING CODES AND STANDARDS

2022 CONNECTICUT STATE BUILDING CODE - 2021 INTERNATIONAL BUILDING CODE

2022 CONNECTICUT STATE ELECTRICAL CODE - 2020 NATIONAL ELECTRICAL CODE (NFPA 70)

2022 CONNECTICUT MECHANICAL CODE - 2021 INTERNATIONAL MECHANICAL CODE

ANSI/TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES, ANTENNAS AND SMALL WIND TURBINE SUPPORT STRUCTURES

ANSI/TIA-607-B - GENERIC TELECOMMUNICATIONS BONDING AND GROUNDING (EARTHING) FOR CUSTOMER PREMISES

ACI 318-14, AMERICAN CONCRETE INSTITUTE -318 -14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AISC STEEL CONSTRUCTION MANUAL, 15TH/ ED

IEEE C2: NATIONAL ELECTRICAL SAFETY CODE

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

DRIVING DIRECTIONS

START AT: 20 ALEXANDER DRIVE, WALLINGFORD, CT 06492

HEAD SOUTHWEST TOWARD ALEXANDER DR. SLIGHT RIGHT TOWARD ALEXANDER DR. TURN RIGHT TOWARD ALEXANDER DR. TURN RIGHT ONTO ALEXANDER DR. TURN RIGHT ONTO BARNES INDUSTRIAL PARK RD. TURN RIGHT ONTO CT-68 E. SHARP LEFT TO MERGE ONTO I-91 N TOWARD HARTFORD. MERGE ONTO I-91 N. TAKE THE EXIT ONTO CT-3 N TOWARD GLASTONBURY. USE THE RIGHT LANE TO MERGE ONTO CT-2 E TOWARD NORWICH. TAKE EXIT 22 TOWARD LEBANON/GILMAN. TURN LEFT ONTO SCOTT HILL RD. CONTINUE ONTO WATERMAN RD. TURN LEFT TAKE CT-87 N. DESTINATION WILL BE ON THE RIGHT.

ARRIVE AT: 424 STORRS ROAD, MANSFIELD CENTER, CT 06250

THIS DOCUMENT IS PRELIMINARY
IN NATURE AND IS NOT FINAL,
UNTIL SIGNED AND SEALED.

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED
HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE
THE PROPERTY OF AIROSMITH ENGINEERING AND ARE NOT TO
BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS
WITHOUT THE WRITTEN AUTHORIZATION OF AIROSMITH
ENGINEERING. IT IS UNLAWFUL FOR ANY PERSON TO AMEND
ANY ASPECT OF THESE DRAWINGS WITHOUT THE WRITTEN
APPROVAL OF THE PROFESSIONAL OF RECORD.



Know what's below.
Call before you dig.



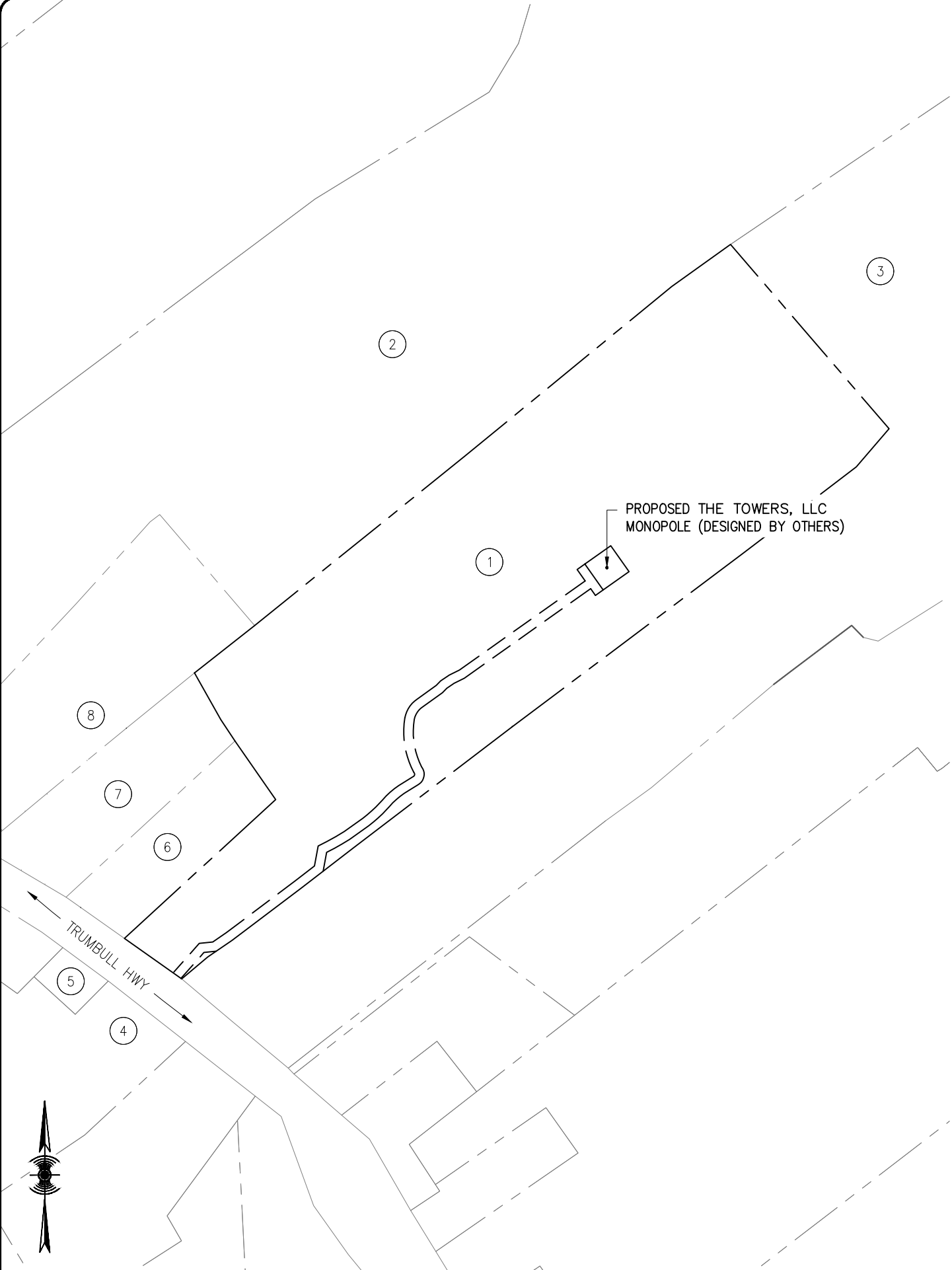
PROJECT SCOPE

THE PROPOSED WORK CONSISTS OF INSTALLING CELLULAR ANTENNA AND RELATED EQUIPMENT ON A PROPOSED MONOPOLE AND THE INSTALLATION OF AN EQUIPMENT PAD WITHIN A PROPOSED FENCED COMPOUND. PROJECT INCLUDES CONSTRUCTION OF A PROPOSED GRAVEL ACCESS AND POWER & FIBER UTILITIES.

SITE INFORMATION

SITE ADDRESS:	1022 TRUMBULL HIGHWAY LEBANON, CT 06249	<h2>GENERAL NOTES</h2> <p>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.</p>
MUNICIPALITY:	TOWN OF LEBANON (NEW LONDON COUNTY)	
COUNTY:	NEW LONDON	
PARCEL ID:	246-10	
ZONING DISTRICT:	RURAL AGRICULTURAL RESIDENCE	<h2>RF DATA NOTE</h2> <p>CONTRACTOR SHALL OBTAIN LATEST RF DATA SHEET AND CONFIRM SAME WITH VERIZON WIRELESS CONSTRUCTION MANAGER PRIOR TO START OF CONSTRUCTION. THESE DRAWINGS ARE BASED ON</p> <p>NEW SITE BUILD</p>
LATITUDE:	41° 37' 59.82" N 41.633283°	
LONGITUDE:	72° 11' 49.03" W -72.196953°	
GROUND ELEVATION:	404± AMSL	
PROPERTY OWNER:	THEODORE CARL REICHARD & KAREN K. BUFFKIN 1022 TRUMBULL HIGHWAY LEBANON, CT 06249	<h2>DO NOT SCALE DRAWINGS</h2> <p>CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME</p>
TOWER OWNER:	THE TOWERS, LLC 750 PARK OF COMMERCE DRIVE, STE 200 BOCA RATON, FL 33487	
APPLICANT:	THE TOWERS, LLC 750 PARK OF COMMERCE DRIVE, STE 200 BOCA RATON, FL 33487	
TENANT:	VERTICAL BRIDGE DEVELOPMENT, LLC 750 PARK OF COMMERCE DRIVE, STE 200 BOCA RATON, FL 33487	

SHEET NO:	DRAWING INDEX
T01	TITLE SHEET
Z-1	ADJOINERS PLAN
Z-2	OVERALL SITE PLAN
Z-3	GRADING PLAN
Z-3.1	GRADING PLAN
Z-3.2	GRADING PLAN
Z-3.3	ENVIRONMENTAL NOTES
Z-3.4	WETLAND MITIGATION NOTES
Z-3.5	WETLAND MITIGATION PLAN
Z-4	COMPOUND & EQUIPMENT PLANS
Z-5	ELEVATION VIEW AND ORIENTATION PLAN
Z-6	DETAILS
Z-7	DETAILS
Z-8	ICE CANOPY & H-FRAME DETAILS
Z-9	CONCRETE PAD DETAILS
Z-10	GENERATOR DETAILS
Z-11	SILT FENCE DETAILS



ID	SECTION-BLOCK-LOT	PROPERTY OWNER	OWNER ADDRESS	PROPERTY ADDRESS
1	246-10	THEODORE CARL REICHARD & KAREN K. BUFFKIN	1022 TRUMBULL HIGHWAY LEBANON, CT 06249	1022 TRUMBULL HIGHWAY LEBANON, CT 06249
2	246-6	CUSHMAN FARMS LIMITED PARTNERSHIP	120 KAHN ROAD FRANKLIN, CT 06254	TRUMBULL HIGHWAY LEBANON, CT 06249
3	247-1	CYNTHIA D. ARONS	P.O. BOX 100 LEBANON, CT 06249	1038 TRUMBULL HIGHWAY LEBANON, CT 06249
4	246-19.001	PRISCILLA GEBBIE	27 YORK RD LEBANON CT 06249	TRUMBULL HIGHWAY LEBANON, CT 06249
5	246-14	SHARON L. GATZKE & ROBERT SCOTT POTTER	1013 TRUMBULL HIGHWAY LEBANON, CT 06249	1013 TRUMBULL HIGHWAY LEBANON, CT 06249
6	246-9	MELISSA J. HAYES	1012 TRUMBULL HIGHWAY LEBANON, CT 06249	1012 TRUMBULL HIGHWAY LEBANON, CT 06249
7	246-8	ERIC D. & ALBERTA O. HAWKINS	1006 TRUMBULL HIGHWAY LEBANON, CT 06249	1006 TRUMBULL HIGHWAY LEBANON, CT 06249
8	246-7	PHILLIP SVEIVEN GRIFFIN	988 TRUMBULL HIGHWAY LEBANON, CT 06249	988 TRUMBULL HIGHWAY LEBANON, CT 06249

QUANTITY OF HOMES WITHIN 1,000': 5 RESIDENTIAL HOMES
DISTANCE TO THE CLOSEST ADJACENT MUNICIPALITY: TOWN OF FRANKLIN ±1.26 MILE

APPLICANT:



THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:



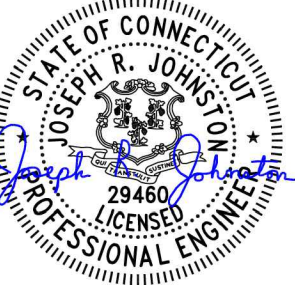
AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:



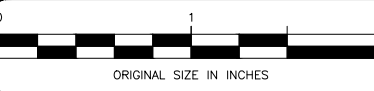
20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:



04/23/25

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REV.	DATE	DRAWN	DESCRIPTION	QA/QC
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1	12/23/24	JLM	PER COMMENTS	ASW
2	03/27/25	JLM	PER COMMENTS	JLM
3	04/23/25	JLM	PER COMMENTS	JLM



PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT
1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

ADJOINERS
PLAN

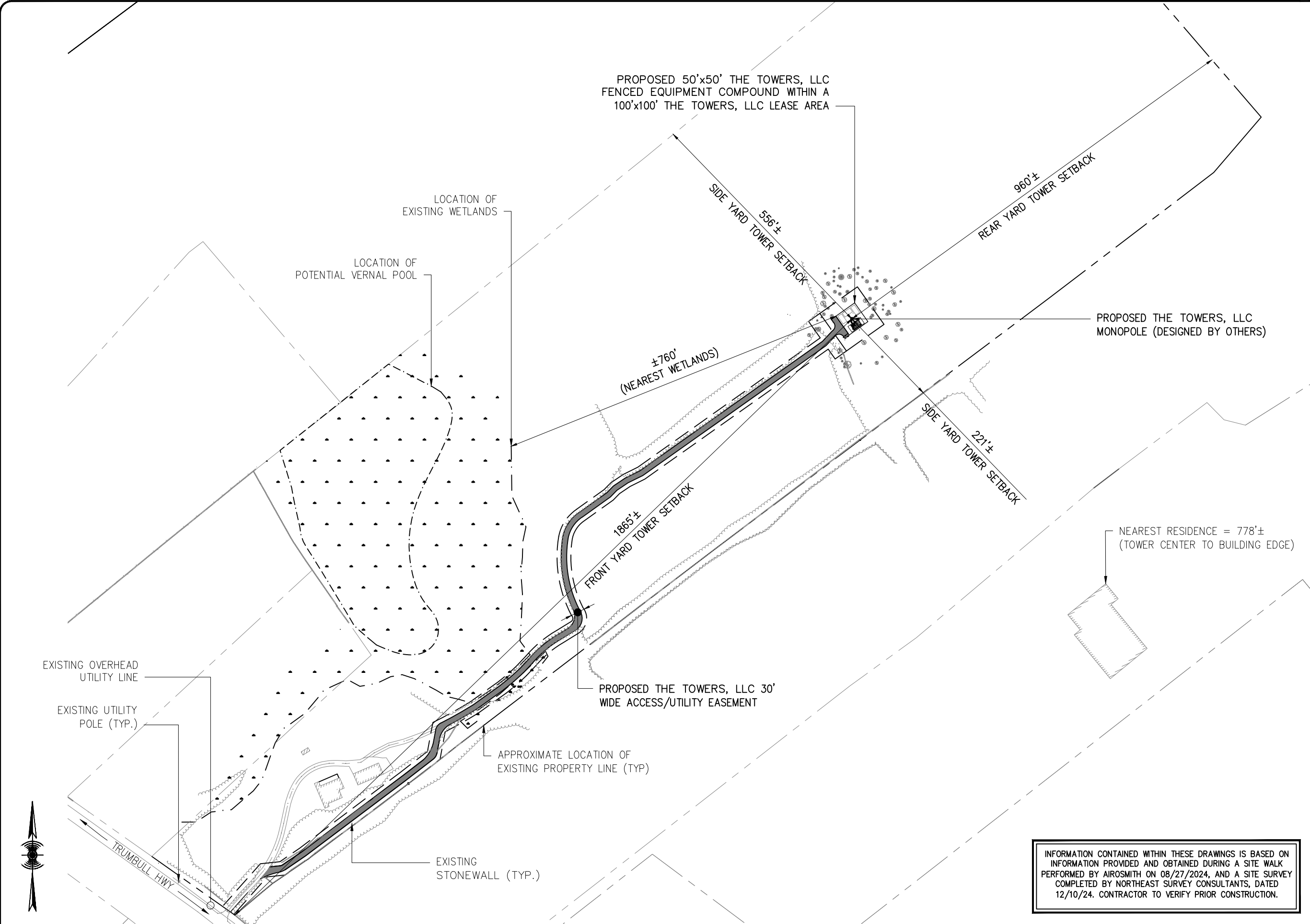
SHEET NUMBER:

Z-1

REVISION:

3

INFORMATION CONTAINED WITHIN THESE DRAWINGS IS BASED ON INFORMATION PROVIDED AND OBTAINED DURING A SITE WALK PERFORMED BY AIROSMITH ON 08/27/2024, AND A SITE SURVEY COMPLETED BY NORTHEAST SURVEY CONSULTANTS, DATED 12/10/24. CONTRACTOR TO VERIFY PRIOR CONSTRUCTION.



APPLICANT:

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:

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WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

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ORIGINAL SIZE IN INCHES

PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT
1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

OVERALL
SITE PLAN

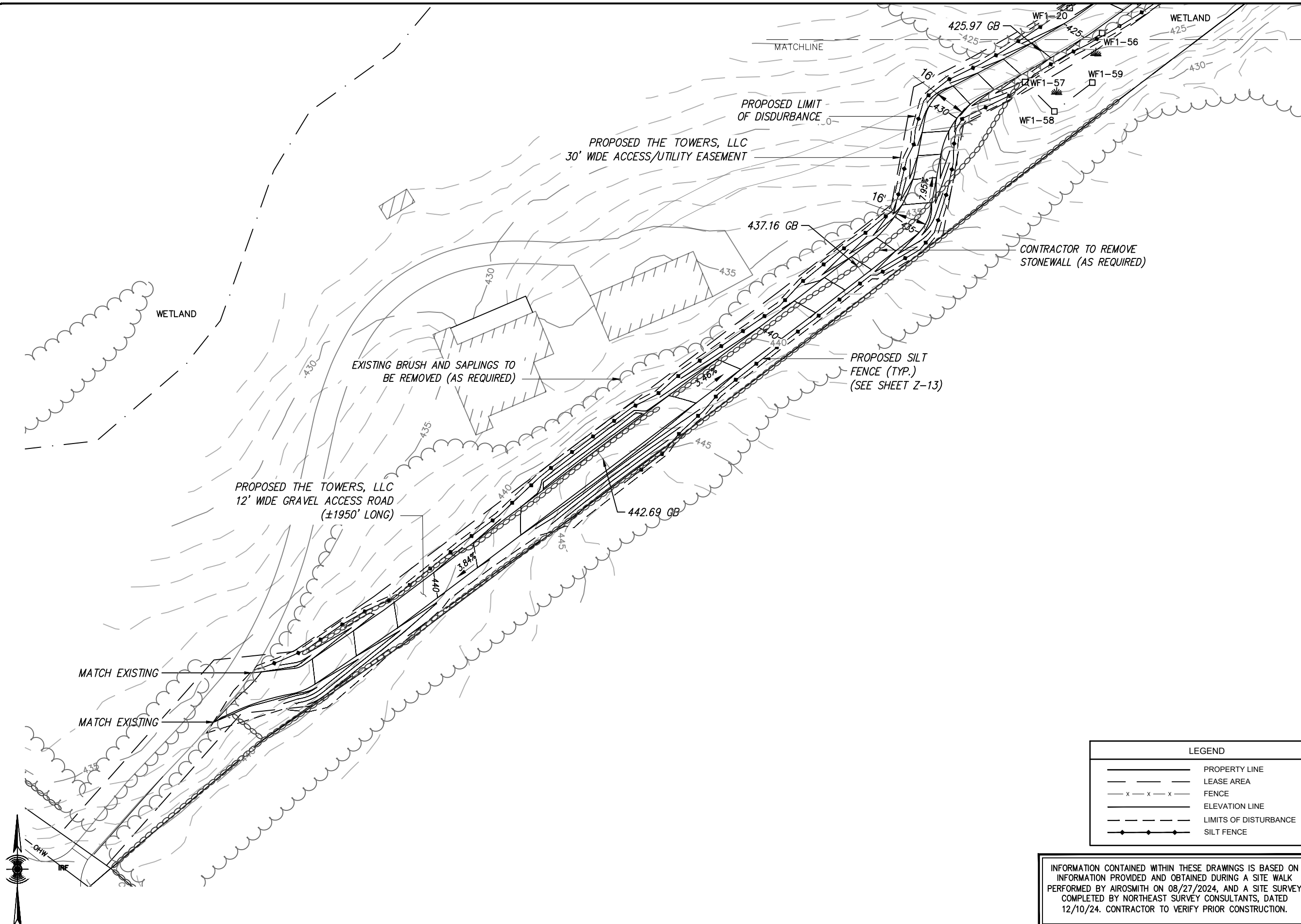
SHEET NUMBER:

Z-2

REVISION:

3

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LEGEND	
	PROPERTY LINE
	LEASE AREA
	FENCE
	ELEVATION LINE
	LIMITS OF DISTURBANCE
	SILT FENCE

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APPLICANT:

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

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PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT
1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

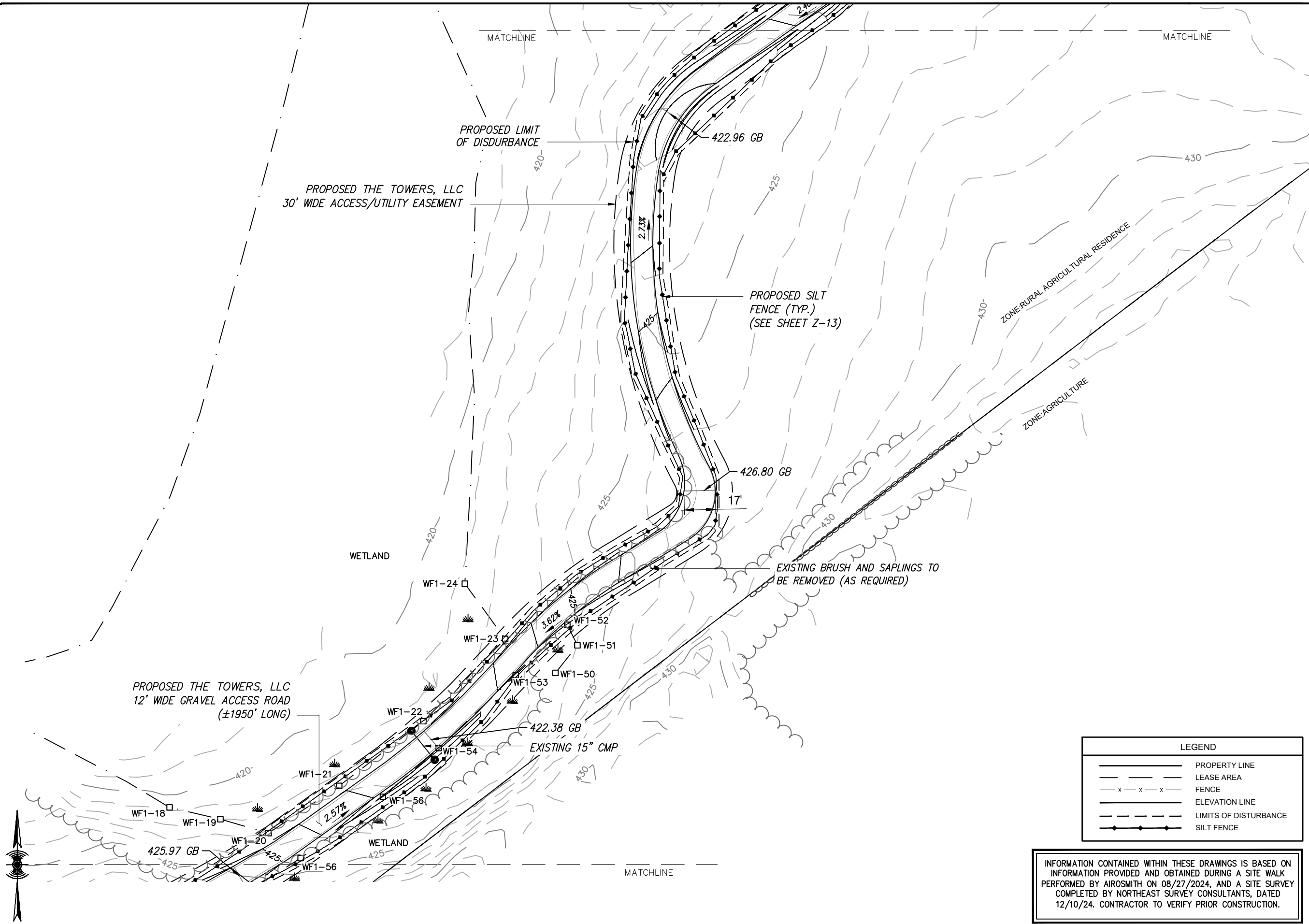
GRADING PLAN

SHEET NUMBER:

Z-3

REVISION:

3



APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING

318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:

verizon

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

STATE OF CONNECTICUT
JOSEPH R. JOHNSTON
29460
LICENSED PROFESSIONAL ENGINEER

04/23/25

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PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

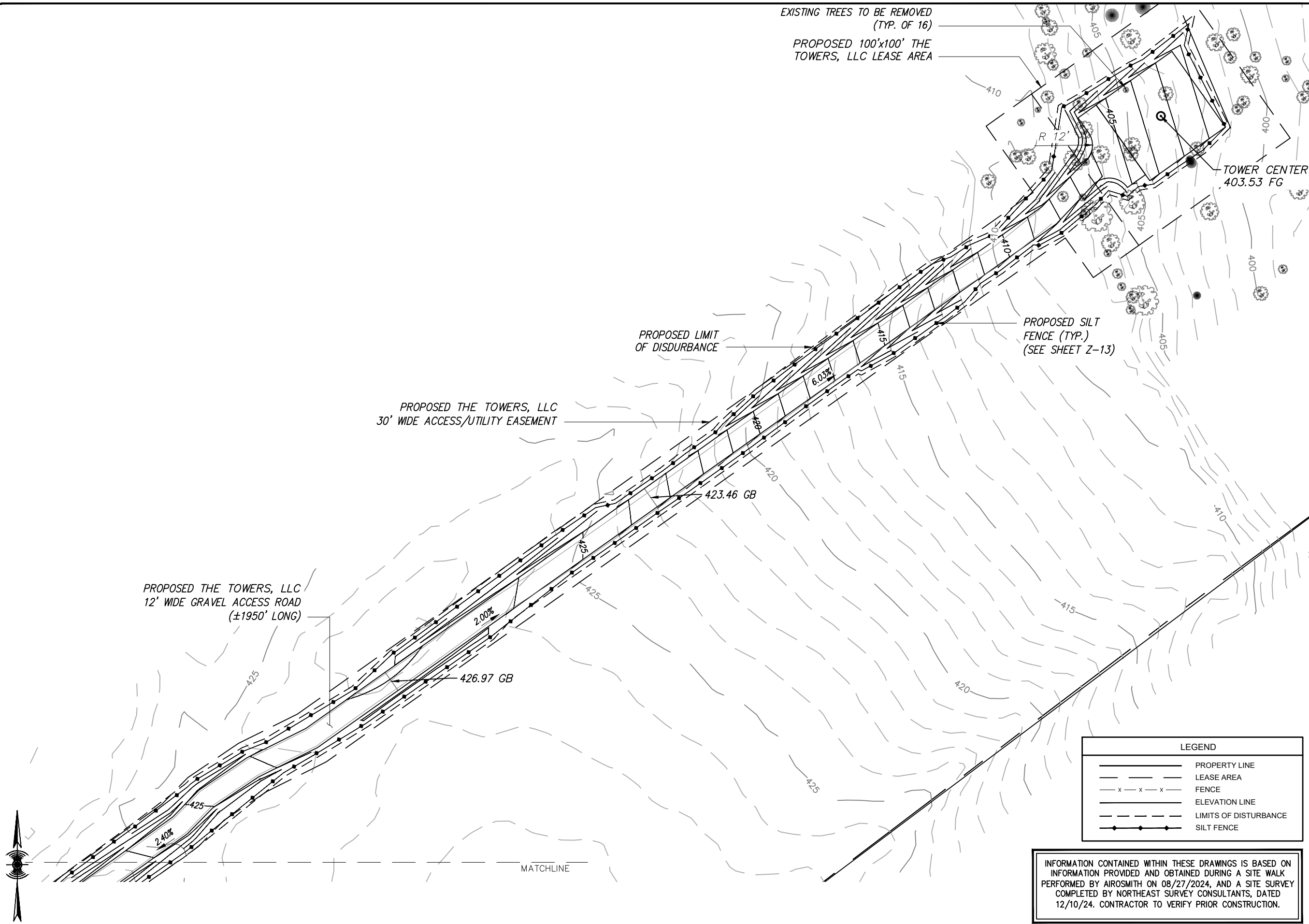
GRADING PLAN

SHEET NUMBER:

Z-3.1

REVISION:

3



APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING

318 WEST AVE.
SARATOGA SPRINGS, NY 12866
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VB NE NSB 1.0

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verizon

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NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

GRADING
PLAN

SHEET NUMBER:

Z-3.2

REVISION:

3

ENVIRONMENTAL NOTES - RESOURCES PROTECTION PROGRAM

WETLAND, VERNAL POOL, AND TRICOLORED BAT PROTECTION MEASURES

AS A RESULT OF THE PROJECT'S LOCATION IN THE VICINITY OF SENSITIVE HABITATS INCLUDING WETLAND RESOURCES AND VERNAL POOL HABITATS AND FEDERAL- AND STATE-LISTED RARE BAT SPECIES TRICOLORED BAT, THE FOLLOWING PROTECTION PROGRAM SHALL BE IMPLEMENTED BY THE CONTRACTOR TO AVOID UNINTENTIONAL IMPACTS TO PROXIMATE WETLAND RESOURCES AND RARE SPECIES DURING CONSTRUCTION ACTIVITIES. DETAILS OF PROTECTION MEASURES TO BE IMPLEMENTED IN ASSOCIATION WITH CONSTRUCTION AND MAINTENANCE OF THE FACILITY ARE PROVIDED BELOW.

IT IS OF THE UTMOST IMPORTANCE THAT THE CONTRACTOR COMPLIES WITH THE REQUIREMENT FOR THE INSTALLATION OF PROTECTIVE MEASURES AND THE EDUCATION OF ITS EMPLOYEES AND SUBCONTRACTORS PERFORMING WORK ON THE PROJECT SITE. THE PROTECTION MEASURES SHALL BE IMPLEMENTED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES UNTIL PERMANENT STABILIZATION OF SITE SOILS HAS OCCURRED.

ALL-POINTS TECHNOLOGY CORPORATION, P.C. ("APT") WILL SERVE AS THE ENVIRONMENTAL MONITOR FOR THIS PROJECT TO ENSURE THAT THESE PROTECTION MEASURES ARE IMPLEMENTED PROPERLY AND WILL PROVIDE AN EDUCATION SESSION ON THE PROJECT'S PROXIMITY TO SENSITIVE WETLANDS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL CONTACT DEAN GUSTAFSON, SENIOR WETLAND SCIENTIST AT APT, AT LEAST 5 BUSINESS DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING. MR. GUSTAFSON CAN BE REACHED BY PHONE AT (860) 552-2033 OR VIA EMAIL AT DGUSTAFSON@ALLPOINTSTECH.COM.

THIS RESOURCES PROTECTION PROGRAM CONSISTS OF SEVERAL COMPONENTS INCLUDING: EDUCATION OF ALL CONTRACTORS AND SUB-CONTRACTORS PRIOR TO INITIATION OF WORK ON THE SITE; INSTALLATION OF EROSION CONTROLS; PETROLEUM MATERIALS STORAGE AND SPILL PREVENTION; PROTECTIVE MEASURES; WETLAND AND VERNAL POOL PROTECTION MEASURES; HERBICIDE, PESTICIDE, AND SALT RESTRICTIONS; AND REPORTING.

1. CONTRACTOR EDUCATION:

- A.

PRIOR TO WORK ON SITE, THE CONTRACTOR SHALL ATTEND AN EDUCATIONAL SESSION AT THE PRE-CONSTRUCTION MEETING WITH APT. THIS ORIENTATION AND EDUCATIONAL SESSION WILL CONSIST OF AN INTRODUCTORY MEETING WITH APT TO EMPHASIZE THE ENVIRONMENTALLY SENSITIVE NATURE OF THE PROJECT, THE VARIOUS WETLAND AND VERNAL POOL RESOURCES, AND THE REQUIREMENT TO DILIGENTLY FOLLOW THE PROTECTIVE MEASURES AS DESCRIBED IN SECTIONS BELOW. WORKERS WILL ALSO BE PROVIDED INFORMATION REGARDING THE IDENTIFICATION OF TURTLES, SNAKES, AND COMMON HERPETOFAUNA THAT COULD BE ENCOUNTERED. THE MEETING WILL FURTHER EMPHASIZE THE NON-AGGRESSIVE NATURE OF THESE SPECIES, THE ABSENCE OF NEED TO DESTROY SUCH ANIMALS AND THE NEED TO FOLLOW PROTECTIVE MEASURES AS DESCRIBED IN FOLLOWING SECTIONS.
- B.

THE CONTRACTOR WILL DESIGNATE A MEMBER OF ITS CREW AS THE PROJECT MONITOR TO BE RESPONSIBLE FOR THE PERIODIC "SWEEPS" FOR TURTLES AND OTHER HERPETOFAUNA WITHIN THE CONSTRUCTION ZONE EACH MORNING AND FOR ANY GROUND DISTURBANCE WORK. THIS INDIVIDUAL WILL RECEIVE MORE INTENSE TRAINING FROM APT ON THE IDENTIFICATION AND PROTECTION OF HERPETOFAUNA IN ORDER TO PERFORM SWEEPS. ANY HERPETOFAUNA DISCOVERED WOULD BE TRANSLOCATED OUTSIDE THE WORK ZONE IN THE GENERAL DIRECTION THE ANIMAL WAS ORIENTED.
- C.

THE CONTRACTOR'S PROJECT MONITOR WILL BE PROVIDED WITH CELL PHONE AND EMAIL CONTACTS FOR APT PERSONNEL. EDUCATIONAL POSTER MATERIALS WILL BE PROVIDED BY APT AND DISPLAYED ON THE JOB SITE TO MAINTAIN WORKER AWARENESS AS THE PROJECT PROGRESSES.
- D.

APT WILL ALSO POST CAUTION SIGNS THROUGHOUT THE PROJECT SITE FOR THE DURATION OF THE CONSTRUCTION PROJECT PROVIDING NOTICE OF THE ENVIRONMENTALLY SENSITIVE NATURE OF THE WORK AREA, THE POTENTIAL FOR ENCOUNTERING VARIOUS AMPHIBIANS AND REPTILES AND PRECAUTIONS TO BE TAKEN TO AVOID INJURY TO OR MORTALITY OF THESE ANIMALS.
- E.

IF ANY RARE SPECIES ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY CEASE ALL WORK, AVOID ANY DISTURBANCE TO THE SPECIES, AND CONTACT APT.

2. EROSION AND SEDIMENTATION CONTROLS/ISOLATION BARRIERS

- A.

PLASTIC NETTING USED IN A VARIETY OF EROSION CONTROL PRODUCTS (I.E., EROSION CONTROL BLANKETS, FIBER ROLLS [WATTLES], REINFORCED SILT FENCE) HAS BEEN FOUND TO ENTANGLE WILDLIFE, INCLUDING REPTILES, AMPHIBIANS, BIRDS AND SMALL MAMMALS. NO PERMANENT EROSION CONTROL PRODUCTS OR REINFORCED SILT FENCE WILL BE USED ON THE PROJECT. TEMPORARY EROSION CONTROL PRODUCTS THAT WILL BE EXPOSED AT THE GROUND SURFACE AND REPRESENT A POTENTIAL FOR WILDLIFE ENTANGLEMENT WILL USE EITHER EROSION CONTROL BLANKETS AND FIBER ROLLS COMPOSED OF PROCESSED FIBERS MECHANICALLY BOUND TOGETHER TO FORM A CONTINUOUS MATRIX (NETLESS) OR NETTING COMPOSED OF PLANAR WOVEN NATURAL BIODEGRADABLE FIBER TO AVOID/MINIMIZE WILDLIFE ENTANGLEMENT.
- B.

EXCLUSIONARY FENCING SHALL BE AT LEAST 20 INCHES TALL AND MUST BE SECURED TO AND REMAIN IN CONTACT WITH THE GROUND AND BE REGULARLY MAINTAINED BY THE CONTRACTOR (AT LEAST BI-WEEKLY AND AFTER MAJOR WEATHER EVENTS) TO SECURE ANY GAPS OR OPENINGS AT GROUND LEVEL THAT MAY LET ANIMAL PASS THROUGH.
- C.

THE EXTENT OF THE EROSION CONTROLS WILL BE AS SHOWN ON THE SITE PLANS. THE CONTRACTOR SHALL HAVE ADDITIONAL SEDIMENTATION AND EROSION CONTROLS STOCKPILED ON SITE SHOULD FIELD OR CONSTRUCTION CONDITIONS WARRANT EXTENDING DEVICES. IN ADDITION TO THE CONTRACTOR MAKING THESE DETERMINATIONS, REQUESTS FOR ADDITIONAL CONTROLS WILL ALSO BE AT THE DISCRETION OF THE ENVIRONMENTAL MONITOR.

- D.

INSTALLATION OF SEDIMENTATION AND EROSION CONTROLS, REQUIRED FOR EROSION CONTROL COMPLIANCE AND CREATION OF A BARRIER TO POSSIBLE MIGRATING/DISPERSING TURTLES, SHALL BE PERFORMED BY THE CONTRACTOR FOLLOWING CLEARING ACTIVITIES AND PRIOR TO ANY EARTHWORK. THE ENVIRONMENTAL MONITOR WILL INSPECT THE WORK ZONE AREA PRIOR TO AND FOLLOWING EROSION CONTROL BARRIER INSTALLATION TO ENSURE THE AREA IS FREE OF AMPHIBIANS AND REPTILES AND DOCUMENT BARRIERS HAVE BEEN SATISFACTORILY INSTALLED. THE INTENT OF THE BARRIER IS TO SEGREGATE THE MAJORITY OF THE WORK ZONE AND ISOLATE IT FROM NESTING/FORAGING/MIGRATING/DISPERSING TURTLES, SNAKES AND OTHER HERPETOFAUNA. OFTENTIMES COMPLETE ISOLATION OF A WORK ZONE IS NOT FEASIBLE DUE TO ACCESSIBILITY NEEDS AND LOCATIONS OF STAGING/MATERIAL STORAGE AREAS, ETC. ALTHOUGH THE BARRIERS MAY NOT COMPLETELY ISOLATE THE WORK ZONE, THEY WILL BE POSITIONED TO DEFLECT MIGRATING/DISPERSAL ROUTES AWAY FROM THE WORK ZONE TO MINIMIZE POTENTIAL ENCOUNTERS WITH TURTLES, SNAKES AND OTHER HERPETOFAUNA.
- E.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS OF THE SEDIMENTATION AND EROSION CONTROLS FOR TEARS OR BREACHES AND ACCUMULATION LEVELS OF SEDIMENT, PARTICULARLY FOLLOWING STORM EVENTS THAT GENERATE A DISCHARGE, AS DEFINED BY AND IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL NOTIFY THE APT ENVIRONMENTAL MONITOR WITHIN 24 HOURS OF ANY BREACHES OF THE SEDIMENTATION AND EROSION CONTROLS AND ANY SEDIMENT RELEASES BEYOND THE PERIMETER CONTROLS THAT IMPACT WETLANDS, WATERCOURSES, OR AREAS WITHIN 100 FEET OF WETLANDS. THE APT ENVIRONMENTAL MONITOR WILL PROVIDE PERIODIC INSPECTIONS OF THE SEDIMENTATION AND EROSION CONTROLS THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES ONLY AS IT PERTAINS TO THEIR FUNCTION TO PROTECT NEARBY WETLANDS. SUCH INSPECTIONS WILL GENERALLY OCCUR ONCE PER MONTH. THE FREQUENCY OF MONITORING MAY INCREASE DEPENDING UPON SITE CONDITIONS, LEVEL OF CONSTRUCTION ACTIVITIES IN PROXIMITY TO SENSITIVE RECEPTORS, OR AT THE REQUEST OF REGULATORY AGENCIES. IF THE ENVIRONMENTAL MONITOR IS NOTIFIED BY THE CONTRACTOR OF A SEDIMENT RELEASE, AN INSPECTION WILL BE SCHEDULED SPECIFICALLY TO INVESTIGATE AND EVALUATE POSSIBLE IMPACTS TO WETLAND RESOURCES.
- F.

THIRD PARTY MONITORING OF SEDIMENTATION AND EROSION CONTROLS WILL BE PERFORMED BY OTHER PARTIES, AS NECESSARY, UNDER APPLICABLE LOCAL, STATE AND/OR FEDERAL REGULATIONS AND PERMIT CONDITIONS.
- G.

NO EQUIPMENT, VEHICLES OR CONSTRUCTION MATERIALS SHALL BE STORED WITHIN 100 FEET OF WETLAND OR WATERCOURSE RESOURCES.
- H.

ALL SILT FENCING AND OTHER EROSION CONTROL DEVICES SHALL BE REMOVED WITHIN 30 DAYS OF COMPLETION OF WORK AND PERMANENT STABILIZATION OF SITE SOILS. IF FIBER ROLLS/WATTLES, STRAW BALES, OR OTHER NATURAL MATERIAL EROSION CONTROL PRODUCTS ARE USED, SUCH DEVICES WILL NOT BE LEFT IN PLACE TO BIODEGRADE AND SHALL BE PROMPTLY REMOVED AFTER SOILS ARE STABLE SO AS NOT TO CREATE A BARRIER TO WILDLIFE MOVEMENT. SEED FROM SEEDING OF SOILS SHOULD NOT SPREAD OVER FIBER ROLLS/WATTLES AS IT MAKES THEM HARDER TO REMOVE ONCE SOILS ARE STABILIZED BY VEGETATION.

PETROLEUM MATERIALS STORAGE AND SPILL PREVENTION

- A.

CERTAIN PRECAUTIONS ARE NECESSARY TO STORE PETROLEUM MATERIALS, REFUEL AND CONTAIN AND PROPERLY CLEAN UP ANY INADVERTENT FUEL OR PETROLEUM (I.E., OIL, HYDRAULIC FLUID, ETC.) SPILL DUE TO THE PROJECT'S LOCATION IN PROXIMITY TO WETLAND RESOURCES.
- B.

IF A SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN FOR THIS PROJECT, PER THE REQUIREMENTS OF 40 CFR 112, HAS BEEN DEVELOPED FOR THIS FACILITY, PLEASE REFER TO THE SPCC FOR SPECIFIC REQUIREMENTS. BASIC REQUIREMENTS FOR PETROLEUM MATERIALS STORAGE AND SPILL PREVENTION ARE PROVIDED BELOW. IN THE EVENT THESE BASIC REQUIREMENTS CONTRADICT THE SPCC, THE CONTRACTOR SHALL RELY ON REQUIREMENTS PROVIDED IN THE SPCC.
- C.

A SPILL CONTAINMENT KIT CONSISTING OF A SUFFICIENT SUPPLY OF ABSORBENT PADS AND ABSORBENT MATERIAL WILL BE MAINTAINED BY THE CONTRACTOR AT THE CONSTRUCTION SITE THROUGHOUT THE DURATION OF THE PROJECT. IN ADDITION, A WASTE DRUM WILL BE KEPT ON SITE TO CONTAIN ANY USED ABSORBENT PADS/MATERIAL FOR PROPER AND TIMELY DISPOSAL OFF SITE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS.
- D.

THE SERVICE OF MACHINERY SHALL NOT OCCUR WITHIN 100 FEET OF WETLANDS OR WATERCOURSES.
- E.

AT A MINIMUM, THE FOLLOWING PETROLEUM AND HAZARDOUS MATERIALS STORAGE AND REFUELING RESTRICTIONS AND SPILL RESPONSE PROCEDURES WILL BE ADHERED TO BY THE CONTRACTOR.
1.

PETROLEUM AND HAZARDOUS MATERIALS STORAGE AND REFUELING
1.

REFUELING OF VEHICLES OR MACHINERY SHALL OCCUR A MINIMUM OF 100 FEET FROM WETLANDS AND SHALL TAKE PLACE ON AN IMPERVIOUS PAD WITH SECONDARY CONTAINMENT DESIGNED TO CONTAIN FUELS.
2.

ANY FUEL OR HAZARDOUS MATERIALS THAT MUST BE KEPT ON SITE SHALL BE STORED ON AN IMPERVIOUS SURFACE UTILIZING SECONDARY CONTAINMENT A MINIMUM OF 100 FEET FROM WETLANDS.
2.

INITIAL SPILL RESPONSE PROCEDURES
1.

STOP OPERATIONS AND SHUT OFF EQUIPMENT.
2.

REMOVE ANY SOURCES OF SPARK OR FLAME.
3.

CONTAIN THE SOURCE OF THE SPILL.
4.

DETERMINE THE APPROXIMATE VOLUME OF THE SPILL.
5.

IDENTIFY THE LOCATION OF NATURAL FLOW PATHS TO PREVENT THE RELEASE OF THE SPILL TO SENSITIVE NEARBY WETLANDS AND VERNAL POOL.
6.

ENSURE THAT FELLOW WORKERS ARE NOTIFIED OF THE SPILL.
3.

SPILL CLEAN UP & CONTAINMENT
1.

OBTAIN SPILL RESPONSE MATERIALS FROM THE ON-SITE SPILL RESPONSE KIT. PLACE ABSORBENT MATERIALS DIRECTLY ON THE RELEASE AREA.
2.

LIMIT THE SPREAD OF THE SPILL BY PLACING ABSORBENT MATERIALS AROUND THE PERIMETER OF THE SPILL.
3.

ISOLATE AND ELIMINATE THE SPILL SOURCE.
4.

CONTACT APPROPRIATE LOCAL, STATE AND/OR FEDERAL AGENCIES, AS NECESSARY.
5.

CONTACT A DISPOSAL COMPANY TO PROPERLY DISPOSE OF CONTAMINATED MATERIALS.

- IV.

REPORTING
1.

COMPLETE AN INCIDENT REPORT.
2.

SUBMIT A COMPLETED INCIDENT REPORT TO LOCAL, STATE AND FEDERAL AGENCIES, AS NECESSARY, INCLUDING THE CONNECTICUT SITING COUNCIL AND TOWN OF LEBANON.

4. WETLAND AND VERNAL POOL PROTECTIVE MEASURES

- A.

A THOROUGH COVER SEARCH OF THE CONSTRUCTION AREA WILL BE PERFORMED BY APT'S ENVIRONMENTAL MONITOR PRIOR TO AND FOLLOWING INSTALLATION OF THE SILT FENCING BARRIER TO REMOVE ANY WILDLIFE FROM THE WORK ZONE PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES. ANY WILDLIFE DISCOVERED WOULD BE TRANSLOCATED OUTSIDE THE WORK ZONE IN THE GENERAL DIRECTION THE ANIMAL WAS ORIENTED. PERIODIC INSPECTIONS WILL BE PERFORMED BY APT'S ENVIRONMENTAL MONITOR THROUGHOUT THE DURATION OF THE CONSTRUCTION, GENERALLY ON A MONTHLY BASIS.
- B.

ANY STORMWATER MANAGEMENT FEATURES, RUTS OR ARTIFICIAL DEPRESSIONS THAT COULD HOLD WATER CREATED INTENTIONALLY OR UNINTENTIONALLY BY SITE CLEARING/CONSTRUCTION ACTIVITIES WILL BE PROPERLY FILLED IN AND PERMANENTLY STABILIZED WITH VEGETATION TO AVOID THE CREATION OF "DECOY POOLS" THAT COULD INTERCEPT AMPHIBIANS POTENTIALLY MOVING THROUGH THE PROJECT AREA. STORMWATER MANAGEMENT FEATURES SUCH AS LEVEL SPREADERS WILL BE CAREFULLY REVIEWED IN THE FIELD TO ENSURE THAT STANDING WATER DOES NOT ENDURE FOR MORE THAN A 24-HOUR PERIOD TO AVOID CREATION OF DECOY POOLS AND MAY BE SUBJECT TO FIELD DESIGN CHANGES. ANY SUCH PROPOSED DESIGN CHANGES WILL BE REVIEWED BY THE DESIGN ENGINEER TO ENSURE STORMWATER MANAGEMENT FUNCTIONS ARE MAINTAINED.
- C.

EROSION CONTROL MEASURES WILL BE REMOVED NO LATER THAN 30 DAYS FOLLOWING FINAL SITE STABILIZATION SO AS NOT TO IMPEDE WILDLIFE MOVEMENTS.

5. BAT PROTECTION PROGRAM

- A.

THE PROPOSED FACILITY IS LOCATED WITHIN SENSITIVE HABITAT KNOWN TO BE USED BY TRICOLORED BAT ("TCB"; PERIMYOTIS SUBFLAVUS), A FEDERALLY PROPOSED ENDANGERED AND STATE ENDANGERED SPECIES. IN ORDER TO PROTECT THIS BAT SPECIES AND PREVENT INCIDENTAL TAKE, PROTECTION MEASURES ARE PROPOSED DURING CONSTRUCTION AND OPERATION OF THE FACILITY.
- B.

TREE CLEARING RESTRICTION - A TIME OF YEAR RESTRICTION ("TOYR") FOR TREE CLEARING RESTRICTS TREE REMOVAL TO OCCUR ONLY BETWEEN AUGUST 16TH/ THROUGH MAY 31ST/, DURING THE BAT'S INACTIVE PUP SEASON, WHEN TCB WOULD LIKELY NOT BE PRESENT IN FORESTED HABITAT ON THE SUBJECT PROPERTY. DO NOT REMOVE TREES BETWEEN JUNE 1ST/ THROUGH AUGUST 15TH/.

HERBICIDE, PESTICIDE, AND SALT RESTRICTIONS

- A.

THE USE OF HERBICIDES AND PESTICIDES AT THE FACILITY SHALL BE MINIMIZED. IF HERBICIDES AND/OR PESTICIDES ARE REQUIRED AT THE FACILITY, THEIR USE WILL BE USED IN ACCORDANCE WITH CURRENT INTEGRATED PEST MANAGEMENT ("IPM") PRINCIPLES WITH PARTICULAR ATTENTION TO AVOID/MINIMIZE APPLICATIONS WITHIN 100 FEET OF WETLAND AND VERNAL POOL RESOURCES. AN EXCEPTION IS ALLOWED FOR INVASIVE PLANT REMOVAL ACTIVITIES.
- B.

MAINTENANCE OF THE FACILITY DURING THE WINTER MONTHS SHALL MINIMIZE THE APPLICATION OF CHLORIDE-BASED DEICERS SALT WITH USE OF MORE ENVIRONMENTALLY FRIENDLY NON-CHLORIDE ALTERNATIVES.

3. REPORTING

- A.

A COMPLIANCE MONITORING REPORT (BRIEF NARRATIVE AND APPLICABLE PHOTOS) DOCUMENTING EACH APT INSPECTION WILL BE SUBMITTED BY APT TO THE PERMITTEE AND ITS CONTRACTOR FOR COMPLIANCE VERIFICATION OF THESE PROTECTION MEASURES. THESE REPORTS ARE NOT TO BE USED TO DOCUMENT COMPLIANCE WITH ANY OTHER PERMIT AGENCY APPROVAL CONDITIONS (I.E., CTDEEP STORMWATER PERMIT MONITORING, ETC.). ANY NON-COMPLIANCE OBSERVATIONS OF EROSION CONTROL MEASURES OR EVIDENCE OF EROSION OR SEDIMENT RELEASE WILL BE IMMEDIATELY REPORTED TO THE PERMITTEE AND ITS CONTRACTOR AND INCLUDED IN THE REPORTS. ANY OBSERVATIONS OF RARE SPECIES, RESOURCE IMPACTS, OR CORRECTIVE ACTIONS WILL BE INCLUDED IN THE REPORTS.
- B.

APT WILL INSPECTION THE SITE TO VERIFY TOYR FOR TREE REMOVAL WAS ADHERED TO AND INCLUDE DOCUMENTATION IN THE REPORT FOR COMPLIANCE VERIFICATION. ANY OBSERVATIONS OF BATS WILL BE INCLUDED IN THE REPORTS.
- C.

FOLLOWING COMPLETION OF THE CONSTRUCTION PROJECT, APT WILL PROVIDE A FINAL COMPLIANCE MONITORING REPORT TO THE PERMITTEE DOCUMENTING IMPLEMENTATION OF THIS WETLAND, VERNAL POOL, AND RARE SPECIES PROTECTION PROGRAM AND MONITORING OBSERVATIONS. THE PERMITTEE IS RESPONSIBLE FOR PROVIDING A COPY OF THE FINAL COMPLIANCE MONITORING REPORT TO THE CONNECTICUT SITING COUNCIL FOR COMPLIANCE VERIFICATION.
- D.

ANY OBSERVATIONS OF RARE SPECIES WILL BE REPORTED TO CTDEEP NDDb BY APT ON THE APPROPRIATE REPORTING FORM, WITH PHOTO-DOCUMENTATION (IF POSSIBLE) AND SPECIFIC INFORMATION ON THE LOCATION AND DISPOSITION OF THE ANIMAL.

APPLICANT:



THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING

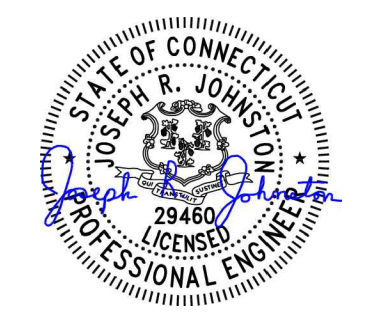
318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:



20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:



04/23/25

DRAWINGS ISSUED FOR:				
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
0	12/11/24	JLM	FOR PERMITTING	ASW
1	12/23/24	JLM	PER COMMENTS	ASW
2	03/27/25	JLM	PER COMMENTS	JLM
3	04/23/25	JLM	PER COMMENTS	JLM



PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

ENVIROMENTAL
NOTES

SHEET NUMBER:

Z-3.3

REVISION:

3

WETLAND RESTORATION AND ENHANCEMENT PLAN

GOALS

1. IMPROVEMENTS TO AN EXISTING FARM ROAD WETLAND CROSSING WILL RESULT IN TOTAL DIRECT WETLAND IMPACTS OF ±1,640 SF (±700 SF TEMPORARY, ±940 SF PERMANENT). THE GOAL OF THE WETLAND RESTORATION AND ENHANCEMENT PLAN ("MITIGATION PLAN") IS TO RESTORE TEMPORARILY DISTURBED WETLANDS AND ENHANCE WETLANDS ADJACENT TO THE EXISTING WETLAND CROSSING TO COMPENSATE FOR UNAVOIDABLE IMPACTS ASSOCIATED WITH IMPROVEMENTS REQUIRED TO THE EXISTING FARM ROAD TO ACCOMMODATE THE PROPOSED PROJECT.
2. WETLAND MITIGATION AREA 1 IS LOCATED ON THE NORTH SIDE OF THE FARM ROAD WETLAND CROSSING AND CURRENTLY INCLUDES A FRINGE OF JAPANESE KNOTWEED, A NON-NATIVE INVASIVE PLANT, ALONG THE NORTH EDGE OF THE ROAD. THIS ±4,500 SF AREA WILL BE TREATED TO CONTROL JAPANESE KNOTWEED AND THEN SEEDED DOWN WITH A NATIVE NEW ENGLAND WETLAND SEED MIX TO REESTABLISH NATIVE WETLAND VEGETATION.
3. WETLAND MITIGATION AREA 2 IS LOCATED ON THE SOUTH SIDE OF THE FARM ROAD WETLAND CROSSING AND CURRENTLY INCLUDES NON-NATIVE INVASIVE WOODY SHRUBS. THIS WETLAND AREA WILL BE ENHANCED WITH THE REMOVAL OF INVASIVE SHRUBS AND PLANTING WITH A VARIETY OF NATIVE SHRUB SPECIES.
4. AREAS OF TEMPORARY WETLAND IMPACTS WILL BE RESTORED USING A NATIVE NEW ENGLAND WETLAND SEED MIX.
5. COLLECTIVELY, THESE WETLAND RESTORATION AND ENHANCEMENT ACTIVITIES WILL RESTORE NATIVE WETLAND VEGETATION ALONG THIS EXISTING FARM ROAD WETLAND CROSSING AND IMPROVE WETLAND FUNCTIONS WITH A FOCUS ON IMPROVING WATER QUALITY AND WILDLIFE HABITAT FUNCTIONS.

GENERAL NOTES

6. ALL-POINTS TECHNOLOGY CORPORATION, P.C. ("APT") WILL SERVE AS THE WETLAND SCIENTIST MONITOR FOR THIS PROJECT TO ENSURE THAT ALL ELEMENTS OF THE WETLAND MITIGATION PLAN ARE IMPLEMENTED PROPERLY. A QUALIFIED WETLAND SCIENTIST WITH APT, WITH EXPERTISE IN WETLAND MITIGATION WILL SUPERVISE ALL ELEMENTS OF THE WETLAND ENHANCEMENT AREA. THE CONTRACTOR SHALL CONTACT DEAN GUSTAFSON, SENIOR WETLAND SCIENTIST AT APT, AT LEAST 5 BUSINESS DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING AND ANY PHASES OF THE WETLAND MITIGATION PLAN. MR. GUSTAFSON CAN BE REACHED AT (860) 552-2033 AND AT DGUSTAFSON@ALLPOINTSTECH.COM.
7. ANY FOREIGN DEBRIS AND LITTER THAT HAS ACCUMULATED ON THE SURFACE THROUGHOUT THE WETLAND MITIGATION PLAN AREA WILL BE REMOVED AND PROPERTY DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
8. PLASTIC MESH SLEEVES AND DEER REPELLANTS WILL BE USED AS NECESSARY TO PROTECT PLANTED SHRUBS FROM EXCESSIVE DEER DAMAGE. PLANTS WITH EXCESSIVE DAMAGE WILL BE REPLACED.
9. A PRE-CONSTRUCTION MEETING WILL BE HELD ON SITE BETWEEN THE APT WETLAND SCIENTIST MONITOR AND CONTRACTOR(S) PERFORMING ALL ASPECTS OF THE WETLAND MITIGATION PLAN. THE PRIMARY INTENT OF THE PRE-APPLICATION MEETING IS TO DISCUSS THE GOALS OF THE WETLAND MITIGATION PLAN AND IMPLEMENTATION OF REQUIRED ELEMENTS NECESSARY TO ACHIEVE THESE GOALS AND SEQUENCE OF ELEMENTS.
10. IT IS ANTICIPATED THAT SOIL DISTURBANCE ASSOCIATED WITH THIS MITIGATION PLAN WILL BE LIMITED TO THE TEMPORARY WETLAND DISTURBANCE AREAS. THE PRIMARY METHOD OF INVASIVE PLANTS REMOVAL WILL CONSIST OF STUMP/STEM CUT AND APPLICATION OF AN APPROPRIATE HERBICIDE WITH NO ROOT BALL REMOVAL, RESULTING IN MINIMAL SOIL DISTURBANCE. ANY EXPOSED SOILS RESULTING FROM THESE ACTIVITIES WILL BE MULCHED AND SEEDED PER THE WETLAND MITIGATION PLAN PLANTING SCHEDULE.
11. THE PRIMARY METHOD OF INVASIVE PLANTS REMOVAL WILL CONSIST OF STUMP OR STEM CUT BY HAND AND APPLICATION OF AN APPROPRIATE HERBICIDE, RESULTING IN MINIMAL SOIL DISTURBANCE. SMALL EQUIPMENT (I.E., TRACK-MOUNTED BOBCAT, MINI EXCAVATOR, ETC.) MAYBE USED TO BRING PLANT STOCK INTO PLANTING AREAS. ANY AREAS OF SOIL DISTURBANCE CAUSED BY THIS OPERATION WILL BE SEEDED WITH THE NEW ENGLAND WET MIX (NEW ENGLAND WETLAND PLANTS, INC, AMHERST, MA (413) 548-8000, OR APPROVED EQUIVALENT) AND COVERED WITH 1 INCH OF WEED FREE STRAW MULCH.

12. THE USE OF FERTILIZER AND PESTICIDES IN THE WETLAND MITIGATION PLAN AREA IS PROHIBITED. HERBICIDE USAGE WILL ONLY OCCUR AS NECESSARY FOR THE CONTROL OF INVASIVE SPECIES AS DETAILED IN THE HERBICIDE USE NOTES.

CONSTRUCTION NOTES

1. INVASIVE SPECIES LOCATED WITHIN THE MITIGATION AREA INCLUDING BUT NOT LIMITED TO MULTIFLORA ROSE (ROSA MULTI FLORA), BUSH HONEYSUCKLE (LONICERA SP.), AND JAPANESE KNOTWEED (REYNOUTRIA JAPONICA) WILL BE REMOVED WITH HAND EQUIPMENT BY CUTTING THE SHRUB/STEM DOWN TO THE STEM BASE AND TREATING THE CUT STEMS WITH HERBICIDE AS SPECIFIED IN THE HERBICIDE USE NOTES. HERBICIDE APPLICATIONS WILL BE CONDUCTED BY A STATE-LICENSED INDIVIDUAL. THE CONTRACTOR IS RESPONSIBLE FOR SECURING NECESSARY LOCAL, STATE AND/OR FEDERAL PERMITS, INCLUDING A PERMIT FROM MADEP TO APPLY THE HERBICIDE, AS REQUIRED.
2. SOIL EXPOSED AS A RESULT OF NATIVE SPECIES PLANTING ACTIVITIES WILL BE UNDER SOWN WITH THE NEW ENGLAND WET MIX (NEW ENGLAND WETLAND PLANTS, INC, AMHERST, MA (413) 548-8000, OR APPROVED EQUIVALENT). THIS SEED MIX WILL PROVIDE A PERMANENT COVER OF GRASSES AND FORBS TO PROVIDE BOTH GOOD EROSION CONTROL AND WILDLIFE HABITAT VALUE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CAREFUL INSTALLATION, MAINTENANCE (INCLUDING WATERING), AND ESTABLISHMENT OF NATIVE SHRUB AND HERBACEOUS PLANT MATERIAL IN THE WETLAND ENHANCMENT AREA. ALL PLANT MATERIALS INSTALLED SHALL MEET OR EXCEED THE SPECIFICATIONS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN. ALL PLANTS SHALL BE GUARANTEED BY THE CONTRACTOR TO REMAIN ALIVE AND HEALTHY FOR A FULL TWELVE (12) MONTH PERIOD.

4. THE SPECIES, SIZE, AND QUANTITY OF THE PLANTINGS WILL FOLLOW THE WETLAND ENHANCEMENT PLANTING SCHEDULE. PRIOR TO DELIVERY TO THE SITE, THE APT WETLAND SCIENTIST MONITOR MAY VISIT THE NURSERY PROVIDING THE PLANTING STOCK TO ENSURE THAT THE SPECIMENS ARE HEALTHY, FREE FROM PESTS, AND SUITABLE FOR USE WITHIN THE ENHANCMENT AREAS. UNSUITABLE SPECIMENS WILL BE REJECTED AND REPLACED WITH SUITABLE SPECIMENS. THE APT WETLAND SCIENTIST MUST APPROVE ANY PLANTING SUBSTITUTIONS IN CONSULTATIONS WITH THE LEBANON WETLAND AGENT. ALL SHRUBS WILL BE CONTAINER-GROWN. PLANTING WITHIN THE ENHANCMENT AREA SHALL CONFORM TO THE PLANS OR WILL BE COMPLETED IN ACCORDANCE WITH DIRECTIONS PROVIDED IN THE FIELD BY THE APT WETLAND SCIENTIST MONITOR. ONLY PLANT MATERIALS NATIVE AND INDIGENOUS TO THE REGION SHALL BE USED.

5. PLANTINGS PER THE PLANTING SCHEDULE SHALL OCCUR ONCE ALL INVASIVE PLANT CONTROL ACTIVITIES HAVE BEEN COMPLETED THAT INCLUDES A MINIMUM TWO WEEK WAITING PERIOD FOLLOWING THE LAST HERBICIDE APPLICATIONS TO AVOID IMPACTING THE NATIVE PLANTINGS.

6. ALL PLANTINGS TO BE SPACED GENERALLY AS NOTED ON THE PLANTING SCHEDULE WITH ASSISTANCE FROM THE APT WETLAND SCIENTIST TO SIMULATE NATURAL GROWTH PATTERNS. THE PLANT QUANTITIES NOTED ON THE RESTORATION AND ENHANCEMENT AREA PLANTING SCHEDULE REPRESENT THE MINIMUM QUANTITIES REQUIRED.

7. UPON COMPLETION OF PLANTING, SHRUBS SHALL BE MULCHED 1 FOOT FROM THE BASE WITH A 2-3 INCH THICK LAYER OF WEED FREE STRAW OR OTHER NATURAL ORGANIC MATERIAL FREE OF WEED SEEDS AND INVASIVE SPECIES.

INVASIVE PLANT TREATMENT HERBICIDE NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING REQUIREMENTS FOR INVASIVE SHRUB AND JAPANESE KNOTWEED REMOVAL ACTIVITIES WITHIN THE WETLAND MITIGATION AREA.
2. ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING HERBICIDE USE, APPLICATOR PERMIT AND POSTING REQUIREMENTS SHALL BE FOLLOWED.
3. ALL HERBICIDE APPLICATIONS SHALL BE PERFORMED BY A STATE LICENSED INDIVIDUAL.
4. CERTIFICATIONS, LICENSES AND PERMITS SHALL BE PROVIDED TO THE APT WETLAND SCIENTIST MONITOR BY THE LICENSED APPLICATOR AT LEAST 5 BUSINESS DAYS PRIOR TO THE START OF HERBICIDE APPLICATION.
5. ALL HERBICIDES SHALL BE MIXED WITH A DYE APPROVED BY U.S. EPA FOR USE AS HERBICIDE ADJUVANTS, SUCH AS TURFMARK® DYE OR EQUIVALENT IN ORDER TO VISUALLY CONFIRM PROPER TREAMTENT HAS BEEN APPLIED.
6. ONLY NONIONIC SURFACTANTS SHALL BE ADDED TO THE SPECIFIED HERBICIDES.
7. WOODY INVASIVE SHRUBS PRIMARILY INCLUDE BUT ARE NOT LIMITED TO MULTIFLORA ROSE (ROSA MULTIFLORA) AND BUSH HONEYSUCKLE (LONICERA SP.) SHALL BE TREATED WITH A CUT-STUMP TREATMENT METHOD AS FOLLOWS:
- a. MULTIFLORA ROSE IS SUSCEPTIBLE TO BOTH GLYPHOSATE AND TRICLOPYR. TRICLOPYR CAN BE APPLIED STARTING IN SPRING BEFORE OR DURING FLOWERING. GLYPHOSATE IS MOST EFFECTIVE WHEN APPLIED AFTER FLOWERING (EARLY SUMMER) UNTIL EARLY FALL.

b. SPRAY BUSH HONEYSUCKLES WITH GLYPHOSATE OR TRICLOPYR IN LATE SUMMER TO MID FALL. CUT-STUMP TREATMENTS WITH GLYPHOSATE OR TRICLOPYR ARE EFFECTIVE THROUGHOUT THE YEAR EXCEPT EARLY SPRING.

c. STUMPS/STEMS SHALL RECEIVE AN APPLICATION OF THE HERBICIDE USING A HAND APPLICATOR METHOD (PAINT BRUSH, SPONGE, OR EQUIVALENT) OR LOW VOLUME FOCUSED SPRAYER WITHIN 15 MINUTES OF STEM CUTTING.
8. JAPANESE KNOTWEED (REYNOUTRIA JAPONICA) SHALL BE TREATED AS FOLLOWS:

- a. LATE JUNE - CUT DOWN STALKS

b. ALLOW KNOTWEED TO REGROW

c. AFTER AUGUST 1, SPRAY KNOTWEED WITH ROUNDUP [GLYPHOSATE (41%)] @ 2.5 FL. OZ./GAL.

POST-CONSTRUCTION MONITORING NOTES

1. THE WETLAND MITIGATION AREA WILL BE ASSESSED USING THREE SUCCESS STANDARDS. EACH STANDARD IS DESCRIBED BELOW. SUCCESS STANDARD 1: AT LEAST 50% OF THE SURFACE AREA DOMINATED BY JAPANESE KNOTWEED WITHIN THE UNDERSTORY OF THE MITIGATION AREA SHOULD BE REESTABLISHED WITH NATIVE SPECIES. 2: PLANTED SHRUBS ALONG THE EASTERN ACCESS ROAD SHOULD BE CHECKED TO ENSURE THAT NO MORE THAN 20% MORTALITY WAS EXPERIENCED OF PLANTED SPECIES. SUCCESS STANDARD 3: SOILS WITHIN THE MITIGATION AREA DISTURBED DURING IMPLEMENTATION OF THIS PLAN ARE PERMANENTLY STABILIZED.
2. A REPORT WILL BE PREPARED DOCUMENTING IMPLEMENTATION OF THE WETLAND MITIGATION AREA PLAN, INCLUDING INVASIVE PLANT TREATMENTS AND PLANTING OF NATIVE SPECIES.
3. MONITORING OF THE WETLAND MITIGATION AREA WILL BE PERFORMED FOR A PERIOD OF TWO YEARS STARTING THE FIRST FULL GROWING FOLLOWING COMPLETION OF THE INVASIVE PLANT TREATMENT AND NATIVE PLANTING ACTIVITIES. MONITORING WILL GENERALLY OCCUR TWICE EACH GROWING SEASON, ONCE IN THE SPRING AND AGAIN IN THE LATE SUMMER/EARLY FALL. AN ANNUAL MONITORING REPORT WILL PROVIDE AN ASSESSMENT OF CONDITIONS OF THE ENHACEMENT AREA, MEASURING SUCCESS AGAINST THE THREE SUCCESS STANDARDS. THE MONITORING REPORT WILL INCLUDE REPRESENTATIVE PHOTOGAPHS, THE PERCENT SURVIVAL OF PLANTED SHRUBS WILL ALSO INCLUDE OBSERVATIONS OF VEGETATION HEALTH AND DEVELOPMENT. THE REPORT WILL ALSO DOCUMENT CORRECTIVE ACTIONS TAKEN TO ADDRESS NON-COMPLIANCE WITH THE SUCCESS STANDARDS. IF FOLLOWING COMPLETION OF THIS MONITORING PERIOD NOT ALL OF THE SUCCESS STANDARDS ARE SATISFIED, RECOMMENDATIONS FOR ADDITIONAL MONITORING/CORRECTIVE ACTIONS WILL BE INCLUDED IN THE FINAL REPORT.

APPLICANT:



THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING


318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:



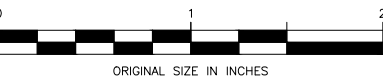
20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:



04/23/25

DRAWINGS ISSUED FOR:				
REV.	DATE	DRAWN	DESCRIPTION	QA/QC
0	12/11/24	JLM	FOR PERMITTING	ASW
1	12/23/24	JLM	PER COMMENTS	ASW
2	03/27/25	JLM	PER COMMENTS	JLM
3	04/23/25	JLM	PER COMMENTS	JLM



PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

WETLAND MITIGATION
NOTES

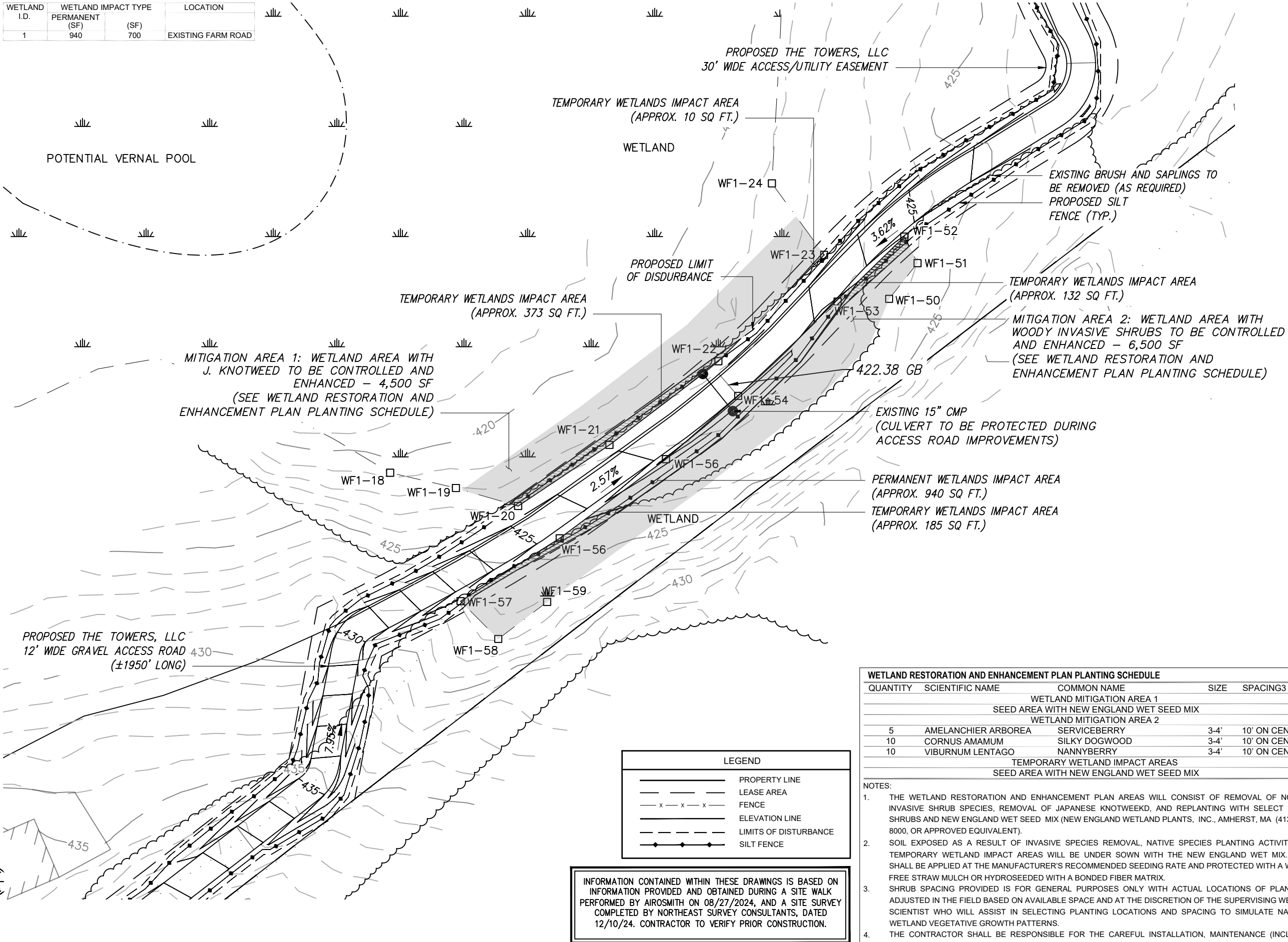
SHEET NUMBER:

Z-3.4

REVISION:

3

WETLAND I.D.	WETLAND IMPACT TYPE		LOCATION
	PERMANENT (SF)	(SF)	
1	940	700	EXISTING FARM ROAD



LEGEND	
	PROPERTY LINE
	LEASE AREA
	FENCE
	ELEVATION LINE
	LIMITS OF DISTURBANCE
	SILT FENCE

INFORMATION CONTAINED WITHIN THESE DRAWINGS IS BASED ON INFORMATION PROVIDED AND OBTAINED DURING A SITE WALK PERFORMED BY AIROSMITH ON 08/27/2024, AND A SITE SURVEY COMPLETED BY NORTHEAST SURVEY CONSULTANTS, DATED 12/10/24. CONTRACTOR TO VERIFY PRIOR CONSTRUCTION.

WETLAND RESTORATION AND ENHANCEMENT PLAN PLANTING SCHEDULE				
QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING3
WETLAND MITIGATION AREA 1				
SEED AREA WITH NEW ENGLAND WET SEED MIX				
WETLAND MITIGATION AREA 2				
5	AMELANCHIER ARBorea	SERVICEBERRY	3-4'	10' ON CENTER
10	CORNUS AMAMUM	SILKY DOGWOOD	3-4'	10' ON CENTER
10	VIBURNUM LENTAGO	NANNYBERRY	3-4'	10' ON CENTER
TEMPORARY WETLAND IMPACT AREAS				
SEED AREA WITH NEW ENGLAND WET SEED MIX				

- NOTES:
- THE WETLAND RESTORATION AND ENHANCEMENT PLAN AREAS WILL CONSIST OF REMOVAL OF NON-NATIVE INVASIVE SHRUB SPECIES, REMOVAL OF JAPANESE KNOTWEED, AND REPLANTING WITH SELECT NATIVE SHRUBS AND NEW ENGLAND WET SEED MIX (NEW ENGLAND WETLAND PLANTS, INC., AMHERST, MA (413) 548-8000, OR APPROVED EQUIVALENT).
 - SOIL EXPOSED AS A RESULT OF INVASIVE SPECIES REMOVAL, NATIVE SPECIES PLANTING ACTIVITIES, AND TEMPORARY WETLAND IMPACT AREAS WILL BE UNDER SOWN WITH THE NEW ENGLAND WET MIX. SEED MIX SHALL BE APPLIED AT THE MANUFACTURER'S RECOMMENDED SEEDING RATE AND PROTECTED WITH A WEED-FREE STRAW MULCH OR HYDROSEEDING WITH A BONDED FIBER MATRIX.
 - SHRUB SPACING PROVIDED IS FOR GENERAL PURPOSES ONLY WITH ACTUAL LOCATIONS OF PLANTS TO BE ADJUSTED IN THE FIELD BASED ON AVAILABLE SPACE AND AT THE DISCRETION OF THE SUPERVISING WETLAND SCIENTIST WHO WILL ASSIST IN SELECTING PLANTING LOCATIONS AND SPACING TO SIMULATE NATURAL WETLAND VEGETATIVE GROWTH PATTERNS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CAREFUL INSTALLATION, MAINTENANCE (INCLUDING WATERING), AND ESTABLISHMENT OF THE PLANT MATERIAL.

APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING

318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:

verizon

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

STATE OF CONNECTICUT
JOSEPH R. JOHNSTON
29460
LICENSED PROFESSIONAL ENGINEER

04/23/25

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US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

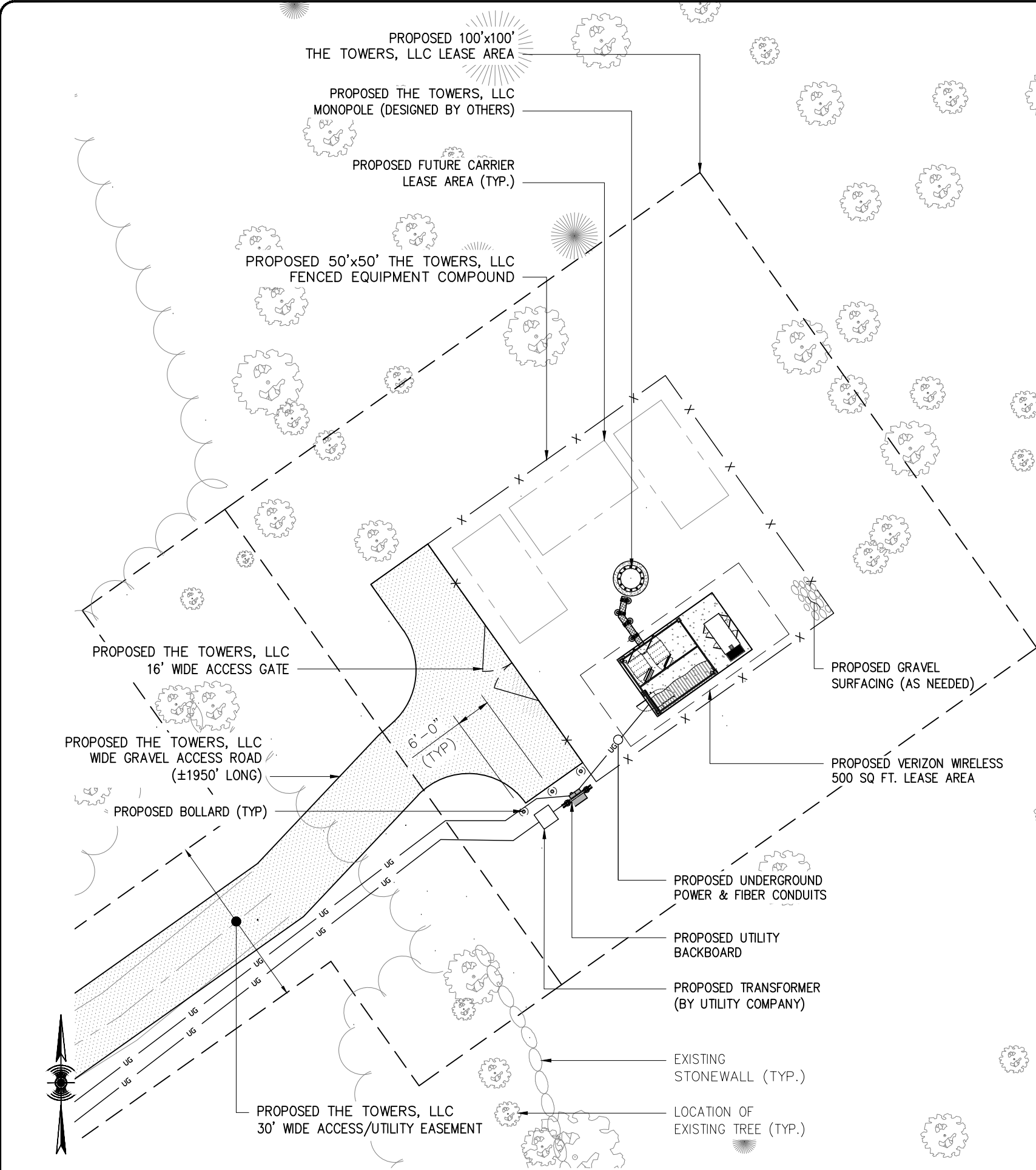
WETLAND MITIGATION
PLAN

SHEET NUMBER:

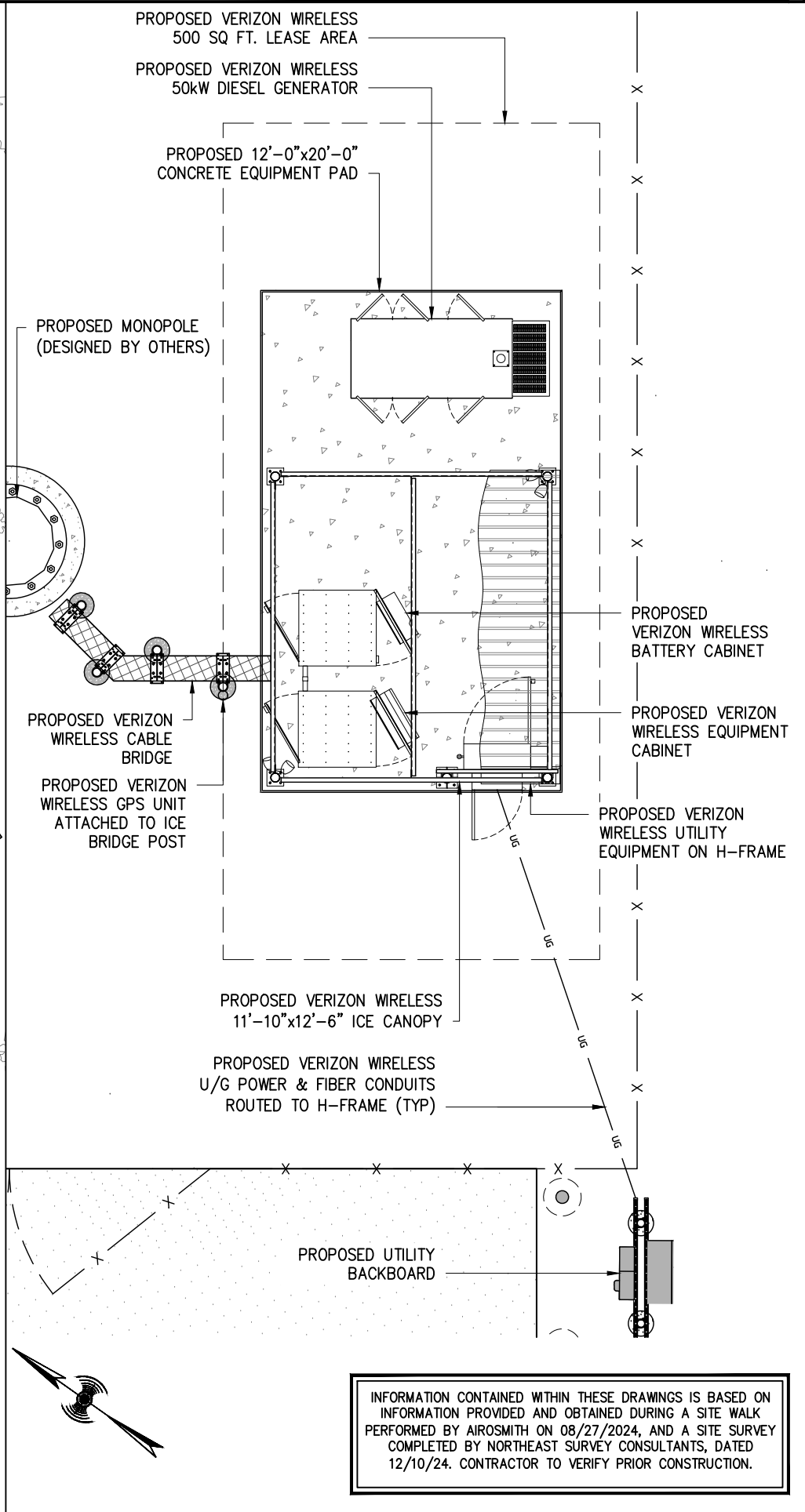
Z3.5

REVISION:

3



1 COMPOUND PLAN
SCALE: 1" = 20' (11"x17"), 1" = 10' (22"x34")



2 EQUIPMENT PLAN
SCALE: 1" = 6' (11"x17"), 1" = 3' (22"x34")

APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

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NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

COMPOUND & EQUIPMENT PLANS

SHEET NUMBER:

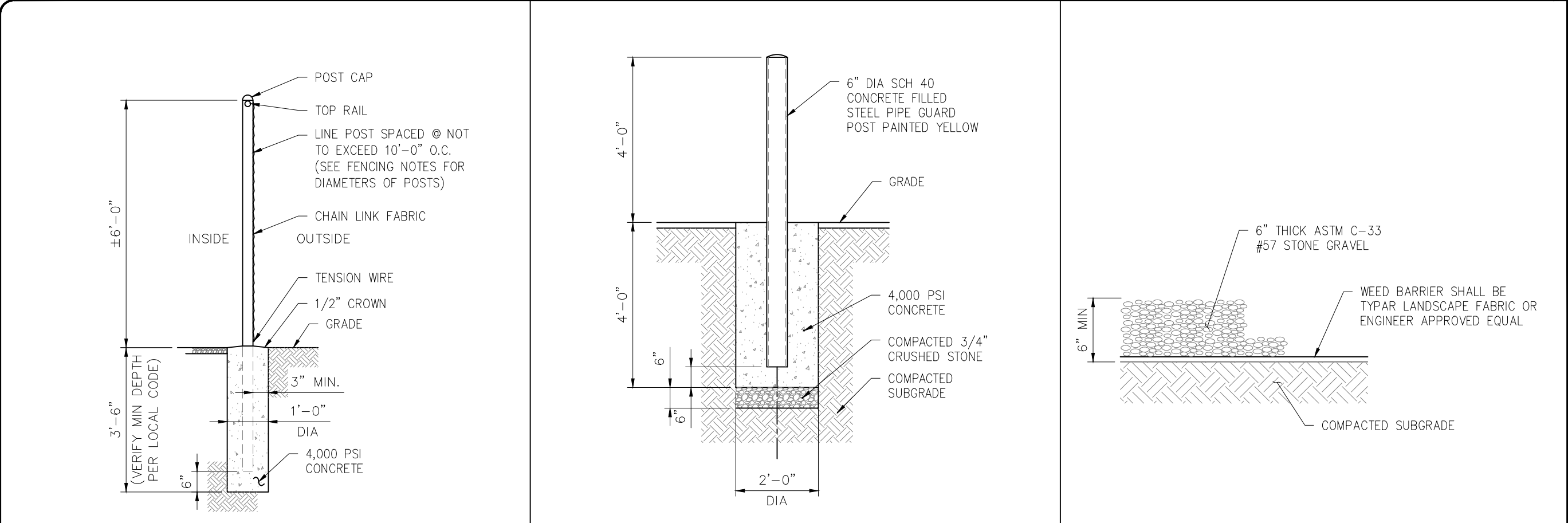
Z-4

REVISION:

3

INFORMATION CONTAINED WITHIN THESE DRAWINGS IS BASED ON INFORMATION PROVIDED AND OBTAINED DURING A SITE WALK PERFORMED BY AIROSMITH ON 08/27/2024, AND A SITE SURVEY COMPLETED BY NORTHEAST SURVEY CONSULTANTS, DATED 12/10/24. CONTRACTOR TO VERIFY PRIOR CONSTRUCTION.

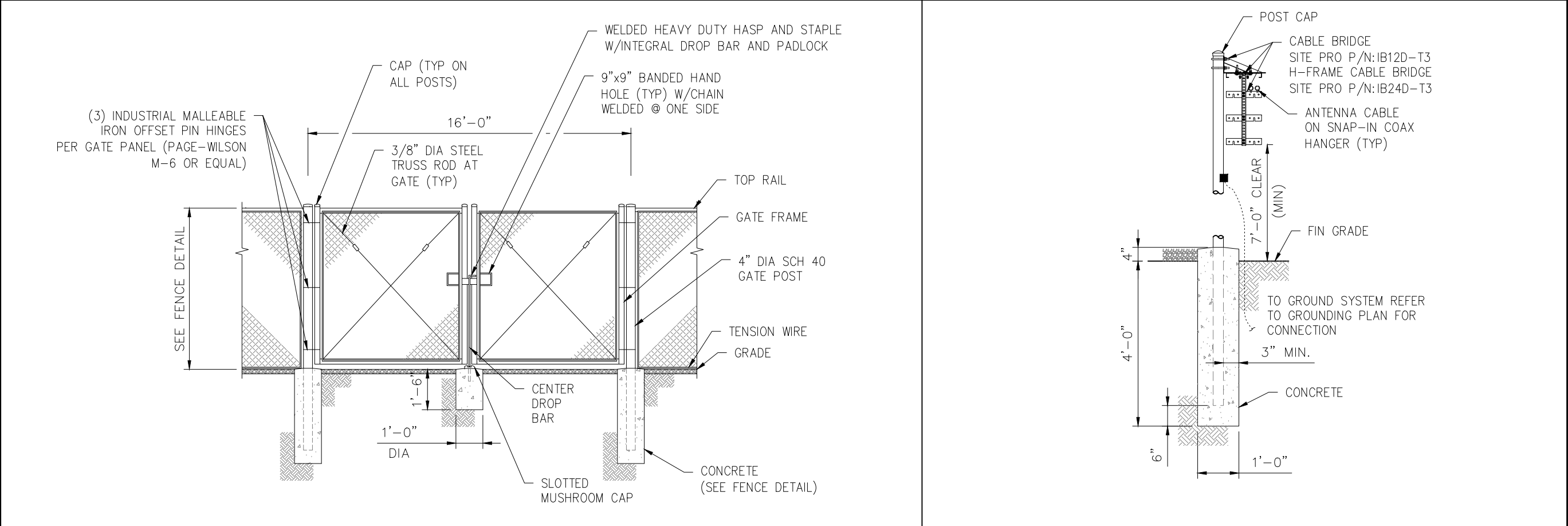
SCALE: 1" = 4' (11"x17"), 1" = 2' (22"x34")



1 FENCE DETAIL SCALE: NOT TO SCALE

2 BOLLARD DETAIL SCALE: NOT TO SCALE

3 GRAVEL SURFACING DETAIL SCALE: NOT TO SCALE



4 DOUBLE GATE DETAIL (AS NEEDED) SCALE: NOT TO SCALE

5 CABLE BRIDGE DETAIL SCALE: NOT TO SCALE

APPLICANT: **verticalbridge**
THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM: **AIROSMITH**
AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
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SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER: **verizon**
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PROFESSIONAL STAMP: **JOSEPH R. JOHNSTON**
29460
LICENSED PROFESSIONAL ENGINEER
04/23/25

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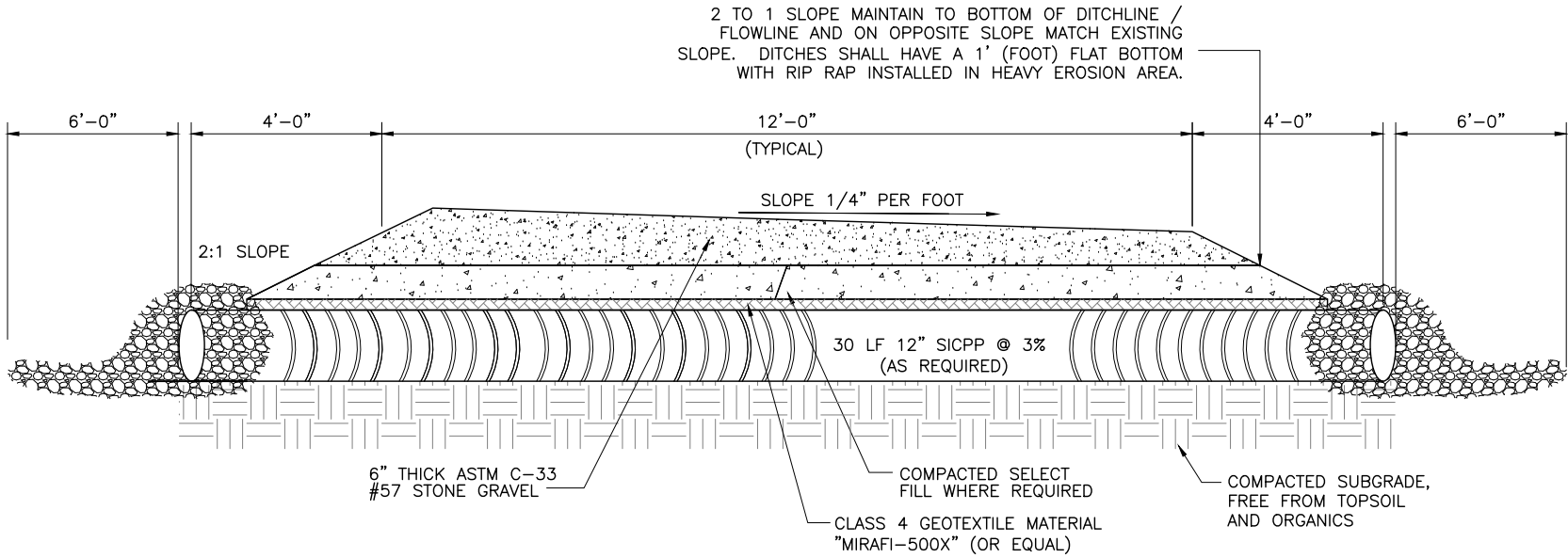
0 1 2
ORIGINAL SIZE IN INCHES

PROJECT INFORMATION: **SITE:**
US-CT-5043
LEBANON 2 CT
1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE: **DETAILS**

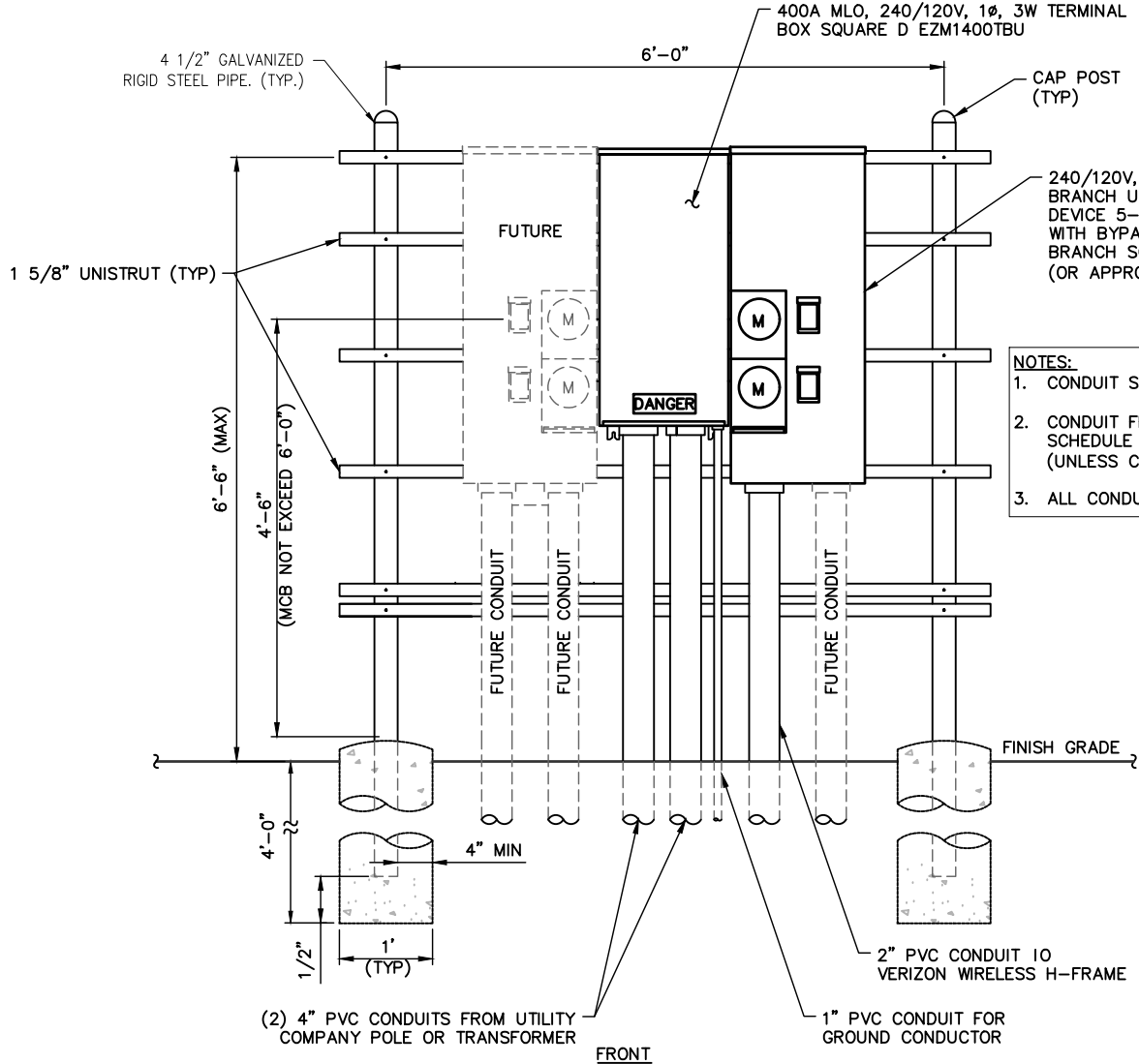
SHEET NUMBER: **Z-6** REVISION: **3**

NOTES:
-USE OF SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.
-AGGREGATE IS BASED ON STANDARD AASHTO.
-PIPE SHALL BE AT A MINIMUM OF 4' LONGER THEN ACCESS ROAD WIDTH ON EACH SIDE FOR PROPER SHOULDERING.
-ALL CROSSDRAINS SHALL BE INSTALLED ON A 45° ANGLE WITH THE FALL OF THE GRADE.

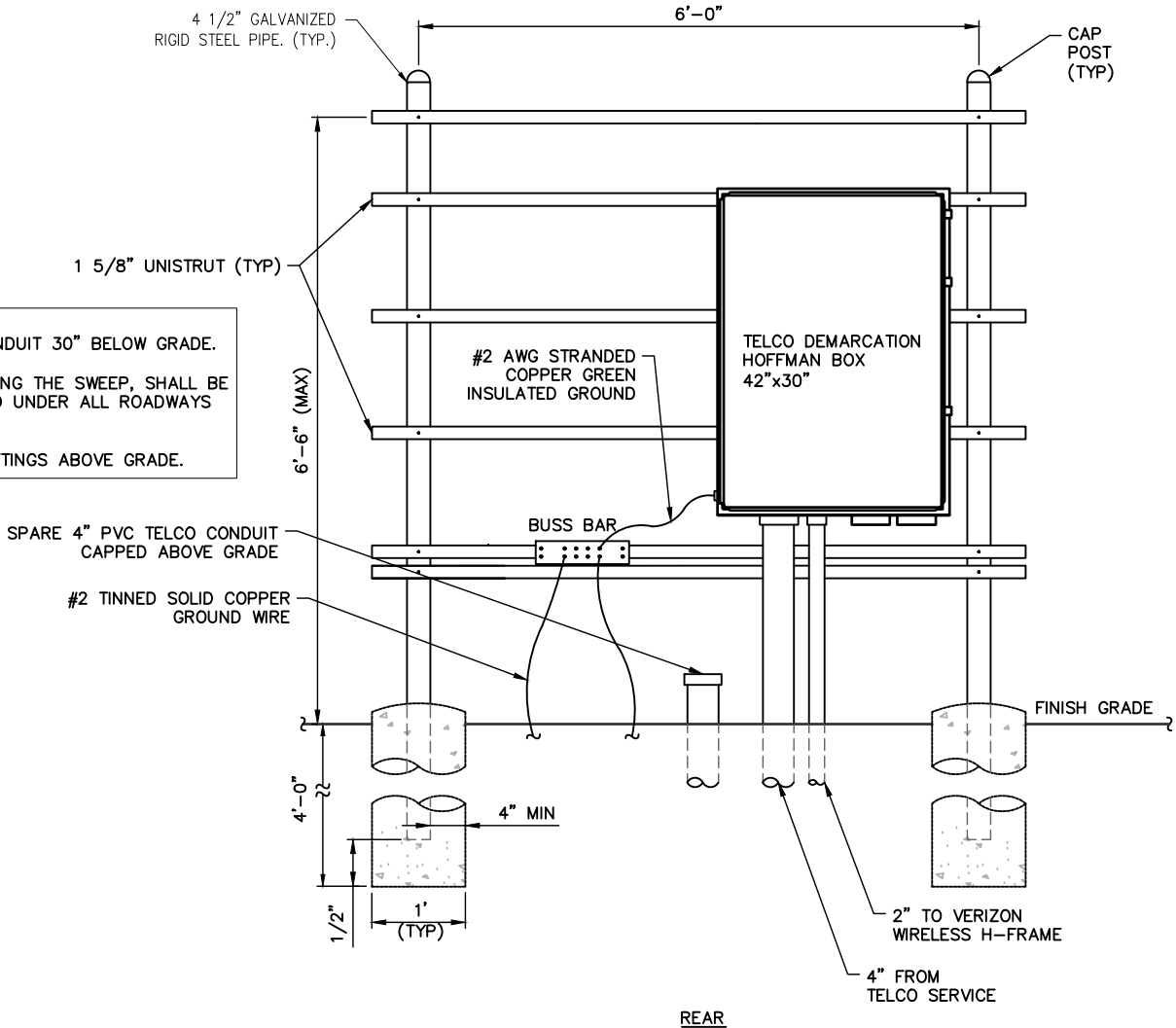


1 DRIVEWAY SECTION DETAIL

SCALE: NOT TO SCALE



NOTES:
1. CONDUIT SHALL BE SCHEDULE 40 PVC CONDUIT 30" BELOW GRADE.
2. CONDUIT FROM 30" BELOW GRADE, INCLUDING THE SWEEP, SHALL BE SCHEDULE 80 PVC FOR ABOVE GRADE AND UNDER ALL ROADWAYS (UNLESS CONCRETE ENCASED).
3. ALL CONDUITS SHALL HAVE EXPANSION FITTINGS ABOVE GRADE.



2 UTILITY BACKBOARD DETAIL

SCALE: NOT TO SCALE

APPLICANT:
verticalbridge
THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:
AIROSMITH
AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:
verizon
20 ALEXANDER DRIVE
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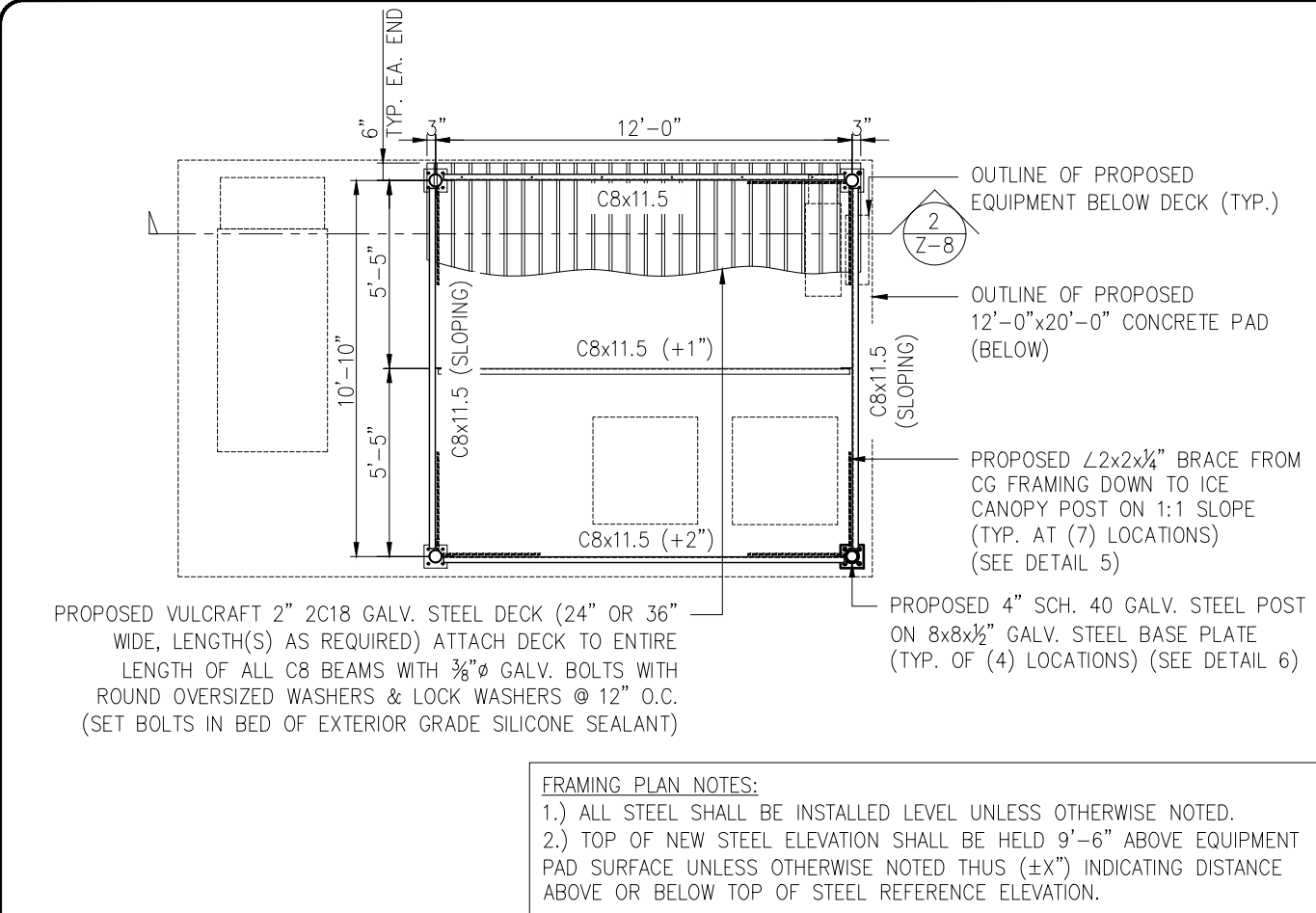


PROJECT INFORMATION:
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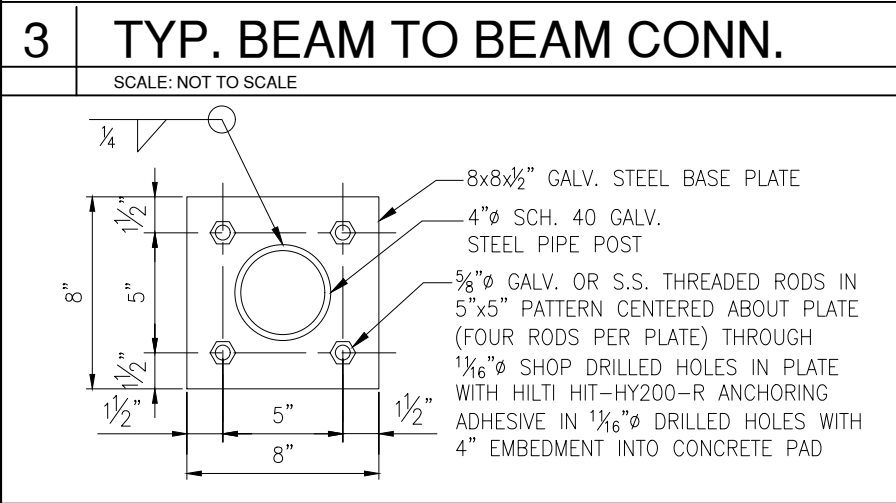
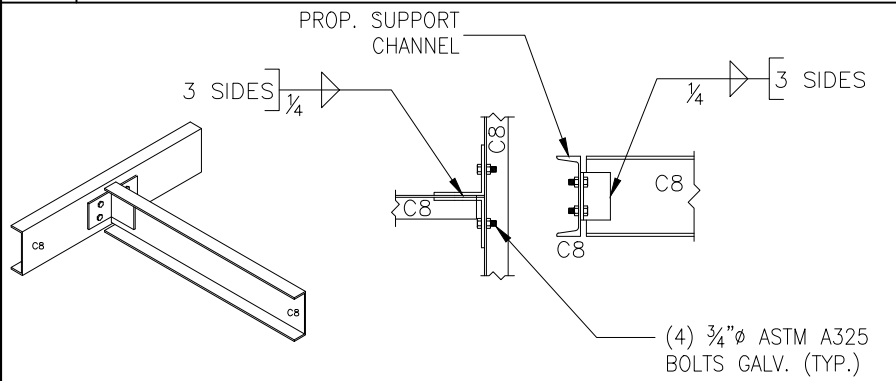
SHEET TITLE:
DETAILS

SHEET NUMBER:
Z-7

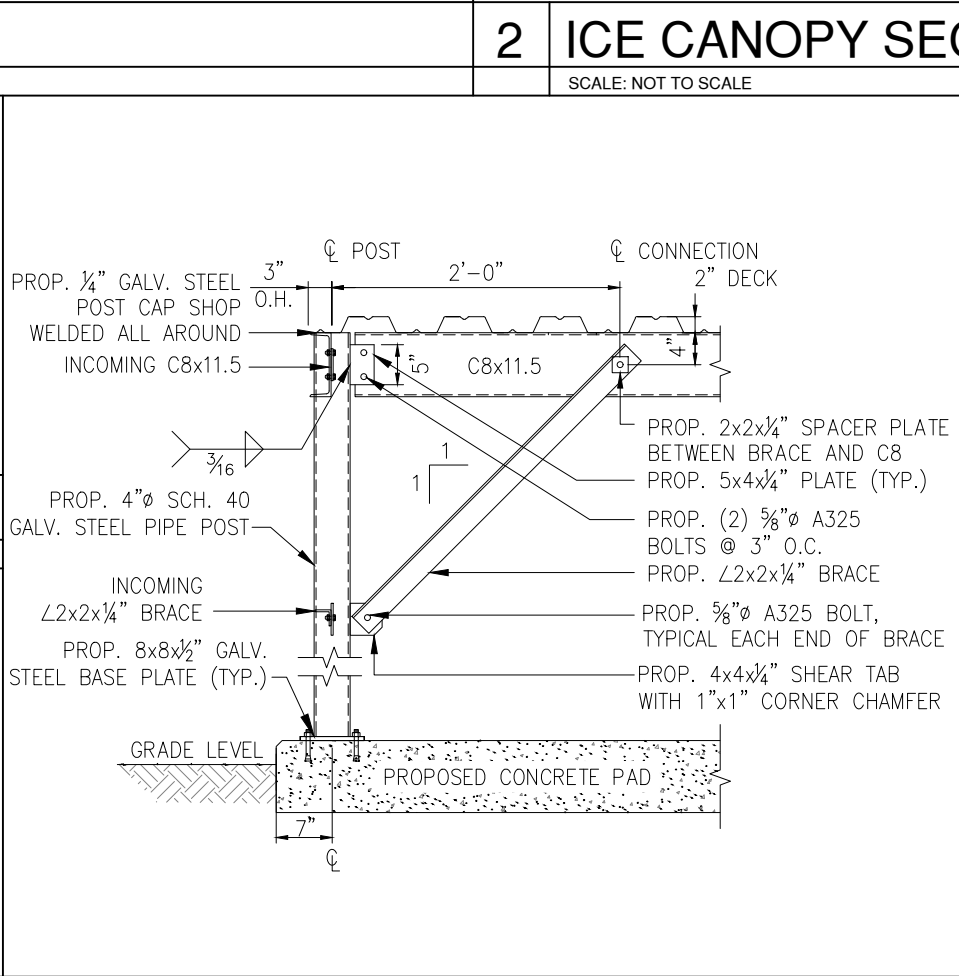
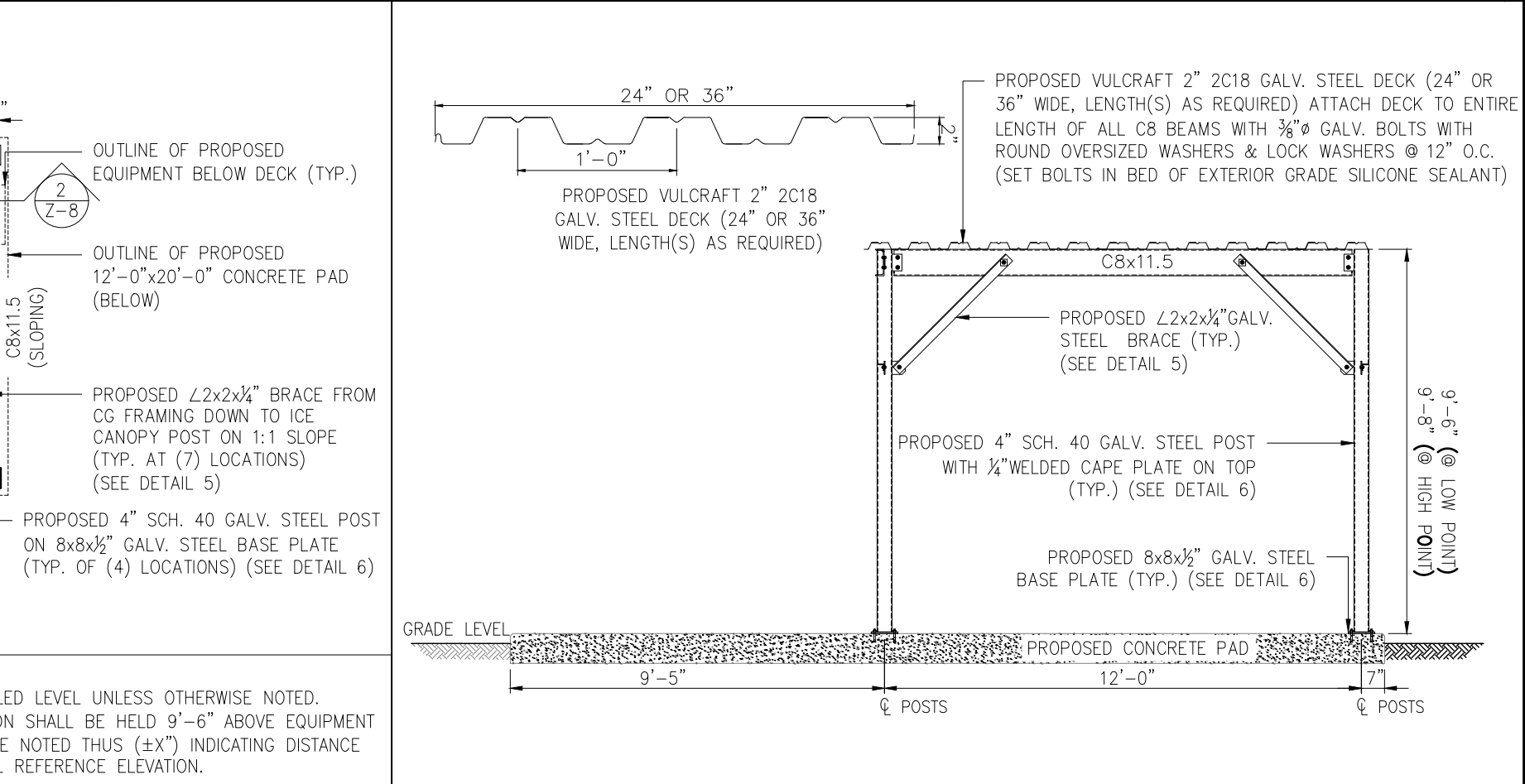
REVISION:
3



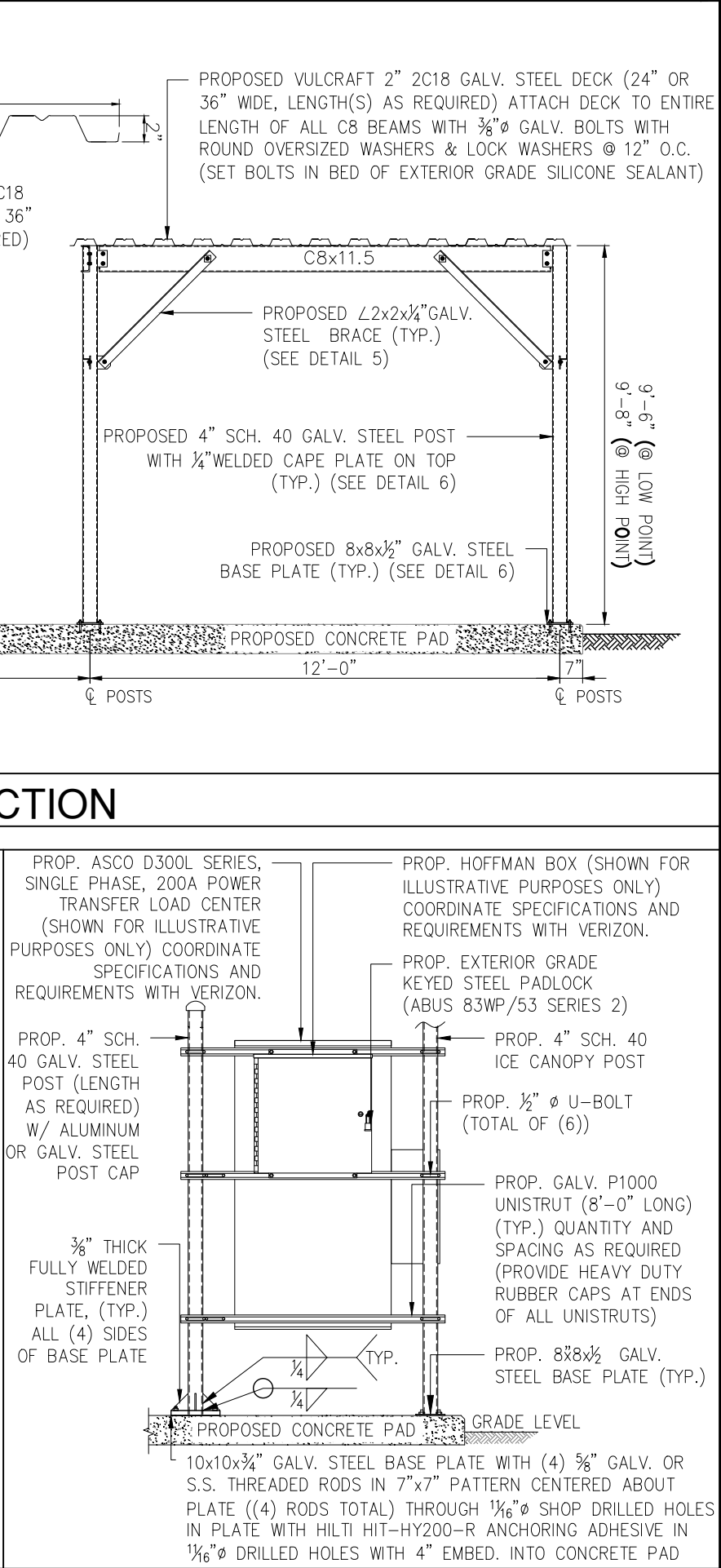
1 ICE CANOPY FRAMING PLAN
SCALE: NOT TO SCALE



4 ICE CANOPY POST BASE PLATE
SCALE: NOT TO SCALE



5 ICE CANOPY POST DETAIL
SCALE: NOT TO SCALE



6 H-FRAME DETAIL
SCALE: NOT TO SCALE

APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIRSMITH

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING

318 WEST AVE.
SARATOGA SPRINGS, NY 12866
CLUSTER #
VB NE NSB 1.0

CARRIER:

verizon

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

PROFESSIONAL STAMP:

STATE OF CONNECTICUT
JOSEPH R. JOHNSTON
29460
LICENSED PROFESSIONAL ENGINEER

04/23/25

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SITE:
US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

ICE CANOPY & H-FRAME DETAILS

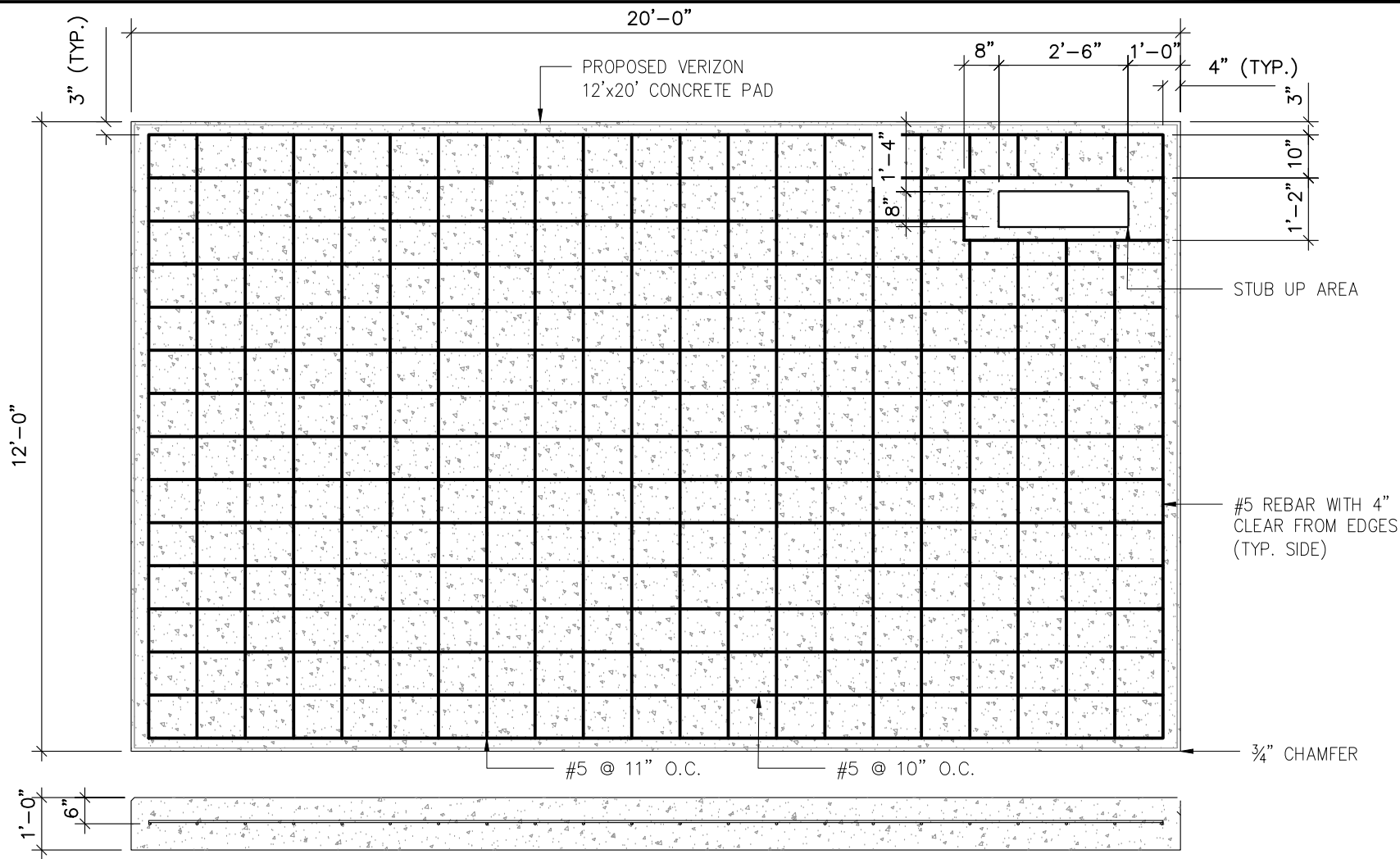
SHEET NUMBER:

Z-8

REVISION:

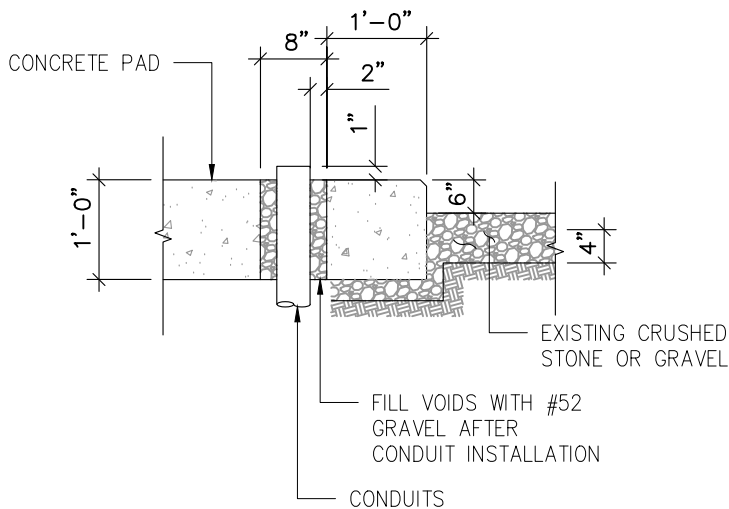
3

- NOTES:
- PADS SHALL BE PRE-CAST MATCHING THIS DESIGN WHERE ALLOWED BY LOCAL JURISDICTION.
 - REFER TO CONCRETE & REINFORCED STEEL NOTES ON SHEET G-002 & ATC SPEC 033000 FOR CAST-IN-PLACE PADS.



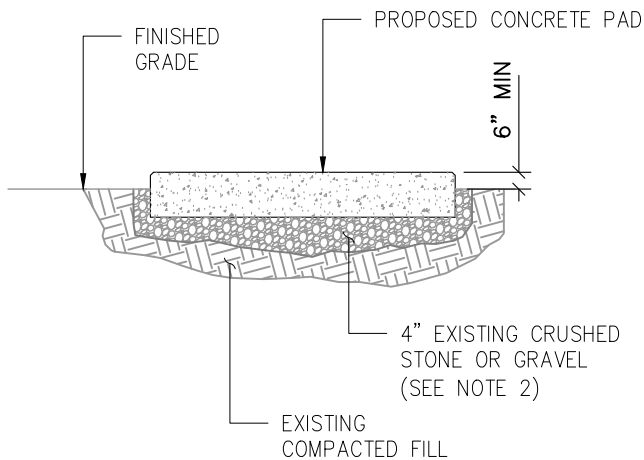
1 CONCRETE PAD DETAIL

SCALE: NOT TO SCALE



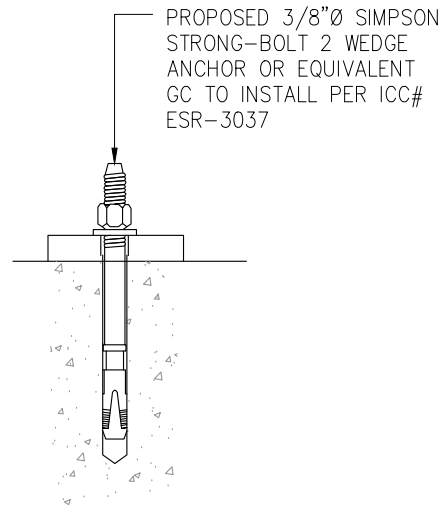
2 GEN. CONDUIT STUB UP DETAIL

SCALE: NOT TO SCALE



- NOTES:
- SUBGRADE AND FILL SHALL CONSIST OF CLEAN SOIL. DELETRIOUS MATERIAL AND ORGANICS SHALL BE REMOVED.
 - MECHANICALLY COMPACT FOOTPRINT OF PAD PLUS 2' PERIMETER.
 - USE GALVANIZED HILTI EXPANSION ANCHORS OR, APPROVED EQUAL, FOR EQUIPMENT ANCHORAGE.
 - FOR SIZE AND LOCATION OF ANCHORS AND OTHER REQUIREMENT, SEE EQUIPMENT VENDOR DRAWINGS.

3 GRAVEL PREPERATION DETAIL



4 EXPANSION ANCHOR DETAIL

APPLICANT:

verticalbridge

THE TOWERS, LLC
750 PARK OF COMMERCE DRIVE, STE 200
BOCA RATON, FL 33487

CONSULTANT TEAM:

AIROSMITH

AIROSMITH DEVELOPMENT
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CLUSTER #
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CARRIER:

verizon

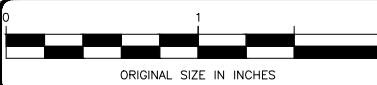
20 ALEXANDER DRIVE
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STATE OF CONNECTICUT
JOSEPH R. JOHNSTON
29460
LICENSED PROFESSIONAL ENGINEER

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LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

**CONCRETE PAD
DETAILS**

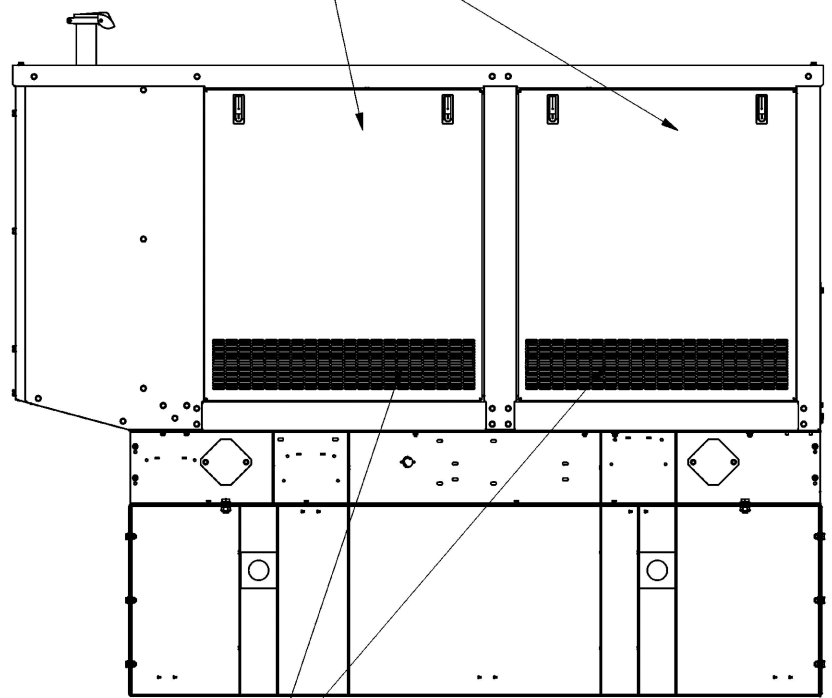
SHEET NUMBER:

Z-9

REVISION:

3

LIFT OFF SERVICE PANELS
W/ LOCKABLE LATCHES



AIR INTAKES

37.5 REF
[1.48]

965
[38.0]

1040
[40.9]

1106.0
[43.54]

50.9
[2.00]

EXTERNAL
E-STOP
SWITCH

ALTERNATOR
ACCESS PANEL

REMOVABLE END
PANEL BOTH ENDS

LIFT OFF SERVICE PANELS
W/ LOCKABLE LATCHES

1163
[45.8]

235
[9.3]

610
[24.0]

1320 [51.9]
OIL DRAIN

2209
[87.0]

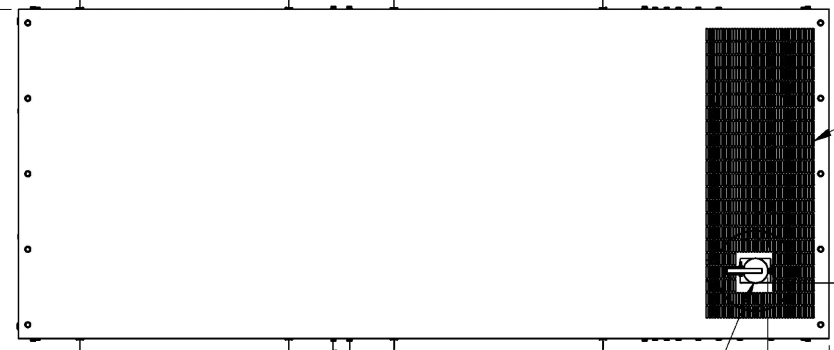
2570
[101.2]

AIR INTAKES

168
[6.6]

MINIMUM REQUIRED CLEARANCE FOR AIR FLOW

610
[24.0]



AIR DISCHARGE

176
[6.9]

EXHAUST
RAIN CAP

195
[7.7]

NOTES:

1. BOTH SIDES OF THE GENERATOR ARE SERVICE ACCESSIBLE W/EASY ACCESS SERVICE PANELS.
2. 6 AMP BATTERY CHARGER.
3. 120VAC ENGINE BLOCK HEATER.
4. GENERATOR MUST BE GROUNDED.
5. SOUND ATTENUATED ENCLOSURE STANDARD WITH GENERATOR.
6. MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST.
7. MUST ALLOW FREE FLOW OF INTAKE AIR.
8. IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS.

APPLICANT:

verticalbridge

THE TOWERS, LLC
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CONSULTANT TEAM:

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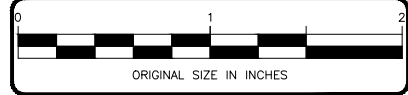
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MONOPOLE

SHEET TITLE:

GENERATOR
DETAILS

SHEET NUMBER: **Z-10**

REVISION: **3**

GRADING & EXCAVATING NOTES:

- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DEWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND
-BE FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS
-BE PLACED IN 6" LAYERS AND COMPACTED TO 95% STANDARD PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR
- REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH EXISTING ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED. BEFORE GRAVEL SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL MAY BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE, SUBJECT TO ENGINEER'S APPROVAL.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- ALL CUT AND FILL SLOPES SHALL BE MAXIMUM 2 HORIZONTAL TO 1 VERTICAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING SITE VEHICLE TRAFFIC AS TO NOT ALLOW VEHICLES LEAVING THE SITE TO TRACK MUD ONTO PUBLIC STREETS. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING PUBLIC STREETS DUE TO MUDDY VEHICLES LEAVING THE SITE.

GENERAL EROSION & SEDIMENT CONTROL NOTES:

- THE SOIL EROSION AND SEDIMENT CONTROL MEASURES AND DETAILS AS SHOWN HEREIN AND STIPULATED WITHIN STATE STANDARDS SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE SEDIMENT LEAVING THE SITE.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS.
- EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN OUT ALL SEDIMENT PONDS WHEN REQUIRED BY THE ENGINEER OR THE LOCAL JURISDICTION INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
- SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
- CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.

SEEDING GUIDELINES:

FINAL STABILIZATION OF ALL DISTURBED AREAS, UNLESS OTHERWISE NOTED, SHALL BE LOAMED AND SEEDDED. LOAM SHALL BE PLACED AT A MINIMUM COMPACTED DEPTH OF 4". RECOMMENDED SEEDING DATES FOR PERMANENT VEGETATION SHALL BE BETWEEN JUNE 15 THROUGH AUGUST 1 AND SEPTEMBER 15 THROUGH OCTOBER 15. TEMPORARY VEGETATIVE MEASURES SHALL CONSIST OF AN ANNUAL OR PERENNIAL RYE GRASS WITH RECOMMENDED SEEDING DATES BEING FROM JUNE 1 THROUGH AUGUST 15 AND SEPTEMBER 30 THROUGH

EVALUATE PROPOSED COVER MATERIAL

BEFORE SPREADING COVER MATERIAL OVER THE DESIGNATED AREA, OBTAIN A REPRESENTATIVE SOIL SAMPLE AND SUBMIT TO A REPUTABLE SOIL TESTING LABORATORY FOR CHEMICAL AND PHYSICAL ANALYSIS. THE PRELIMINARY TEST IS NECESSARY TO DETERMINE THE REQUIRED INORGANIC AND/OR ORGANIC AMENDMENTS THAT ARE NEEDED TO ASSIST IN ESTABLISHING THE SEED MIXTURE IN AN ENVIRONMENTALLY AND ECONOMICALLY SOUND MANNER. THE RESULTS WILL GIVE THE COVER MATERIAL CHARACTERISTICS SUCH AS pH AND FERTILIZATION NEEDS. THESE RESULTS SHALL BE KEPT ON-SITE B THE CONTRACTOR AND AVAILABLE FOR REVIEW BY THE COUNTY.

SEED BED PREPARATION

PROPOSED COVER MATERIAL SHOULD BE SPREAD EVENLY OVER THE SITE AREA IN A MINIMUM 4" LIFT VIA BULLDOZER/BUCKET LOADER. USING THE INFORMATION FROM THE SOIL ANALYSIS, CAREFULLY CALCULATE THE QUANTITIES OF LIMESTONE AND PRE-PLANT FERTILIZER NEEDED PRIOR TO APPLYING. PRE-PLANT AMENDMENTS CAN BE APPLIED WITH A BROADCAST AND/OR DROP SEEDER AND INCORPORATED WITH AN OFFSET DISK, YORK RAKE, AND/OR HAND RAKE. AFTER INCORPORATION THE PRE-PLANT SOIL AMENDMENTS, THE SEED BED SHOULD BE SMOOTH AND FIRM PRIOR TO SEEDING. THE FOLLOWING SEED MIXTURES SHALL BE USED AS NOTED:

SEED MIXTURE

SPECIES/VARIETY LBS/ACRE

CREEPING RED 20
FESCUE 20
KENTUCKY 5
BLUEGRASS
PERENNIAL
RYEGRASS

SEED TIME AND METHOD

THE PREFERRED TIME FOR SEEDING THE COOL SEASON MIXTURE IS LATE SUMMER. SOIL AND AIR TEMPERATURES ARE IDEAL FOR SEED GERMINATION AND SEEDING GROWTH. WEED COMPETITION IS REDUCED BECAUSE SEEDS OF MANY WEED SPECIES GERMINATE EARLIER IN THE GROWING SEASON. ADDITIONALLY, HERBICIDE USE IS GREATLY REDUCED. HOWEVER, SEEDING MAY BE DONE AT ANY OF THE ABOVE NOTED TIMES.

MULCHING

NEWLY SEEDED AREAS SHOULD BE MULCHED TO INSURE ADEQUATE MOISTURE FOR SUCCESSFUL TURF ESTABLISHMENT AND TO PROTECT AGAINST SURFACE MOVEMENT OF SEDIMENT-BOUND AGROCHEMICALS AND SOIL EROSION. IF MULCHING PROCEDURES ARE NOT SPECIFIED ON PLANS, APPLY GOOD QUALITY STRAW OR HAY AT A RATE OF 2 BALES/1000 SQ. FT. OTHER COMMERCIALY AVAILABLE MULCHES CAN BE USED.

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

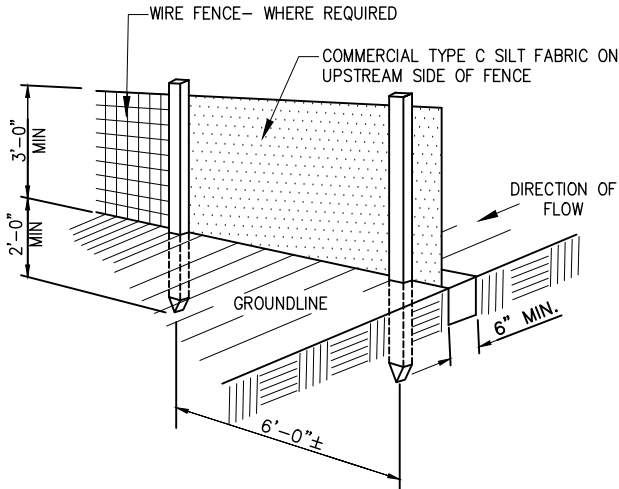
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY 6IN AND FOLDED.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULDGES" DEVELOP IN THE SILT FENCE.
- ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES. D.O.T. QUALIFIED PRODUCTS LIST.

POSTS: STEEL EITHER T OR U TYPE.

FENCE: WOVEN WIRE 14 GA.
6" MAX. MESH OPENING.

FILTER CLOTH: FILTER X, MIRAFI
100X' STABILINKA T140N OR
APPROVED EQUAL.

PREFABRICATED UNIT: GEOFAB
ENVIROFENCE OR APPROVED
EQUAL.



SILT FENCE IS TO BE A TEMPORARY EROSION CONTROL DEVICE, AND SHOULD REMAIN IN PLACE UNTIL THE SITE IS STABILIZED.

- NOTE:
- DIG TRENCH.
 - LAY IN FABRIC TO BOTTOM OF TRENCH.
 - BACKFILL TRENCH, COVERING FABRIC.

1 SILT FENCE DETAIL

SCALE: NOT TO SCALE

APPLICANT:



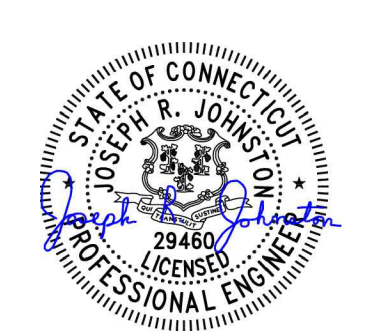
CONSULTANT TEAM:



CARRIER:



PROFESSIONAL STAMP:



04/23/25

DRAWINGS ISSUED FOR:

REV.	DATE	DRAWN	DESCRIPTION	QA/QC
0	12/11/24	JLM	FOR PERMITTING	ASW
1	12/23/24	JLM	PER COMMENTS	ASW
2	03/27/25	JLM	PER COMMENTS	JLM
3	04/23/25	JLM	PER COMMENTS	JLM



PROJECT INFORMATION:

SITE:
US-CT-5043
LEBANON 2 CT

1022 TRUMBULL HIGHWAY
LEBANON, CT 06249
NEW LONDON COUNTY
MONOPOLE

SHEET TITLE:

SILT FENCE
DETAILS

SHEET NUMBER:

Z-11

REVISION:

3

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Lebanon, Connecticut
Preserving our history and agriculture

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About Lebanon



Lebanon is a historic, rural town first settled in the 1690s and incorporated in 1700. The town remains one of few still closely in touch with both its colonial-era and agricultural roots. This beautiful, unique community is characterized by its extensive agricultural lands, rolling wooded hills, and low-density residential development.

Lebanon is best known for its unique role in the Revolutionary War, during which it became one of the largest and most politically important towns in Connecticut. Lebanon is the birthplace of five Connecticut governors, including Gov. Jonathan Trumbull — first governor of the State of Connecticut — and his son Gov. Jonathan Trumbull Jr. — who served as both governor and as America's second Speaker of the House.

Today, the mile-long Lebanon Green is the town's most distinctive feature, attracting walkers, runners, and bikers from all over the state and even the country as people come to enjoy the peaceful scenery and historic sites which line the 1.5-mile walking path. Connecticut's war efforts during the Revolution were directed from the War Office which still sits along the Green and the adjacent home of Gov. Trumbull. These and a number of other historic locations make this a popular outdoor destination for people of all ages.

Exhibit F Attachment 17

Tenant:

The Towers, LLC

750 Park of Commerce Drive, Suite 200

Boca Raton, Florida 33487

Site #: US-CT-5043

Site Name: Lebanon 2 CT

Landlord:

Theodore Carl Reichard, Jr.

Karen K. Buffkin

1022 Trumbull Highway

Lebanon, Connecticut 06249

REDACTED

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this 10th day of July, 2024 (the "Effective Date") by and between Theodore Carl Reichard, Jr., and Karen K. Buffkin, husband and wife (collectively, "Landlord"), whose address is 1022 Trumbull Highway, Lebanon, Connecticut 06249, and The Towers, LLC, a Delaware limited liability company ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of New London, in the State or Commonwealth of Connecticut, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "Property"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 10,000 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the "Premises"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "Option") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property with not less than twelve (12) hours' notice to Landlord to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this Agreement, all at Tenant's expense and with copies provided to the Landlord of the results of any and all Tests and Government Approvals including but not limited to any permits, variances or other documentation obtained by Tenant with respect to the Premises or Property. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third

party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of four (4) years from the Effective Date (the "**Option Period**")

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than ninety (90) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the first (1st) day of the month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of : _____ ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The Rent shall increase by _____ annually on each anniversary of the Rent Commencement Date.

Beginning with the second (2nd) carrier, carrier shall include but not be limited to a broadband carrier and is intended to refer to any type of entity that pays a sublease or license fee or any other type of revenue producing agreement for use of the premises, Tenant agrees to pay Landlord ten percent (10%) of the second (2nd) and each subsequent additional carrier's monthly sublease or license fee ("**Sublease Fee**") as additional Rent (individually, or together if applicable, a "**Revenue Share Fee**"), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional carrier(s) commences payments to Tenant of such carrier's Sublease

Fee under its respective sublease(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more carriers. If at any time subsequent to the addition of a second (2nd) carrier the number of carriers is reduced to one (1) carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord hereunder during the term of such carriers' sublease agreements for so long as such carriers are actually paying to Tenant the requisite Sublease Fee set forth therein. For purposes of this Agreement, Sublease Fee shall be all rent actually collected from any sublease that Tenant enters into with any subtenant or licensee or other rental agreement including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to Tenant for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from subleases or licenses to Tenant for services performed on behalf of such sublessees or licensees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting. Once per Term at the request of the Landlord, the Tenant shall provide documentation as to amount of the Sublease Fee.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. **USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant, at its sole expense, shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises. Notwithstanding the provisions of this paragraph, Tenant shall not install a tower structure, antennas or other improvements at a height that causes a blinking light or other signaling device that are required by the FAA and or FCC or 150 feet tall whichever is less.

6. **ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to the Premises seven (7) days a week, twenty-four (24) hours a day

for emergencies, but shall provide at least forty-eight (48) hours' notice for routine maintenance or modification to equipment. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of underground electric and other utility facilities (including fiber, backhaul, wires, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord grants approval for an easement contingent upon the installation of underground utilities between the public right of way and the leased Premises. Tenant shall utilize all commercial means necessary to comply with this requirement. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes contemplated by this Agreement and in accordance with its terms. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within a reasonable time but no longer than thirty (30) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate in accordance with the terms of this Lease Agreement, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and restore the Premises to grade, remove footings and foundations to a depth of thirty-six (36) inches or three (3) feet, and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"), and Tenant agrees to provide reasonable notice to the Landlord of such Permitted Assignment. As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed and such request to consent is provided not less than sixty (60) days prior to the deadline to provide written consent. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its

obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property. The Tenant will pay for installation of any necessary utilities.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. **INDEMNITIES.** Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify and hold harmless Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. **WAIVERS.**

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THE ABOVE NOTHING HEREIN SHALL CONSTITUTE A WAIVER OF LANDLORD'S RIGHTS TO PAYMENTS DUE AND OWING UNDER THE TERMS OF THIS LEASE AGREEMENT OR ITS RIGHTS TO THE RESTORATION OF THE LEASED PREMISES NOR DAMAGE TO EXISTING STRUCTURES OR UTILITIES, INCLUDING BUT NOT LIMITED TO POWER, INTERNET OR WATER OR SEPTIC CAUSED BY TENTANT OR SUBTENANTS ANTICIPATED ACTIVITIES ON THE PROPERTY, EASEMENTS OR PREMIISES.

13. **INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000 throughout the Term and any Renewal Term of this Agreement. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law. Tenant shall evidence such insurance coverage by delivering to Landlord a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks and shall provide an updated certificate of insurance within thirty (30) days in the event the Tenant changes insurance carriers or other coverage required by this Agreement. Tenant shall maintain records of insurance covering the equipment on the Premises installed or maintained by a Subleasee or Licensee and shall provide proof of such insurance coverage if requested by Landlord.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, fees and costs to be paid by purchaser, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property, unless the broker was hired by the Tenant; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant. The 90 day period to consummate

the Permitted Sale shall be extended for one additional sixty (60) days provided the Landlord provides notice of its intent to extend prior to the 90th day.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities, except security cameras are not permitted to be installed on the premises. When lighting is installed, Tenant shall use down-shielded, motion-sensor security lights and shall attempt to keep illumination within the boundaries of the Premises. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, not including cameras or visual recording devices that capture activity, locks and posting signs for security purposes and as may otherwise be required by law beyond the bounds of the Premises. Any additional security needs outside the Premises would require Landlord's written consent prior to installation.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Premises (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the

Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises. Should Tenant's actions cause damage outside of the Premises, Tenant will repair or provide monetary compensation or a combination thereof, at Tenant's sole discretion, for any damage it causes. However, in the event of Landlord's contributory negligence or other fault, Tenant shall not be liable for damages to the extent that the Landlord's negligence or other fault caused such damages.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, unless prohibited by state or local statute. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment, unless prohibited by state or local statute.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord and the payment of a termination fee equal to six (6) months of the then current Rent.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the

creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "SNDA") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement, the Communications Facilities and/or leasehold estate in the Premises (a "**Tenant Mortgage**") and Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant ("**Lender**") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender. Tenant agrees to the above language in this section with the understanding the Lender does not have does not have rights to the Landlords ground rent and revenue sharing fee.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease

with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

Theodore Carl Reichard, Jr.
Karen K. Buffkin
1022 Trumbull Highway
Lebanon, Connecticut 06249

If to Tenant:

The Towers, LLC
750 Park of Commerce Drive,
Suite 200
Boca Raton, Florida 33487
Ref: US-CT-5043
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

30. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.
- (b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.
- (f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.
- (g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.
- (i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES: <u>Rene Wentworth</u> Name: <u>Rene Wentworth</u> <u>[Signature]</u> Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD: <u>Theodore Carl Reichard Jr</u> Theodore Carl Reichard, Jr. Date: <u>05/07/24</u>
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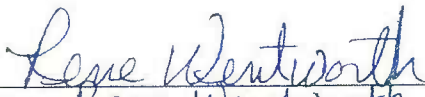
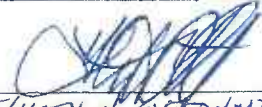
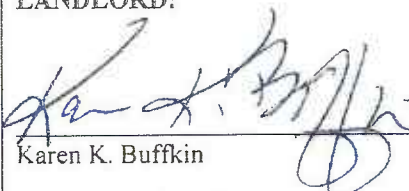
STATE OF CT

COUNTY OF WINDHAM

On this the 7th day of MAY, 20 24, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Theodore Carl Reichard, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public COMMISSIONER OF THE SUPERIOR COURT
Print Name: TIMOTHY WENTWORTH
My Commission Expires: N/A


WITNESSES:  Name: <u>Rene Wentworth</u>  Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD:  Karen K. Buffkin Date: <u>5/7/2024</u>
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STATE OF CT

COUNTY OF WINDHAM

On this the 7th day of MAY, 2024, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Karen K. Buffkin, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.


Notary Public COMMISSIONER OF THE SUPERIOR COURT
Print Name: TIMOTHY WENTWORTH
My Commission Expires: N/A

(Tenant signature page to Option and Lease Agreement)

WITNESSES: <u>Janette Conillo</u> Name: <u>Janette Castillo</u> <u>Sandra Marquardt</u> Name: <u>Sandra Marquardt</u>	TENANT: The Towers, LLC a Delaware limited liability company By: <u>[Signature]</u> Name: <u>Ariel Rubin</u> Title: <u>Vice President of Tower Development</u> Date: <u>7/10/2024</u>
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STATE OF FLORIDA

DS LeasingOps
29

COUNTY OF PALM BEACH

On this the 10th day of JULY, 20 24, before me, a Notary Public, personally appeared Ariel Rubin (name of signatory), who acknowledged himself/herself to be the VPTD (title of signatory) of The Towers, LLC, a Delaware limited liability company, and that he/she, as such VPTD (title of signatory), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as VPTD (title of signatory).

In witness whereof I hereunto set my hand.

Elise Reichbach
Notary Public

Print Name: Elise Reichbach

My Commission Expires: 7/16/2026

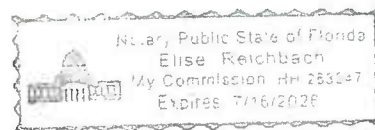


EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

A certain tract or parcel of land with the buildings thereon situated in the Town of Lebanon, bounded and described as follows Northerly by land now or formerly of Delia G. Blakeslee and Harry M. Gray, Easterly and Southerly by land now or formerly of Sophie Encssen; Westerly by the highway leading from Lebanon Center to Norwich known as Route 87 and more fully described in a deed dated May 21, 1948 and recorded in the Lebanon Land Records in Vol. 86 Page 407, excluding herefrom the parcels of land described in the following deeds:

A deed to Robert H. Wentworth dated Nov 12, 1971, and recorded in the Lebanon Land Records in Vol 89, Page 61, a deed to Eric David Hawkins and Alberta O Hawkins dated May 14, 1976, and recorded in the Lebanon Land Records in Vol 98, Page 64.

Further excepting therefrom a parcel conveyed to Robert H. Wentworth by Warranty Deed dated May 26, 1971, and recorded in Volume 88 at Page 174 of the Lebanon Land Records.

Further excepting therefrom a parcel conveyed to Robert H. Wentworth by Warranty Deed dated October 8, 1971, and recorded in Volume 88 at Page 664 of the Lebanon Land Records.

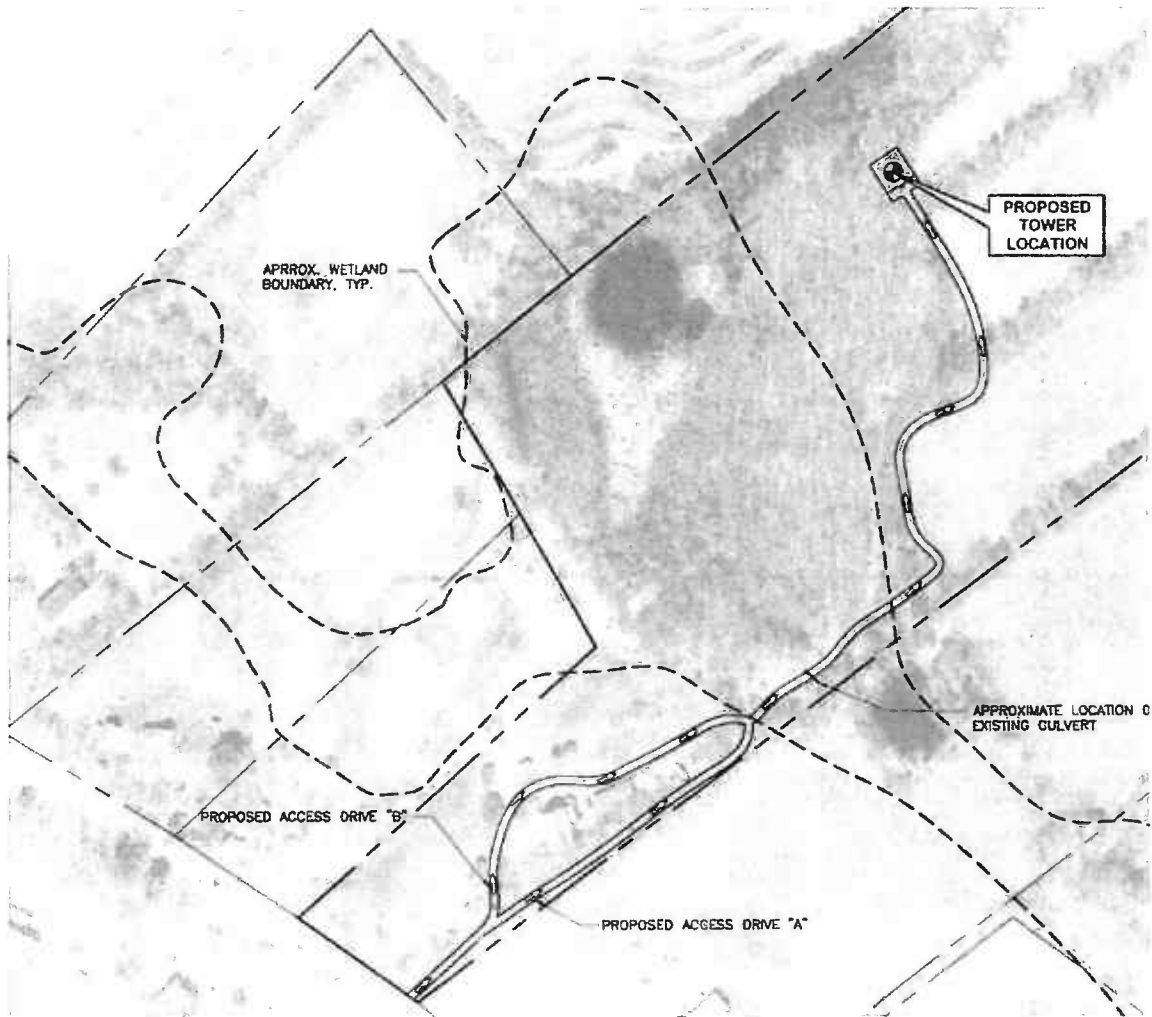
Parcel ID No.: 246 / / 10 / / (2630)

This being the same property conveyed to Theodore Carl Reichard and Karen K. Buffkin, as joint tenants from Marianne P. Zambarano a/k/a Marianne Pascale in a Warranty Deed dated February 27, 2014, and recorded March 4, 2014, in Book 289 Page 20 in the Town of Lebanon, County of New London, Connecticut.

EXHIBIT 2

Premises

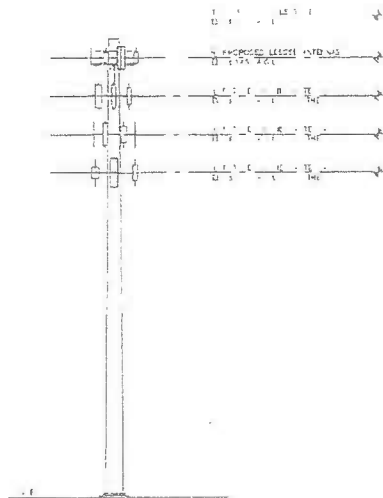
(below may be replaced with a final survey and legal description of the Premises)



THE PROPOSED LESSEE INTENDS INSTALLATION OF EQUIPMENT AT A TOTAL OF 1200 PAIR ANTENNAS ASSOCIATED WITH ABBREVIATED ET & CABLES.

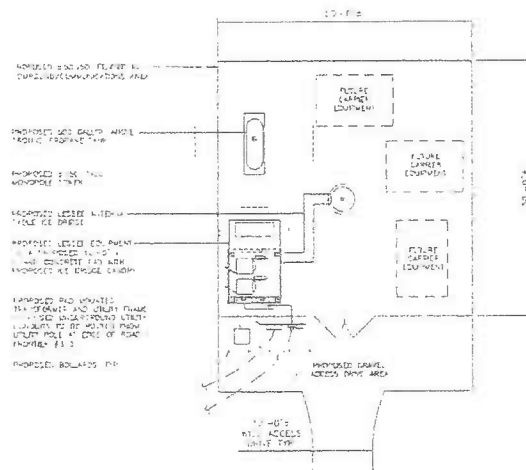
LESSEE POWER AND TELECOM UTILITIES SHALL BE INSTALLED IN TWO EXISTING SQUARES LOCATED NORTH OF ADJACENT TO THE EXISTING COMMUNICATIONS FACILITY.

THE PROPOSED LESSEE DESIGNS INSTALLATION TO COMPLY WITH A PREEXISTING ICE-CANOPY EXISTING CANOPY WITH ANCELESTATION 500 GALLON TANKAGE ON THE WATERWAY VACATED TELECOM AND POWER CABLES ALSO IN PROPOSED EXISTING FACILITY PROPOSED FACILITY SHALL BE INSTALLED WITHIN EXISTING TELECOM UTILITIES TANKAGE AND TRANSFORMER TO BE INSTALLED OUTSIDE OF THE EXISTING WITH PREEXISTING 220000.



1 MONOPOLE TOWER ELEVATION

THIS LEASE FOR IS DISCRIMINATE IN NATURE
AND IS INTENDED TO PROVIDE GENERAL
INFORMATION REGARDING THE LOCATION AND
SIZE OF THE PROPERTY AND OTHER NEARBY
COUNTY RECORDS. THE SITE LAYOUT WILL
BE PROVIDED UPON COMPLETION OF SITE
WORK AT EARLY DATE.



2 PARTIAL SITE/COMPOUND PLAN

EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Lebanon 2 CT
Site Number: US-CT-5043
Commitment #: VTB-159706-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (this "**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **Theodore Carl Reichard, Jr.**, a single man, and **Karen K. Buffkin**, a single woman (collectively, "**Landlord**"), whose address is 1022 Trumbull Highway, Lebanon, Connecticut 06249, and The Towers, LLC, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487. ("**Tenant**"), dated July 10th, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**").

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of 5 years with 9 renewal option(s) of an additional 5 years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES: <u>Rene Wentworth</u> Name: <u>Rene Wentworth</u> <u>[Signature]</u> Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD: <u>Theodore Carl Reichard Jr</u> Theodore Carl Reichard, Jr. Date: <u>05/07/24</u>
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STATE OF CT

COUNTY OF WINDHAM

On this the 7th day of MAY, 20 24, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Theodore Carl Reichard, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public / COMMISSIONER OF THE SUPERIOR COURT
Print Name: TIMOTHY WENTWORTH
My Commission Expires: N/A

WITNESSES: <u>Rene Wentworth</u> Name: <u>Rene Wentworth</u> <u>[Signature]</u> Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD: <u>[Signature]</u> Karen K. Buffkin Date: <u>5/7/2024</u>
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STATE OF CT

COUNTY OF WILLOUGHAM

On this the 7th day of MAY, 20 24, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Karen K. Buffkin, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public / CLERK EMPLOYER OF THE SUPERIOR COURT

Print Name: TIMOTHY WENTWORTH

My Commission Expires: N/A

(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES: <u><i>Janette Castillo</i></u> Name: <u>Janette Castillo</u> <u><i>Sandra Marguera</i></u> Name: <u>Sandra Marguera</u>	TENANT: The Towers, LLC a Delaware limited liability company By <u><i>Ariel Rubin</i></u> Name: <u>Ariel Rubin</u> Title: <u>Vice President of Tower Development</u> Date: <u>7/10/2024</u>
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DS LeasingOPs
29

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this the 10th day of JULY, 2024, before me, a Notary Public, personally appeared Ariel Rubin (name of signatory), who acknowledged himself/herself to be the VPTD (title of signatory) of The Towers, LLC, a Delaware limited liability company, and that he/she, as such VPTD (title of signatory), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as VPTD (title of signatory)

In witness whereof I hereunto set my hand.

Elise Archibald
Notary Publ
Print Name Elise Archibald
My Commission Expires 7/16/2026



EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

A certain tract or parcel of land with the buildings thereon situated in the Town of Lebanon, bounded and described as follows Northerly by land now or formerly of Delia G. Blakeslee and Harry M. Gray, Easterly and Southerly by land now or formerly of Sophie Encssen; Westerly by the highway leading from Lebanon Center to Norwich known as Route 87 and more fully described in a deed dated May 21, 1948 and recorded in the Lebanon Land Records in Vol. 86 Page 407, excluding herefrom the parcels of land described in the following deeds:

A deed to Robert H. Wentworth dated Nov 12, 1971, and recorded in the Lebanon Land Records in Vol 89, Page 61, a deed to Eric David Hawkins and Alberta O Hawkins dated May 14, 1976, and recorded in the Lebanon Land Records in Vol 98, Page 64.

Further excepting therefrom a parcel conveyed to Robert H. Wentworth by Warranty Deed dated May 26, 1971, and recorded in Volume 88 at Page 174 of the Lebanon Land Records.

Further excepting therefrom a parcel conveyed to Robert H. Wentworth by Warranty Deed dated October 8, 1971, and recorded in Volume 88 at Page 664 of the Lebanon Land Records.

Parcel ID No.: 246 / / 10 / / (2630)

This being the same property conveyed to Theodore Carl Reichard and Karen K. Buffkin, as joint tenants from Marianne P. Zambarano a/k/a Marianne Pascale in a Warranty Deed dated February 27, 2014, and recorded March 4, 2014, in Book 289 Page 20 in the Town of Lebanon, County of New London, Connecticut.

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Lebanon 2 CT
Site Number: US-CT-5043
Commitment #: VTB-159706-C

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **Theodore Carl Reichard, Jr.**, a single man, and **Karen K. Buffkin**, a single woman (collectively, "**Landlord**"), whose address is 1022 Trumbull Highway, Lebanon, Connecticut 06249, and The Towers, LLC, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487. ("**Tenant**"), dated the 10th day of JULY, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of 5 years with 9 renewal option(s) of an additional 5 years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;

2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and or maintenance of Communications Facilities (as defined in the Lease);

3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE
as of the date last signed by a party hereto.

WITNESSES: <u>Rene Wentworth</u> Name: <u>Rene Wentworth</u> <u>[Signature]</u> Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD: <u>Theodore Carl Reichard Jr</u> Theodore Carl Reichard, Jr. Date: <u>05/07/24</u>
---	--

STATE OF CT

COUNTY OF WINDHAM

On this the 7th day of May, 20 24, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Theodore Carl Reichard, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public COMMISSIONER OF THE SUPERIOR COURT
Print Name: TIMOTHY WENTWORTH
My Commission Expires: N/A

WITNESSES: <u>Rene Wentworth</u> Name: <u>Rene Wentworth</u> <u>[Signature]</u> Name: <u>TIMOTHY WENTWORTH</u>	LANDLORD: <u>[Signature]</u> Karen K. Buffkin Date: <u>5/7/2024</u>
---	---

STATE OF CT

COUNTY OF WINDHAM

On this the 7th day of MAY, 20 24, before me, TIMOTHY WENTWORTH (name of notary), personally appeared Karen K. Buffkin, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public COMMISSIONER OF THE SUPERIOR COURT
Print Name: TIMOTHY WENTWORTH
My Commission Expires: N/A

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

Jessie Correll
Name: Jessie Correll
Sandra Marguard
Name: Sandra Marguard

TENANT:

The Towers, LLC
a Delaware limited liability company

By: Ariel Rubin
Name: Ariel Rubin
Title: Vice President of Tower Development
Date: 7/16/2024

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this the 10th day of JULY, 2024, before me a Notary Public, personally appeared ARIEL RUBIN (name of signatory), who acknowledged himself/herself to be the VPTD (title of signatory) of The Towers, LLC, a Delaware limited liability company, and that he/she, as such VPTD (title of signatory), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as VPTD (title of signatory).

In witness whereof I hereunto set my hand.

Elizabeth D. Wach
Notary Public

Print Name Elizabeth D. Wach

My Commission Expires 7/16/2026

DS LeasingOPS
29

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

A certain tract or parcel of land with the buildings thereon situated in the Town of Lebanon, bounded and described as follows Northerly by land now or formerly of Delia G. Blakeslee and Harry M. Gray, Easterly and Southerly by land now or formerly of Sophie Encssen; Westerly by the highway leading from Lebanon Center to Norwich known as Route 87 and more fully described in a deed dated May 21, 1948 and recorded in the Lebanon Land Records in Vol. 86 Page 407, excluding herefrom the parcels of land described in the following deeds:

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Parcel ID No.: 246// 10// (2630)

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