

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND NEW
CINGULAR WIRELESS PCS, LLC d/b/a AT&T FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT ONE OF TWO SITES IN THE TOWN OF
KENT, CONNECTICUT

DOCKET NO. 488

July 16, 2020

**HOMELAND TOWERS, LLC AND NEW CINGULAR WIRELESS PCS LL (AT&T)
RESPONSES TO PARTY/INTERVENOR TOWN OF KENT'S INTERROGATORIES**

- Q1. In reference to Applicant's Response to Party/Intervenor Bald Hill Road Neighbor's Motion for Site Preservation and to Preclude Spoliation of Evidence on Site A dated May 6, 2020 ("Applicant's Response"), Applicant states that Site A is owned by InSite Wireless Group LLC ("InSite Wireless"). Please provide a copy of the lease, license or other agreement ("lease agreement") by and between the Applicant and InSite Wireless for Site A.
- A1. *See the InSite Wireless Group, LLC Letter dated July 15, 2020 included in Attachment 1. It is also noted that information regarding property ownership is not relevant to the Siting Council's review in this proceeding pursuant to C.G.S. Section 16-50p(g).*
- Q2. What was the actual date that the Applicant's authorized representative signed the lease agreement for Site A?
- A2. *See Response A1.*
- Q3. What was the actual date that InSite Wireless's authorized representative signed the lease agreement for Site A?
- A3. *See Response A1.*
- Q4. In reference to Applicant's Response, wherein Applicant states that the Applicant retained All-Points Technology Corporation, P.C. to conduct a Phase I Environmental Site Assessment as part of its due diligence when purchasing the property where Site A is proposed, what ownership interest does Applicant have with InSite Wireless in the property?
- A4. *See Response A1.*
- Q5. In reference to Applicant's Response, wherein Applicant states that InSite Wireless is a development partner of Homeland Towers, please describe the relationship between Applicant and InSite Wireless.

- A5. *See Response A1.*
- Q6. With regard to the development relationship between Homeland Towers and InSite Wireless referenced in Applicant's Response, has Homeland Towers and InSite Wireless developed other telecommunication facilities?
- A6. *See Response A1.*
- Q7. If the answer to Interrogatory No. 6 is "yes", please identify the projects by street address and type of telecommunications facility.
- A7. *Homeland and InSite Wireless developed other telecommunication facilities throughout Connecticut at the following locations:*
1. *Stealth Monopine-10 Blackville Rd, Washington, CT*
 2. *Monopole-1325 Cheshire Street, Cheshire, CT*
 3. *Monopole-515 Morehouse Road, Easton, CT*
 4. *Monopole-87 Monce Road, Burlington, CT*
 5. *Stealth Monopine- 250 Canaan Road, Salisbury, CT*
 6. *Monopole- Ledges Road, Ridgefield, CT*
 7. *Monopole- 100 Pocono Road, Brookfield, CT*
- Q8. Has AT&T entered into any contracts, agreements or other instruments with InSite Wireless for telecommunications facilities?
- A8. *This information is not relevant to the Siting Council's review in this proceeding. See C.G.S. 16-50p(g).*
- Q9. If the answer to Interrogatory No. 8 is "yes", please identify the projects by street address and type of telecommunications facility.
- A9. *See Response A8.*
- Q10. With reference to Exhibit A attached hereto ("AT&T Teams with InSite Wireless at MARTA to provide better wireless coverage"), did Applicant enter into an agreement with InSite Wireless to use a distributed system of small antennas ("DAS") designed, built and operated by InSite Wireless ("InSite Wireless MARTA DAS") on the Metropolitan Atlanta Rapid Transit Authority located in Atlanta, Georgia ("MARTA")?
- A10. *See Response A8.*
- Q11. If the answer to Interrogatory No. 10 is "yes", please describe how Applicant is able to use the InSite MARTA DAS to operate Applicant's network.
- A11. *See Response A8 and Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q12. If the answer to Interrogatory No. 10 is "yes", please describe the network architecture of the InSite Wireless MARTA DAS and what functions are handled by the Applicant?
- A12. *See Response A11.*

Q13. If the answer to Interrogatory No. 10 is “yes”, please describe what functions of the InSite Wireless MARTA DAS were handled by InSite Wireless.

A13. *See Response A11.*

Q14. If the answer to Interrogatory No. 10 is “yes”, is Applicant deploying the frequencies it is licensing from the First Responder Network Authority (“FirstNet” as referenced in Section 5 of Applicant’s Application) on the InSite Wireless MARTA DAS?

A14. *See Response A11.*

Q15. If the answer to Interrogatory No. 10 is “yes”, is Applicant able to operate its Federal Communications Commission (“FCC”) licensed frequencies on the InSite Wireless MARTA DAS with other wireless carriers such as Verizon, Sprint, and/or T-Mobile?

A15. *See Response A11.*

Q16. With reference to Exhibit B attached hereto (“InSite Wireless Improves Cell Service on the MBTA”), did Applicant enter into an agreement with InSite Wireless to use a DAS designed, built and operated by InSite Wireless (“InSite Wireless MBTA DAS”) on the Massachusetts Bay Transportation Authority located in Boston, Massachusetts (“MBTA”)?

A16. *See Response A11.*

Q17. If the answer to Interrogatory No. 16 is “yes”, please describe how Applicant is able to use the InSite MBTA DAS to operate Applicant’s network.

A17. *See Response A11.*

Q18. If the answer to Interrogatory No. 16 is “yes”, please describe the network architecture of the InSite Wireless MBTA DAS and what functions are handled by the Applicant?

A18. *See Response A11.*

Q19. If the answer to Interrogatory No. 16 is “yes”, please describe what functions of the InSite Wireless MBTA DAS were handled by InSite Wireless.

A19. *See Response A11.*

Q20. If the answer to Interrogatory No. 16 is “yes”, is Applicant deploying the FirstNet frequencies on the InSite Wireless MBTA DAS?

A20. *See Response A11.*

Q21. If the answer to Interrogatory No. 16 is “yes”, is Applicant able to operate its FCC licensed frequencies on the InSite Wireless MBTA DAS with other wireless carriers such as Verizon Wireless, Sprint, and/or T-Mobile?

A21. *See Response A11.*

Q22. With reference to Exhibit C attached hereto (“InSite At A Glance”), has Applicant entered into agreements with InSite Wireless for any of InSite Wireless’s more than 66 major DAS/Small Cells installations and/or DAS development projects where Applicant uses InSite Wireless’s DAS/Small Cell infrastructure in order to transmit and receive Applicant’s FCC licensed frequencies?

A22. *See Response A11.*

Q23. If the answer to Interrogatory No. 22 is “yes”, please list the location and type of deployment.

A23. *See Response A11.*

Q24. With reference to Exhibit D attached hereto (“Petition by AT&T for a Declaratory Ruling Before the Connecticut Siting Council: Installation of a Small Cell Wireless Telecommunications Facility Having No Substantial Adverse Environmental Effect”), is Applicant intending to use the “small cell” for coverage to a certain area within the area of Hartford?

A24. *See Response A11.*

Q25. If the answer to Interrogatory No. 24 is “yes”, please describe the coverage area that AT&T expects to receive from such “small cell” installation.

A25. *See Response A11.*

Q26. If the answer to Interrogatory No. 24 is “yes”, is Applicant deploying the FirstNet frequencies on this “small cell” site?

A26. *See Response A11.*

Q27. If the answer to Interrogatory No. 24 is “yes”, is Applicant using fiber to/from the public rights-of-way to connect the “small cell” into Applicant’s network?

A27. *See Response A11.*

Q28. If the answer to Interrogatory No. 24 is “yes”, did Applicant consider the “small cell” over a more traditional telecommunications facility such as a tower or a rooftop?

A28. *See Response A11.*

Q29. If the answer to Interrogatory No. 28, is “yes”, what alternatives to the “small cell” were considered?

A29. *See Response A11.*

Q30. Does AT&T have a right to locate its telecommunications equipment in the public rights-of-way in the State of Connecticut?

A30. *See Response A11.*

- Q31. If the answer to Interrogatory No. 30 is “yes”, what authorization has AT&T received and from what agency or governmental authorization or approval?
- A31. *See Response A11.*
- Q32. Does AT&T have the right to use utility poles in the Town of Kent for its telecommunications equipment?
- A32. *See Response A11.*
- Q33. If the answer to Interrogatory No. 32 is “yes”, what authorization has AT&T received and from what agency or authorization or approval (private or public)?
- A33. *See Response A11.*
- Q34. In reference to Section 5 of Applicant’s Application (“Technical Report”), wherein Applicant states in Section 1 of the Technical Report that AT&T seeks to provide wireless service to key traffic corridors through residential areas of the Town of Kent, are such traffic corridors identified as Route 341 (Segar Mountain Road), Richards Road, Bald Hill Road, Stoneface Lane, and Spectacle Road?
- A34. *See the Radio Frequency Report included in Attachment 1 of the Application.*
- Q35. If the answer to Interrogatory No. 34 is “no”, please describe the coverage objectives from the proposed tower
- A35. *See Response A34.*
- Q36. If the answer to Interrogatory No. 34 is “yes”, could Applicant use Site A to locate DAS, “small cells” or other technology’s equipment as well as certain portions of AT&T’s telecommunications equipment?
- A36. *See Applicants’ Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q37. If the answer to Interrogatory No. 34 is “yes”, could a DAS, “small cells” or other technology using the Site A property in conjunction with the utility poles satisfy the coverage objective?
- A37. *See Applicants’ Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q38. Could AT&T deploy a DAS, “small cells” or other technology other than the proposed tower at Site A or Site B that could provide similar coverage to the roadways identified by AT&T as its coverage objective?
- A38. *See Applicants’ Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q39. If the answer to Interrogatory No. 38 is “no”, please further describe why alternative methods would not satisfy AT&T’s coverage objectives.

- A39. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q40. If the answer to Interrogatory No. 38 is "yes", please describe the alternatives to a tower that could satisfy the coverage as propounded by Applicant in its Application?
- A40. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q41. Reference is made to the letter dated April 22, 2020 ("CEQ Letter") from the Council on Environmental Quality (the "CEQ"), wherein CEQ recommended special attention to the siting of the telecommunications tower or to methods to reduce the visual impact; has Applicant considered methods to reduce the visual impact as recommended by CEQ?
- A41. *Yes. See the Responses to Siting Council Interrogatories Set I, Response A24 and Attachment 9.*
- Q42. If the answer to Interrogatory No. 41 is "no", please advise why Applicant has not considered methods to reduce the visual impact.
- A42. *No response.*
- Q43. If the answer to Interrogatory No. 41 is "yes", what methods has Applicant considered to be implemented to reduce the visual impact?
- A43. *See Response A41.*
- Q44. With reference to the CEQ Letter, would Applicant's use of a DAS, "small cell" or other technology reduce the visual impact as recommended by CEQ?
- A44. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q45. With reference to the CEQ Letter, would utilizing the rights-of-way and utility poles along the roadways achieve coverage similar to a proposed tower?
- A45. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q46. With reference to the CEQ Letter, would utilizing a DAS, "small cells" or other forms of technology combined with use of the utility poles along the public rights-of-way provide coverage to Applicant's coverage objective while reducing the visual impact of a tower?
- A46. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q47. If the Parties/Intervenors were agreeable to a DAS or "small cells" along the public rights-of-way to provide (and possibly increase) the coverage objectives of Applicant, would Applicant use such technology as an alternative to the proposed tower?

- A47. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q48. If the answer to Interrogatory No. 47 is "no", please advise why Applicant would not use DAS, "small cells" or other technologies to meet the coverage objectives of AT&T.
- A48. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q49. If the answer to Interrogatory No. 47 is "yes", what network design would Applicant utilize to meet its coverage objectives (i.e., DAS, "small cells" or other technology)?
- A49. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*
- Q50. Has the Applicant completed the visibility analysis as recommended by CEQ in the CEQ Letter?
- A50. *Yes. The resources in the CEQ Letter associated with Lake Waramaug are included in the Visibility Analyses included in Attachment 10 of the Application. As shown therein, there is no visibility from those locations within the 2-mile study area. Areas along the road and the State Park picnic areas, as well as the boat launch were field verified. The Applicant modeled areas farther east (beyond the 2-mile Study Area) to determine potential views over the Lake and surrounding high points. Site B (Richards Road) would be visible over eastern portions of the Lake, at distance ranging from approximately 2.6 to over 4 miles away. The nearer distances may experience views of the top of the tower (anywhere from at the tree line and potentially rising to ± 25 feet above the trees). As you move farther away, the tower would likely rise higher above the trees; however, those locations are 3 to 4 miles away from the site. At those distances, the facility would not be a prominent feature on the horizon. With the exception of the northern and southern ends of the ridge immediately west of the lake, no views are anticipated from this area. In Attachment 10 of the Application filing, photo locations 1 (northern extent of ridge) and 6 (southern extent) provide representative views from these areas. Site A (bald Hill Road) would not be visible from the Lake Waramaug area.*
- Q51. If the answer to Interrogatory No. 50 is "no", please advise why Applicant has not completed the visibility analysis.
- A51. *No response.*
- Q52. If the answer to Interrogatory No. 50 is "yes", please provide such visibility analysis.
- A52. *See Response A50.*
- Q53. Has AT&T utilized outdoor DAS as a method to provide wireless coverage in lieu of using a tower or rooftop structures?
- A53. *See Applicants' Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*

Q54. If the answer to Interrogatory No. 53 is “no”, please advise why AT&T has not used DAS as an alternative solution.

A54. *See Applicants’ Responses to Siting Council Interrogatories Response A46 dated July 16, 2020.*

Q55. If the answer to Interrogatory No. 53 is “yes”, please provide street address, city and state where AT&T has utilized outdoor DAS.

A55. *No response.*

Q56. If the answer to Interrogatory No. 53 is “yes”, please describe the requirements for AT&T to design and operate an outdoor DAS.

A56. *No response.*

CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing was sent electronically to the Connecticut Siting Council and to the service list below with one hard copy sent to the Connecticut Siting Council via first class mail in accordance with Connecticut Siting Council directives:

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July 16, 2020



Lucia Chiochio
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White Plains, NY 10601
(914)-761-1300
Attorneys for the Applicants

ATTACHMENT 1



July 15, 2020

VIA EMAIL

Melanie A Bachman, Esq.
Executive Director/Staff Attorney
State of Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

**Re: Docket No. 488
Application of Homeland Towers, LLC and New Cingular Wireless PCS, LLC (d/b/a AT&T) for a
Certificate of Environmental Compatibility for Public Need for the Construction, Maintenance
and Operation of a Telecommunications Facility at Bald Hill Road, Town of Kent, CT**

Dear Attorney Bachman:

This letter is sent in support of the above-referenced application of Homeland Towers, LLC ("Homeland") in connection with its proposed construction of a communications tower and related facilities (the "Telecommunications Facilities") on certain property owned by InSite Towers Development 2, LLC ("InSite") in the Town of Kent, Litchfield County, Connecticut bearing Tax ID No. 2018-0000090 (the "Property"). InSite acquired the Property on September 16, 2019 via Administrator's Deed recorded at Book 189, Page 224, a copy of which is enclosed for your ease of reference.

By this letter, InSite confirms that Homeland, as the lessee under that certain Option and Ground Lease Agreement dated June 13, 2012, a Memorandum of which was recorded on May 29, 2018 at Book 186, Page 683 (the "Ground Lease"), has the right to develop the Telecommunications Facilities on a portion of the Property. A copy of the recorded Memorandum is also enclosed for your ease of reference.

Homeland develops telecommunications facilities on behalf of InSite pursuant to the terms of that certain Purchase and Sale and Tower Development Agreement dated January 20, 2011, as amended (the "Development Agreement"). While the terms of the Development Agreement are confidential, InSite confirms that, pursuant to its terms, Homeland will transfer ownership of the Telecommunications Facilities to InSite upon the completion of construction thereof.



Melanie A. Bachman, Esq.

July 15, 2020

Page 2

Thank you for your kind attention to this matter. Should you have any further questions, please feel free to contact the undersigned at (714) 396-1360; roni.jackson@insitewireless.com.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Roni D. Jackson", written over the typed name and title.

Roni D. Jackson
General Counsel

Enclosures

cc: M. Vicente/Homeland Towers, LLC
R. Vergati/Homeland Towers, LLC

After Recording Return To:

ADMINISTRATOR'S DEED – STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT, Rebecca Rigdon, Administrator of the Estate of John Atwood (hereinafter referred to as "Grantor"), of 5 Booth House Lane, New Milford, Connecticut, for [REDACTED]

[REDACTED] grants to Insite Towers Development 2, LLC, a Delaware limited liability company (hereinafter referred to as "Grantee"), of 1199 N. Fairfax Street, Suite 700, Alexandria, VA 22314, with ADMINISTRATOR'S COVENANTS, all that certain real property known as Bald Hill Road in the town of Kent, Connecticut, being more particularly described as follows:

All that certain piece or parcel of land situated in the Town of Kent, County of Litchfield, State of Connecticut, on the Westerly side of Town Highway known as Bald Hill Road. Said premises are more particularly shown as Lot 2; 2.000 Acres, on a certain map entitled "Subdivision Plan Prepared for Leo J. Paquette Bald Hill Road Kent, Connecticut Scale 1" = 50' August, 1983" Class A-2 Survey certified by Richard J. Adams, R.L.S., Kent, Connecticut, which map was approved by the Planning Commission of the town of Kent on October 24, 1984 and filed with the Town Clerk of Kent as Map No. 638B.

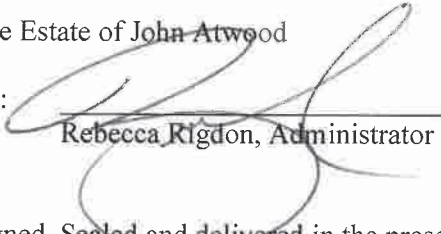
Known as Tax ID: 2018-0000090 and being the same property conveyed to the Estate of John Atwood c/o Rebecca Rigdon, Esq., administrator, fiduciary, from the Estate of John Atwood, Grantor by Notice For Land Records/Appointment of Conservator of the Estate Recorded 06/12/2017, as Book 184, Page 925 of the Town of Kent Records.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 16th day of September 2019.

The Estate of John Atwood

By:


Rebecca Rigdon, Administrator

Signed, Sealed and delivered in the presence of or attested by:


Witness: Michael Lupke



Witness: Dennis Guido

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031 19043660
AKRON OHIO 44311
(330-436-6000)

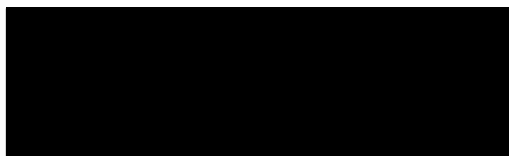
STATE OF CONNECTICUT)
)
COUNTY OF LITCHFIELD) ss: New Milford

Personally appeared Rebecca Rigdon, Administrator of the Estate of John Atwood, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in the capacity therein stated, before me.

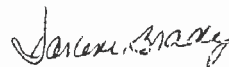
Witness my hand and official seal, this the 16th day of September 2019.



Commissioner of the Superior Court
~~Notary Public~~ *Martin F. Landgrabe*
~~My Commission Expires:~~



Received for Record at Kent, CT
On 09/25/2019 03:22:17 PM



BK 186 PG 683
AGREEMENT

RECORDING REQUESTED BY

Homeland Towers LLC
9 Harmony St. 2nd Floor
Danbury, CT 06810

Record and Return to:

Homeland Towers LLC
9 Harmony St 2nd FL
Danbury, CT 06810

Bald Hill Rd, Kent, CT 5-B-L-10-22-38

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this 13 day of June, 2012 by and between John P. Atwood ("Lessor") and Homeland Towers, LLC ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of June 13, 2012. The Lease contains, among other things, the following terms:

1. Description of Leased Premises. The Leased Premises are located on that certain parcel of real property described in Exhibit "A" hereto (the "Property"), which Exhibit is incorporated herein by this reference. The Leased Premises are described in Exhibit "B," which Exhibit is incorporated herein by this reference.

3. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

4. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, and (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease.

5. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

6. Ratification of Lease. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease.

Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum Of Option and Ground Lease as of the date first above written.

John P. Atwood
("LESSOR")

By: _____

Print Name: _____

Print Title: _____

State of Connecticut
County of Litchfield

On June 7, 2012, before me, (here insert name and title of the officer), personally appeared John P. Atwood who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum Of Option and Ground Lease as of the date first above written.

Homeland Towers, LLC
("LESSEE")

By: _____

Print Name: _____

Print Title: _____

State of New York
County of Westchester

On June 13 2012, before me, (here insert name and title of the officer), personally appeared Manuel Vicente who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Commission No.: _____

My Commission Expires: _____

(Affix Notarial Seal)

VINCENT L. XAVIER
Notary Public, State of New York
No. 01XA6136274
Qualified in Westchester County
Commission Expires Nov. 7, 2009

VINCENT L. XAVIER
Notary Public, State of New York
No. 01XA6136274
Qualified in Westchester County
Commission Expires Nov. 7, 2009

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Kent, County of Litchfield, and State of Connecticut, on the Westerly side of Town Highway known as Bald Hill Road. Said premises are more particularly shown as Lot 2; 2.000 Acres, on a certain map entitled, "Subdivision Plan Prepared for Leo J. Paquette Bald Hill Road Kent, Connecticut Scale 1" = 50' August, 1983" Class A-2 Survey certified by Richard J. Adams, R.L.S., Kent, Connecticut, which map was approved by the Planning Commission of the Town of Kent on October 24, 1984, and filed with the Kent Town Clerk's Office as Map No. 638B

JPA
MU

EXHIBIT "B" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF LEASED PREMISES

 X The Leased Premises includes ground space.

 The Leased Premises includes rooftop space.

Refer to Exhibit A for description

Received for Record at Kent, CT
On 05/29/2018 01:59:50 PM

Janice Brady