

**Site Search Summary**  
(Farmington North 2)

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 telecommunications facility in Farmington are provided below.

**Site Search Process**

To initiate its site selection process in an area where a coverage or capacity problem has been identified, Cellco first establishes a “site search ring” or “site search area.” In any search ring or area, Cellco seeks to avoid the unnecessary proliferation of towers and to reduce the potential adverse environmental effects of the facility, while at the same time maximizing the quality of service provided from a particular 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 are capable of supporting Cellco's telecommunications equipment at a location and elevation that satisfies its technical requirements.

**Existing Facilities**

Cellco maintains eight (8) existing communications facilities all located within approximately 4.1 miles of the proposed Farmington North 2 Facility. These existing facilities, however, cannot provide the coverage or capacity relief needed in the identified problem areas, along Route 10 and local roads in the area. (See Attachment 7).

	<u>OWNER/OPERATOR</u>	<u>FACILITY TYPE</u>	<u>LOCATION</u>	<u>ANTENNA HEIGHT</u>
1.	Avon Water Company (Avon)	Water Tank	Darling Drive Avon, CT	123'
2.	Avon Water Company (Avon 2)	Water Tank	24 Ridgewood Road Avon, CT	66'
3.	Talcott Mountain Science Center (Talcott Mountain)	60-foot Lattice Tower	Talcott Mountain Bloomfield, CT	56'
4.	Marlin Tower (Talcott 2)	346-foot Guyed Lattice Tower	3114 Albany Avenue West Hartford, CT	130'

	<u>OWNER/OPERATOR</u>	<u>FACILITY TYPE</u>	<u>LOCATION</u>	<u>ANTENNA HEIGHT</u>
5.	Private Company (Farmington 3)	Roof-top	1371 Farmington Avenue West Hartford, CT	84'
6.	UCONN Health Center (Farmington N)	Roof-top Tower	263 Farmington Avenue Farmington, CT	131'
7.	Sprint (New Britain 5)	140-foot Monopole	130 Birdseye Road Farmington, CT	110'
8.	First Church of Christ (Unionville)	Church Steeple	61 Main Street Unionville, CT	95'

If existing towers or structures are not available or technically feasible, other locations are investigated where the construction of a new tower is required to provide adequate elevation to satisfy Cellco's requirements. The list of available locations may be further reduced if, after preliminary negotiations, the property owners withdraw a site from further 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, possibly with lights; those with substantial adverse impacts on densely populated residential areas; and those with limited ability to share space with other public or private telecommunications entities). 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.

### **Identification of the Farmington North 2 Search Area**

The purpose of the proposed Farmington North 2 Facility is to provide reliable coverage to areas where existing cellular and PCS coverage gaps have been identified in certain northeastern portions of Farmington and southeastern portions of Avon, particularly and primarily along the heavily-traveled Route 10. The proposed Farmington North 2 Facility will also provide additional traffic handling capacity in the Farmington area by off-loading wireless traffic from Cellco's existing sites in the area. The coverage gaps were identified using best server propagation modeling.

The descriptions of the individual sites investigated, which are set forth below, include sites both inside and out of the Farmington North 2 search area that were analyzed and found to be technically unworkable or unavailable. This is due either to the topography in the area or the overall distance from the investigated site to the search area and adjacent facilities.

### **Sites Investigated in the Farmington Area**

In addition to the existing communications facilities listed above, Cellco identified and investigated the sites described below.

1. Simmons Family Farm – This is an approximately 9.9-acre parcel, owned by the Town of Farmington, located on the west side of Route 10. Cellco and the property owner have entered into a lease agreement for use of the parcel for a tower site. This site is the proposed location for the Farmington North 2 Facility.
2. Avon Old Farms School - Field House – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco’s calls or responded to any of its e-mails.
3. Avon Old Farms School - Water Tank – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco’s calls or responded to any of its e-mails.
4. Avon Old Farms School - Playing Fields – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco’s calls or responded to any of its e-mails.
5. Town of Avon Department of Public Works – This is an approximately 11-acre parcel off Arch Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
6. Rotondo Inc. – This is an approximately 12-acre parcel at 151 Old Farms Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
7. Sandford & Hawley Lumber – This is an approximately 6.4-acre parcel off Sandscreen Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
8. Pinnacle Tower Site – This is an approximately 30.3-acre parcel off Deercliff Road in Avon. Because of its location at the top of Avon Mountain, a facility at this site would not satisfy Cellco’s Farmington North 2 coverage objectives because it would overshoot the target area.
9. WTIC Radio Tower – This is an approximately 21.6-acre parcel off Deercliff Road in Avon. Because of its location at the top of Avon Mountain, a facility at

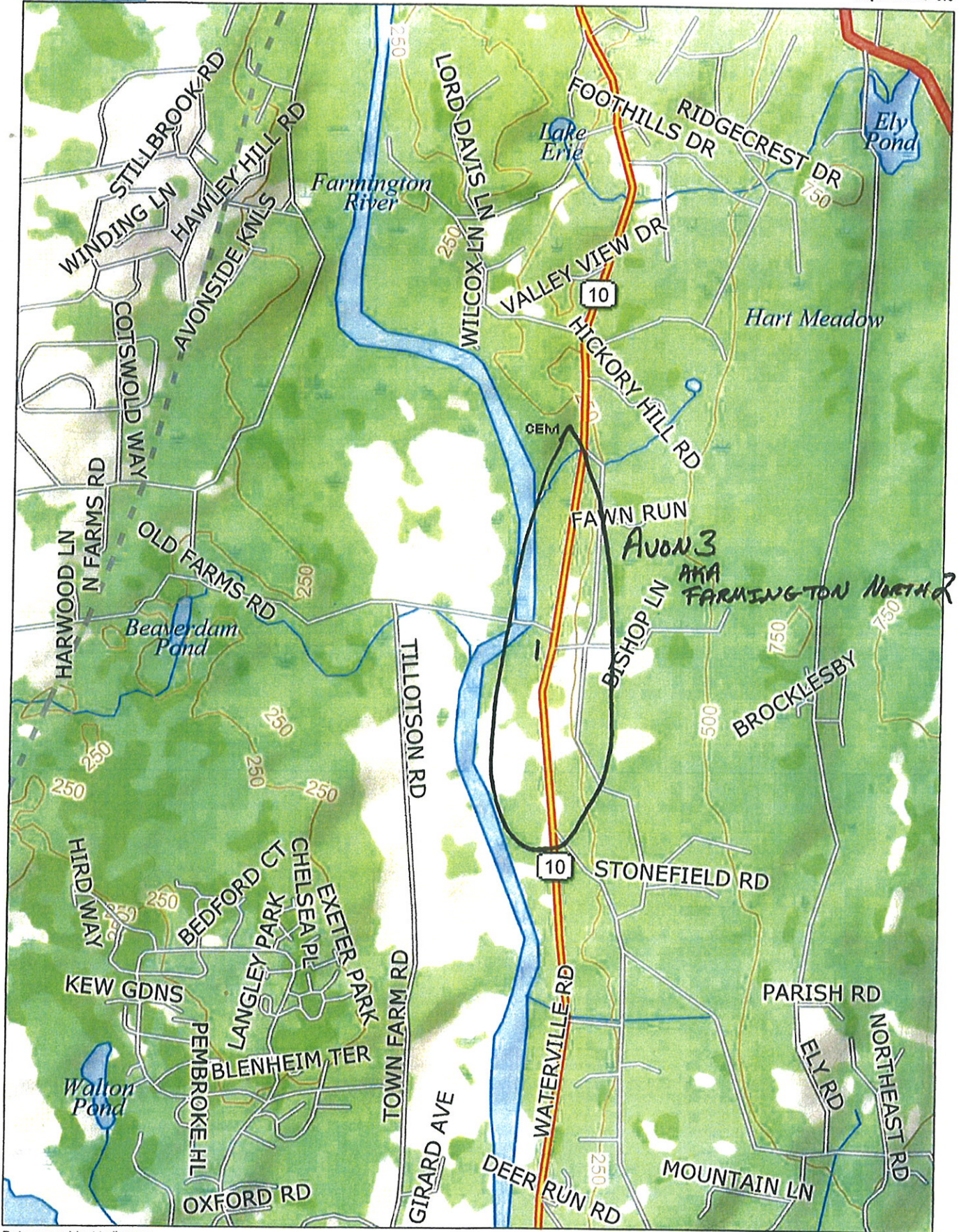
this site would not satisfy Cellco's Farmington North 2 coverage objectives because it would overshoot the target area.

10. Farmington Country Club – This is an approximately 37.4-acre parcel with a street address of 806 Farmington Avenue in Farmington. The location is too far south to satisfy Cellco's Farmington North 2 coverage objectives.
11. Women's Health Property – This is an approximately 3.6-acre parcel at 22 Waterville Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
12. River Farms Property – This is a parcel located off Route 10 in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
13. Charles Atkinson Property – This is an approximately 3-acre parcel at 117 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
14. Damico/Matteo Property – This location consists of two parcels at 610 Waterville Road (approximately 3.4 acres) and 630 Waterville Road (approximately 6 acres) in Avon. Wetlands and multiple watercourses located on these properties would make finding a suitable location for development extremely difficult, if not impossible.
15. Julianne Wayne Property – This is an approximately 13.1-acre parcel at 219 Cider Brook Road in Avon. The wetlands located on this property would make finding a suitable location for development extremely difficult.
16. Frank Zawisa Property – This is an approximately 3.8-acre parcel off Route 10 in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
17. Phillip Schenck (now Emer Coyne) Property – This is an approximately 8.8-acre parcel at 595 Waterville Road in Avon. The majority of this property is encumbered by wetlands and a floodplain associated with the Farmington River, which would make finding a suitable location for development extremely difficult, if not impossible.
18. Bruce Manternach Property – This is an approximately 23.6-acre parcel at 112 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.

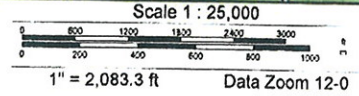
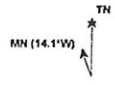


19. Tillottson Road/CL&P Structure – In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
20. Route 10/CL&P Structure – In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
21. Merrifield/Coyne Property – This is an approximately 17.25-acre parcel at 575 Waterville Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
22. Charlotte Church Property – This is an approximately 2.2-acre parcel at 47 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
23. Lackey Property – This is an approximately 6-acre parcel at 691 Waterville Road in Avon. This property is located within the floodplain for the Farmington River, which would make finding a suitable location for development extremely difficult, if not impossible.
24. Arute Property – This is an approximately 20-acre parcel at 345 Waterville Road in Avon. The location is too far north to satisfy Cellco’s Farmington North 2 coverage objectives.
25. Low Property – This is an approximately 8.1-acre parcel at 333 Waterville Road in Avon. The location is too far north to satisfy Cellco’s Farmington North 2 coverage objectives.
26. Pachucki Property – This is an approximately 3.3-acre parcel at 4 Hickory Hill Road in Avon. The location is too far north to satisfy Cellco’s Farmington North 2 coverage objectives.
27. Percival Property – This is an approximately 4-acre parcel at 25 Hickory Hill Road in Avon. The location is too far north to satisfy Cellco’s Farmington North 2 coverage objectives.
28. Farmington Country Club – This is an approximately 93.9-acre parcel off Route 10 in Farmington. The location is too far south to satisfy Cellco’s Farmington North 2 coverage objectives.
29. Farmington Polo Grounds – This is an approximately 59.5-acre parcel located at 152 Town Farm Road in Farmington. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.



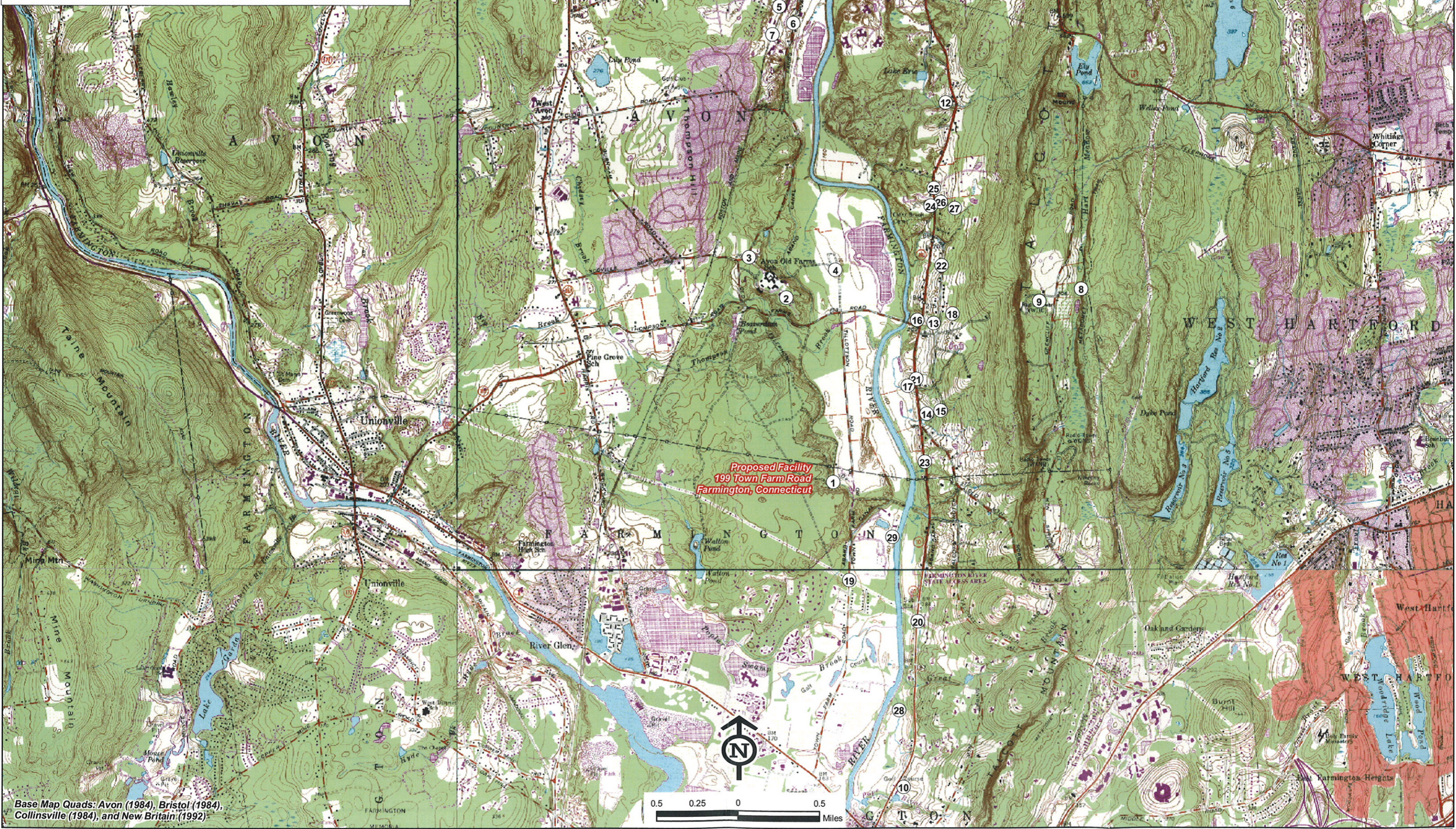


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# Site Search Summary Map Farmington, CT and Surrounding Area



Base Map Quads: Avon (1984), Bristol (1984), Collinsville (1984), and New Britain (1992)





# Photolog Documentation

Town of  
Farmington  
Connecticut

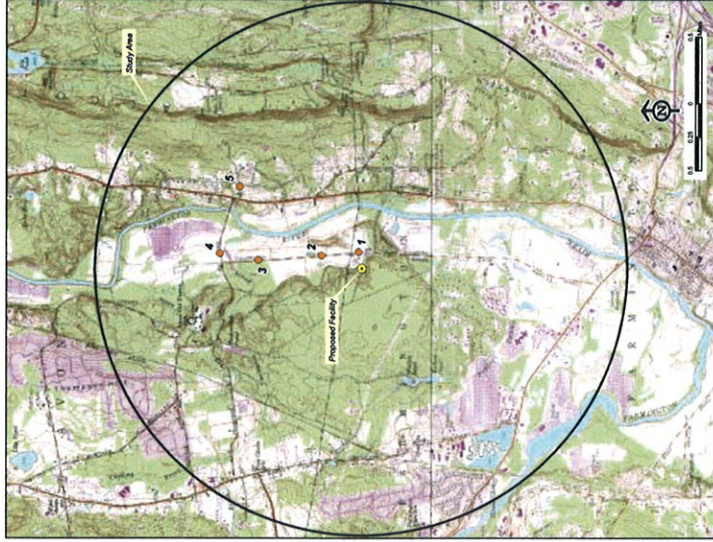


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# Photographic Documentation and Simulation View 1

Town of  
**Farmington**  
Connecticut



199 Town Farm Road  
Farmington, CT

Monopine installation

**PHOTO TAKEN FROM TOWN FARM ROAD ADJACENT TO HOST PROPERTY, LOOKING SOUTHWEST  
DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.13 MILE +/-**

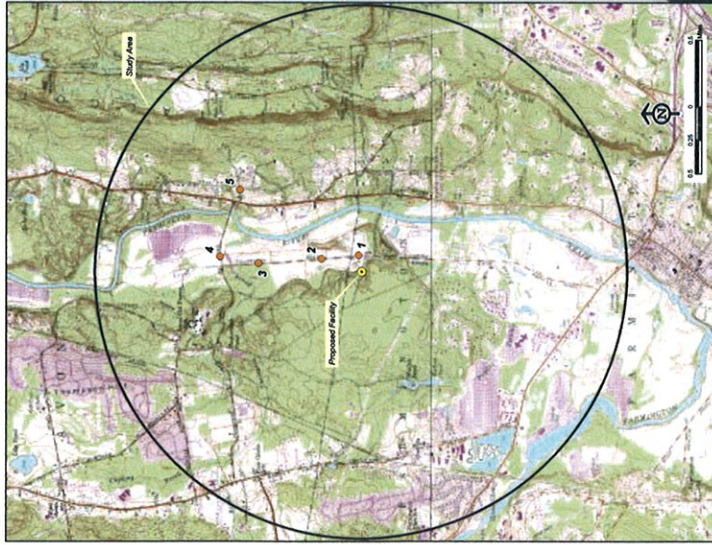


VHB  
Vantasse Hargen Braselton, Inc.



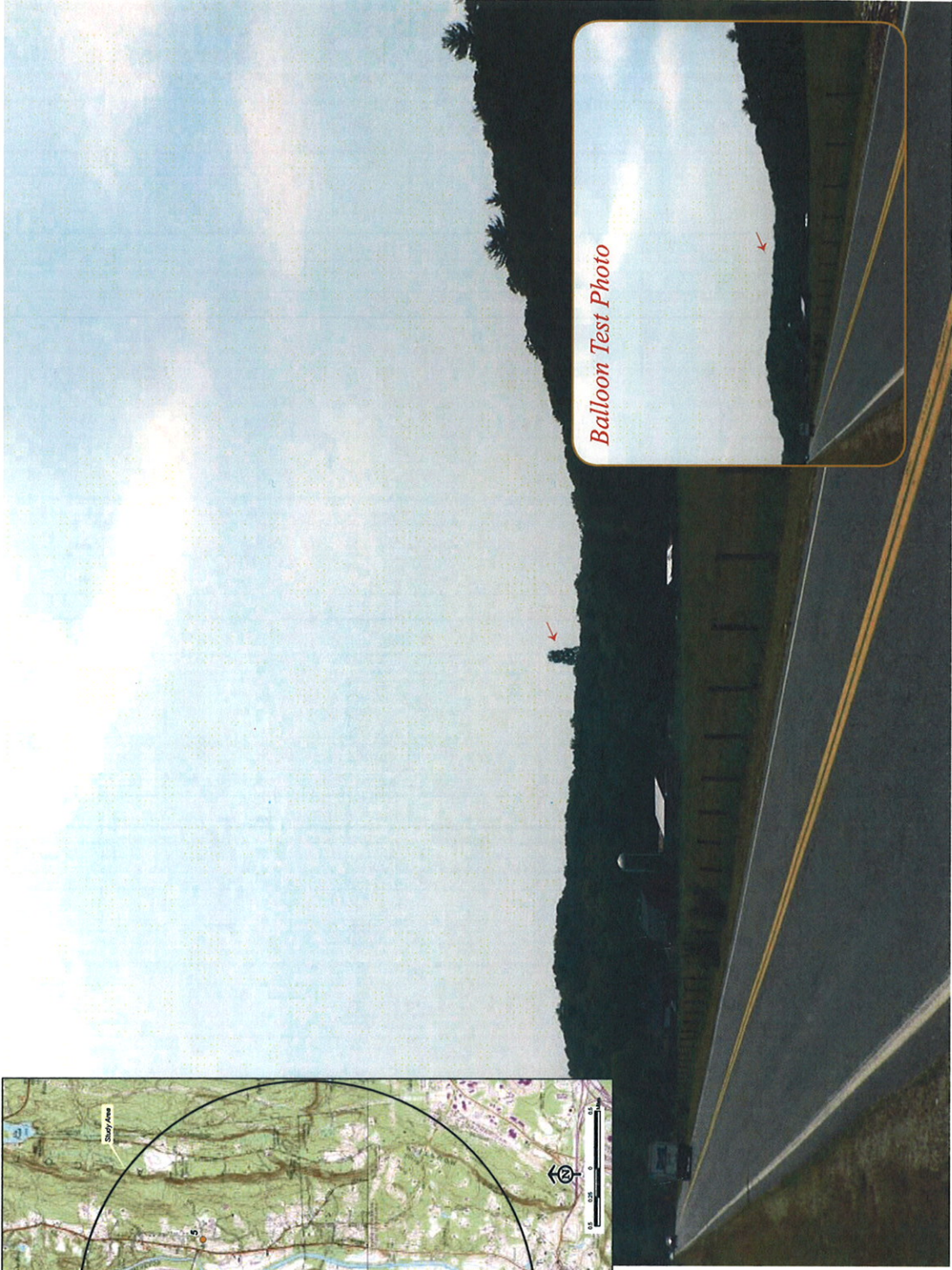
# Photographic Documentation and Simulation View 2

Town of  
**Farmington**  
Connecticut



199 Town Farm Road  
Farmington, CT

Monopine installation



**PHOTO TAKEN FROM TILLOTSON ROAD, LOOKING SOUTHWEST**  
DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.32 MILE +/-

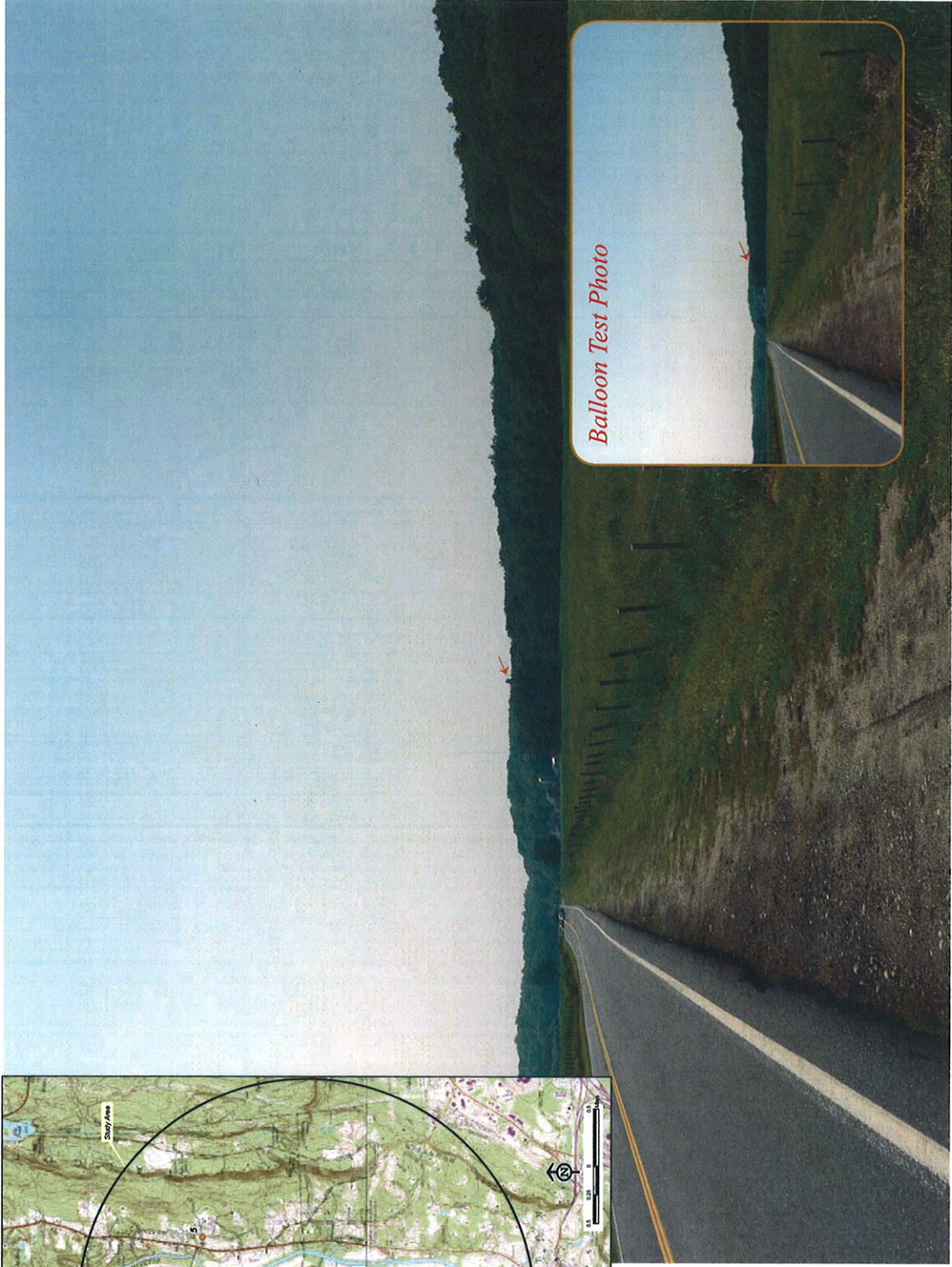
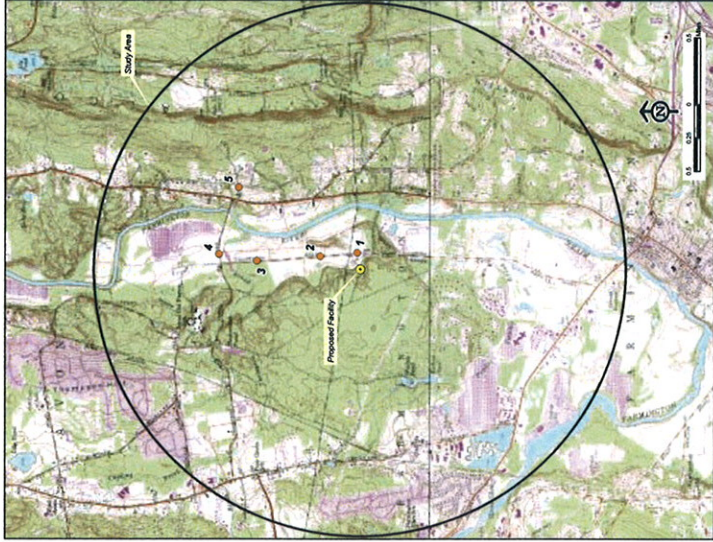


**WHD** Vannasse Hangen Brustlin, Inc.



# Photographic Documentation and Simulation View 3

Town of  
**Farmington**  
Connecticut



199 Town Farm Road  
Farmington, CT

Monopine installation

**PHOTO TAKEN FROM TILLOTSON ROAD, LOOKING SOUTHWEST**

DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.78 MILE +/-

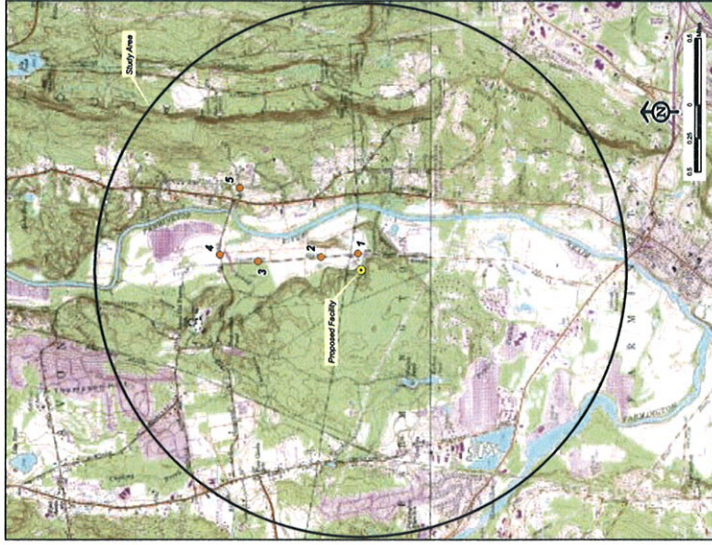


**HB** Vancasse Hangen Brustlin, Inc.



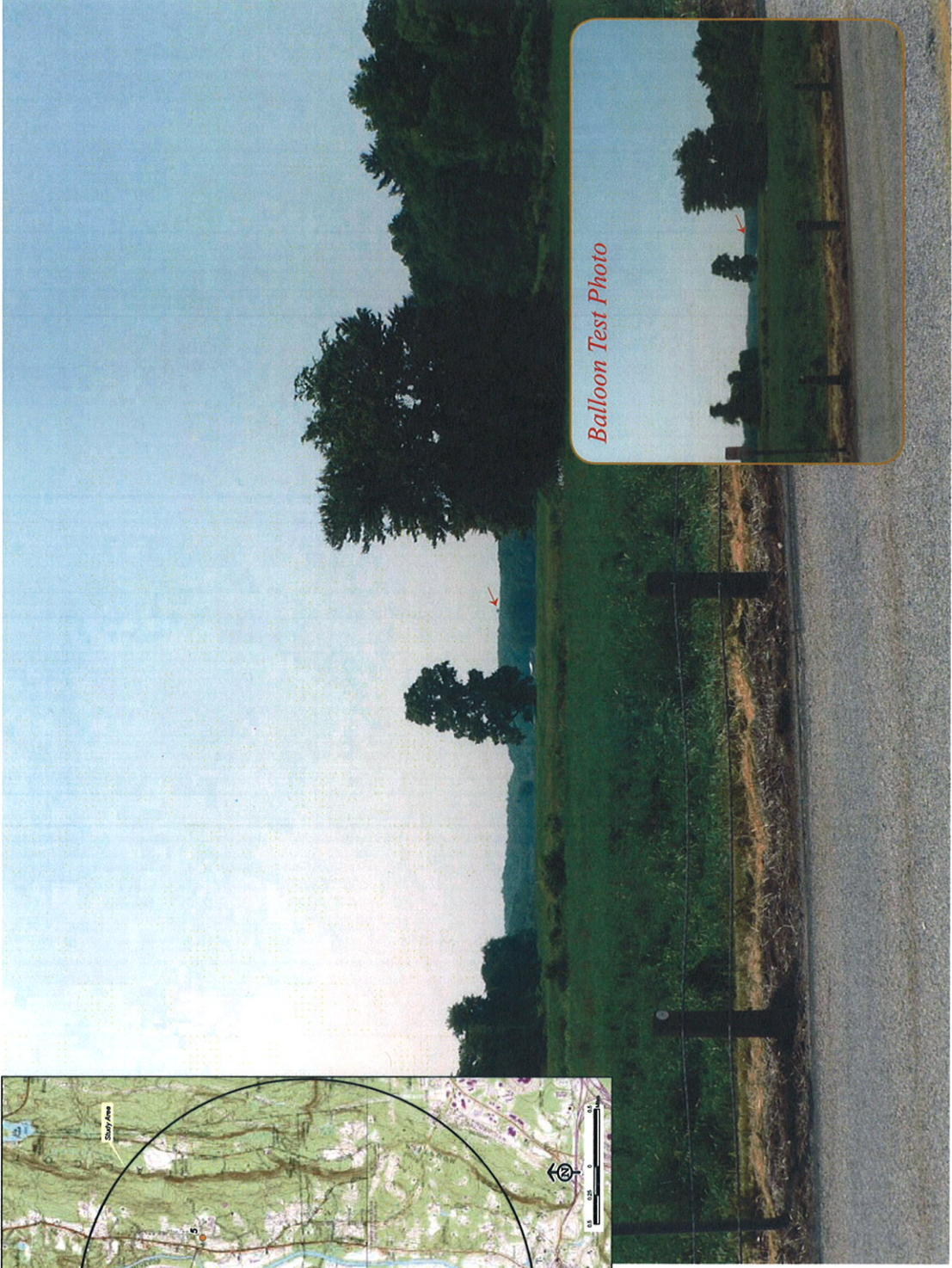
# Photographic Documentation and Simulation View 4

Town of  
**Farmington**  
Connecticut



199 Town Farm Road  
Farmington, CT

Monopine installation



*Balloon Test Photo*

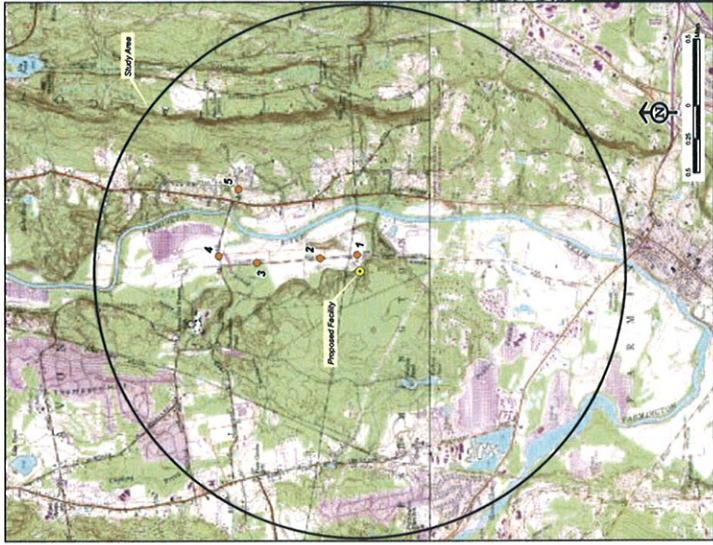
**PHOTO TAKEN FROM OLD FARMS ROAD, ADJACENT TO THE GEORGE M. TRAUTMAN PARK, LOOKING SOUTHWEST**  
DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 1.07 MILES +/-





# Photographic Documentation and Simulation View 5

Town of  
**Farmington**  
Connecticut



*Balloon Test Photo*

199 Town Farm Road  
Farmington, CT

Monopine installation

**PHOTO TAKEN FROM THE INTERSECTION OF BISHOP LANE AND CIDER BROOK ROAD, LOOKING SOUTHWEST  
DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 1.10 MILES +/-**



# Attachment B

## Viewshed Map



# Viewshed Map

## Topography and Forest Cover as Constraints

Town of  
Farmington  
Connecticut

### Proposed Verizon Wireless Telecommunications Facility The Simmons Family Farm 199 Town Farm Road Farmington, Connecticut

**NOTE:**

- Viewshed analysis conducted using ESRI's Spatial Analyst.
- Proposed Facility height is 117 feet.
- Existing tree canopy height estimated at 65 feet.
- Study Area consists of a two-mile radius surrounding the proposed Facility and includes 8,042 acres of land.

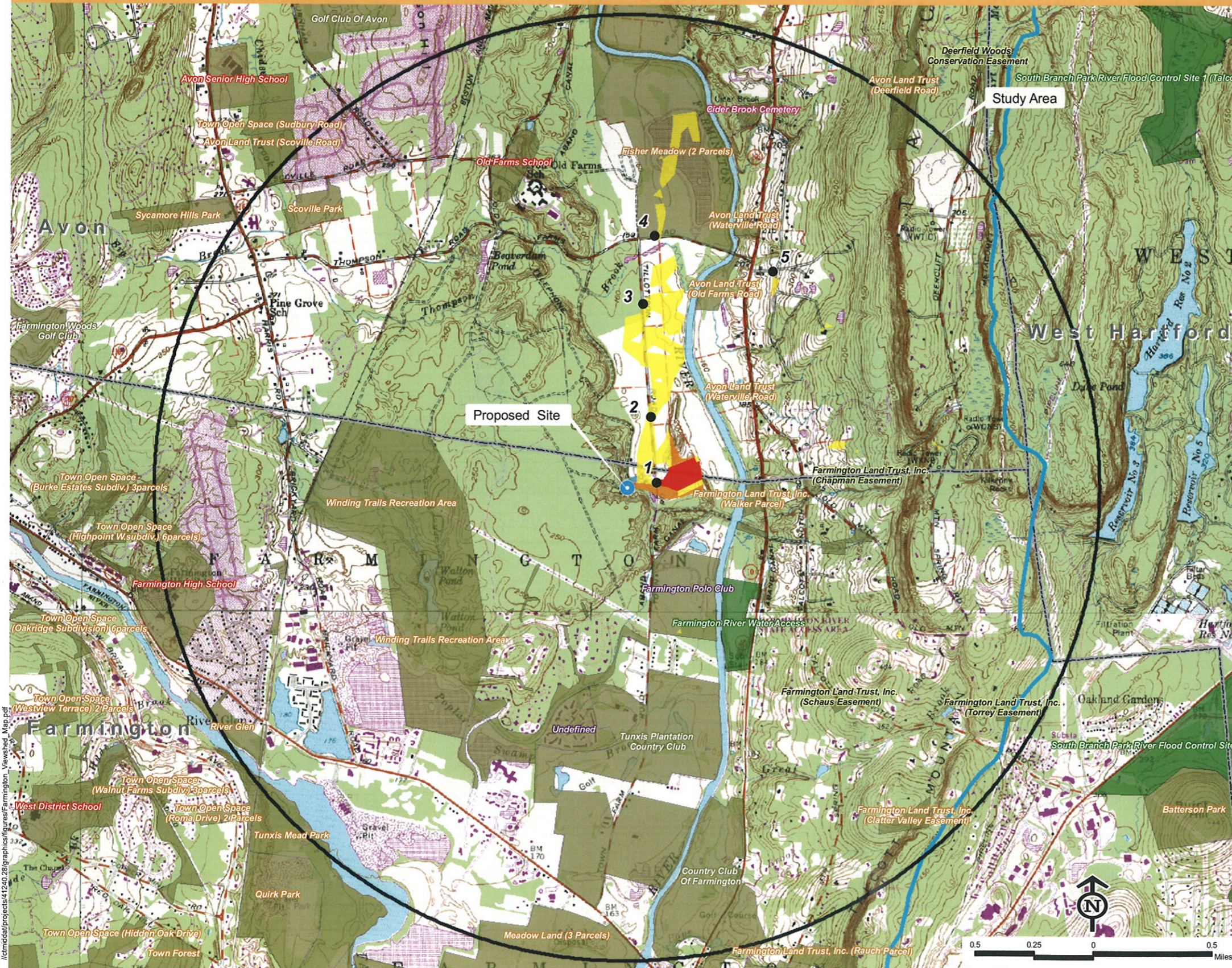
**DATA SOURCES:**

- Digital elevation model (DEM) derived from USGS National Elevation Dataset (NED) with a resolution of one arc-second (approximately 30 meters) produced by the USGS, 1925 - 1999
- Forest areas derived from 2006 digital orthophotos with 1-foot pixel resolution; digitized by VHB, 2007
- Base map comprised of Avon (1984), Bristol (1984), Collinsville (1984) and New Britain (1992) USGS Quadrangle Maps
- Protected properties data layer provided CTDEP; May, 2007
- Scenic Roads layer derived from available State and Local listings.

Map Compiled November, 2007

**Legend**

- Proposed Monopine Location (Includes select areas of visibility within approximately 500 feet around facility)
- Photographs - June 1, 2007
- Balloon visible above trees
- Anticipated Seasonal Visibility (Approximately 9 Acres)
- Approx. % of Monopine Visible (Year-Round)
  - Tree Line to Upper 25% - 91 Acres
  - 50% - 10 Acres
  - Entire Facility Visible - 1 Acre
- Total Year-Round Visibility Approximately 102 Acres
- Protected Properties (Municipal)
- Cemetery
- Preservation
- Conservation
- Existing Preserved Open Space
- Recreation
- General Recreation
- School
- Uncategorized
- Protected Properties (CT DEP)
- State Forest
- State Park
- DEP Owned Waterbody
- State Park Scenic Reserve
- Historic Preserve
- Natural Area Preserve
- Fish Hatchery
- Flood Control
- Other
- State Park Trail
- Water Access
- Wildlife Area
- Wildlife Sanctuary
- DEP Boat Launches
- Scenic Road (State and Local)
- Metacomet Trail (CT Blue Blaze)
- Town Line
- Protected Properties (Federal)





January 8, 2009

Verizon Wireless  
c/o Ms. Rachel Mayo  
Robinson & Cole, LLP  
280 Trumbull Street  
Hartford, CT 06103

Subject: Section 7 USFW  
Farmington North 2 / P#2000017850, L#119646  
199 Town Farm Road, Farmington, Hartford County, Connecticut  
EBI Project #61073006

Dear Ms. Mayo:

The following Project Site was evaluated with respect to possible federally-listed, threatened or endangered species in order to determine if the proposed telecommunications facility would result in a potential adverse effect to federally-listed species. This evaluation was performed in accordance with the direction and information provided by the United States Department of the Interior Fish and Wildlife Service (USFWS) in their January 2, 2009 letter. A copy of this correspondence is attached. Additionally, in EBI's earlier correspondence with the USFWS, dated September 10, 2007, a tree canopy height of 40' and access and utility easement of 12' wide were identified, however the actual tree canopy height is 65' and the access and utility easement is 14' wide. EBI notes that these changes do not affect the evaluation of the Project Site.

According to information provided by the USFWS in their January 2, 2009 letter and on their website (<http://www.fws.gov/northeast/newenglandfieldoffice/endangeredspec-consultation.htm>), four federally-listed threatened species have been identified within Hartford County, Connecticut: the Bald Eagle, Dwarf Wedge Mussel, Puritan Tiger Beetle, and the Sandplain Gerardia. The Bald Eagle was officially delisted in the lower 48 states from the list of endangered species and threatened wildlife. Further research on the remaining three species regarding their natural habitats identified the following information:

**Dwarf Wedge Mussel:** The preferred habitat for the Dwarf Wedge Mussel is a freshwater stream or river. This mollusk lives on the sand, firm muddy sand, firm clay, and gravel located at the bottom of moving freshwater with slow to moderate currents.

**Puritan Tiger Beetle:** The preferred habitat for the Puritan Tiger Beetle is the upper portion of a sandy beach associated with either fresh or salt water. Larvae of this species of insect thrive on large cliffs with minimal vegetation. The species has always been associated with the Connecticut River and the Chesapeake Bay, and is recently only found on sandy, narrow stretches of beach located next to cliffs.

**Sandplain Gerardia:** The Sandplain Gerardia only thrives in an area of dry, sandy, short grass plains, roadsides, or oak scrub openings. The species requires an open habitat, maintained by periodic disturbances to its environment. Currently, Connecticut only supports one small population, which is located in a cemetery.

Both the Dwarf Wedge Mussel and Puritan Tiger Beetle require a close proximity to water, whether it is the bottom of a stream or river (Dwarf Wedge Mussel) or the beach near a body of water (Puritan Tiger Beetle). The Project Site is located approximately 250 feet west of the Farmington Canal and 1,600 feet west of the Farmington River, which is not a known habitat for either species, and the local habitat would not adequately support either of these species. Therefore, it is unlikely that *Verizon Wireless'* proposed telecommunications project will impact either the Dwarf Wedge Mussel or the Puritan Tiger Beetle.

Based on the habitat requirements of the Sandplain Gerardia (dry, sandy, poor-nutrient soils, usually within ten miles of the coast) and EBI's visual observations made during a site inspection, it is unlikely that *Verizon Wireless'* proposed

telecommunications project will impact the Sandplain Gerardia. Additionally, during a September 11, 2007 telephone conversation, Mr. Anthony Tur, Endangered Species Specialist with the USFWS, stated that he concurred with EBI's assessment that the Project Site would be an unsuitable habitat for the Sandplain Gerardia and was unaware of any other federally-listed threatened or endangered species that would be negatively impacted by the project.

Based on EBI's review of the natural habitats of the three Federally-listed threatened species identified in Hartford County and information provided by the USFWS, it does not appear that habitat at the Subject Property is suitable to support these species. Therefore, with consideration given to the fact that no suspected habitats for listed threatened or endangered species were identified at the Subject Property, *Verizon Wireless'* proposed project is not likely to affect Federally-listed threatened or endangered species.

Thank you for the opportunity to prepare this *Letter*, and assist you with this project. Please do not hesitate to contact us should you have any questions or if we may be of further assistance.

Respectfully Submitted,



Robert Helfrich  
Program Manager  
EBI Consulting  
(860) 352-2237  
[rhelfrich@ebiconsulting.com](mailto:rhelfrich@ebiconsulting.com)

Appendix A - Photographs  
Appendix B - USFWS Correspondence

## **APPENDIX A PHOTOGRAPHS**



1. Facing East at proposed site location.



2. Facing North from Project Site.





3. Facing South from Project Site.



4. Facing Northwest from Project Site, toward equipment shed.





5. Facing East along access to Town Farm Road.

## **APPENDIX B**

### **USFW CORRESPONDENCE**



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087  
<http://www.fws.gov/northeast/newenglandfieldoffice>

January 2, 2009

To Whom It May Concern:

The U.S. Fish and Wildlife Service's (Service) New England Field Office has determined that individual project review for certain types of activities associated with communication towers is **not required**. These comments are submitted in accordance with provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Due to the rapid expansion of the telecommunication industry, we are receiving a growing number of requests for review of **existing** and **new** telecommunication facilities in relation to the presence of federally-listed or proposed, threatened or endangered species, critical habitat, wilderness areas and/or wildlife preserves. We have evaluated our review process for proposed communications towers and believe that individual correspondence with this office is not required for the following types of actions relative to **existing** facilities:

1. the re-licensing of existing telecommunication facilities;
2. audits of existing facilities associated with acquisition;
3. routine maintenance of existing tower sites, such as painting, antenna or panel replacement, upgrading of existing equipment, etc.;
4. co-location of new antenna facilities on/in existing structures;
5. repair or replacement of existing towers and/or equipment, provided such activities do not significantly increase the existing tower mass and height, or require the addition of guy wires.

In order to curtail the need to contact this office in the future for individual environmental review for **existing** communication towers or antenna facilities, please note that we are not aware of any federally-listed, threatened or endangered species that are being adversely affected by any existing communication tower or antenna facility in the following states: Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts. Furthermore, we are not aware of any **existing** telecommunication towers in federally-designated critical habitats, wilderness areas or wildlife preserves. Therefore, no further consultation with this office relative to the impact of the above referenced activities on federally-listed species is required.

Future Coordination with this Office Relative to New Telecommunication Facilities

We have determined that proposed projects are not likely to adversely affect any federally-listed or proposed species when the following steps are taken to evaluate new telecommunication facilities:


1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will be affected, do not require further review.
2. If the above criteria cannot be met, your review of our lists of threatened and endangered species locations within Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts may confirm that no federally-listed endangered or threatened species are known to occur in the town or county where the project is proposed.
3. If a listed species is present in the town or county where the project is proposed, further review of our lists of threatened and endangered species may allow you to conclude that suitable habitat for the species will not be affected. Based on past experiences, we anticipate that there will be few, if any, projects that are likely to impact piping plovers, roseate terns, bog turtles, Jesup's milk-vetch or other such species that are found on coastal beaches, riverine habitats or in wetlands because communication towers typically are not located in these habitats.

For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the species lists remain valid until January 1, 2010. Updated consultation letters and species lists are available on our website:

(<http://www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm>)

Thank you for your cooperation, and please contact Mr. Anthony Tur at 603-223-2541 for further assistance.

Sincerely yours,



Thomas R. Chapman  
Supervisor  
New England Field Office



FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES  
IN CONNECTICUT

There is no federally-designated Critical Habitat in Connecticut. The following are federally-listed species by county:

Common Name	Species	Status	County/General Distribution
Shortnose sturgeon <sup>1</sup>	<i>Acipenser brevirostrum</i>	E	Atlantic coastal waters and Connecticut River
Indiana bat	<i>Myotis sodalis</i>	E	New Haven/hibernaculum
Bald eagle	<i>Haliaeetus leucocephalus</i>	D <sup>2</sup>	<b>Nesting:</b> Hartford, Litchfield, Middlesex, New Haven, New London, Tolland <b>Wintering:</b> entire state, major rivers
Piping plover	<i>Charadrius melodus</i>	T	<b>Nesting:</b> Fairfield, Middlesex, New Haven, New London (coastal beaches only) <b>Migratory:</b> Atlantic Coast
Roseate tern	<i>Sterna dougallii dougallii</i>	E	<b>Nesting:</b> New Haven (Faulkner Island) <b>Migratory:</b> Atlantic Coast
Bog turtle	<i>Clemmys muhlenbergii</i>	T	Fairfield, Litchfield
Dwarf wedgemussel	<i>Alasmidonta heterodon</i>	E	Hartford (Connecticut River watershed)
Puritan tiger beetle	<i>Cicindela puritana</i>	T	Hartford, Middlesex (Connecticut River floodplain)
Northeastern beach tiger beetle	<i>Cicindela dorsalis dorsalis</i>	T	Coastal beaches/extirpated
Small whorled pogonia	<i>Isotria medeoloides</i>	T	Litchfield, New Haven
Sandplain gerardia	<i>Agalinus acuta</i>	E	Hartford
Chaffseed	<i>Scwalbea americana</i>	E	New London/historic

<sup>1</sup> Principal responsibility for this species is vested with the National Marine Fisheries Service.

<sup>2</sup> Delisted. Protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

September 10, 2007

Mr. Michael Amaral  
U.S. Fish and Wildlife Service  
70 Commercial St., #300  
Concord, NH 03301-5031

Subject: Request for Section 7 Review  
Farmington North 2 / P#2000017850, L#119646  
199 Town Farm Road, Farmington, Hartford County, CT 06032  
N 41°45'27.99" W 72°49'47.75"  
EBI Project #61073006

Dear Mr. Amaral:

EBI CONSULTING (EBI) is preparing an environmental review on behalf of *Cellco Partnership d.b.a. Verizon Wireless* for the project noted above (herein, the Subject Property) as part of its permit process and regulatory review by the Federal Communications Commission (FCC). The review is focused on compliance with the Section 7 of the Endangered Species Act and environmental concerns specified by the FCC in 47 CFR 1.1307.

The property is located in Farmington, CT 06032 at 199 Town Farm Road. Farmington is located in Hartford County, in central Connecticut. The current tenancy is agricultural use. Vicinity properties consist of single-family residences, cleared agricultural land, and undeveloped wooded land with an average canopy height of 40 feet above grade.

The proposed facility will be either a 110-foot monopole style tower or a 117-foot stealth tree style tower. Telecommunication support equipment will be placed in a proposed 12-foot by 30-foot equipment shelter to be located within a 60-foot by 60-foot fenced compound on a 100-foot by 100-foot leased area. A 12-foot wide access and utility easement will run from the west side of the compound then turn south and continue to Town Farm Road utilizing the existing gravel driveway.

Based on the information currently available to us, provided by the U.S. Fish and Wildlife Service dated March 9, 2007, the Subject Property has the potential to support one state federally listed species that has been identified for Hartford County, Connecticut. Bald Eagle nesting sites and the Sandplain gerardia have been identified within Hartford County. Based on the habitat required for the Sandplain gerardia (inhabits dry, sandy, poor-nutrient soils in sandplain and serpentine sites and most sites are within ten miles of the coast), it is unlikely that the project will impact the Sandplain gerardia.

Enclosed please find copies of a street map as well as a section of the 1985 Avon, CT and New Britain, CT topographic map that have the location of the proposed telecommunications installation highlighted. Additionally, photographs of the areas proposed to be occupied by *Cellco Partnership d.b.a. Verizon Wireless* and vicinity properties are attached to this letter.

We would appreciate your assistance on determining if the proposed project will have an impact on Bald Eagle nesting's and any other listed and/or proposed threatened or endangered species or designated and/or proposed critical habitats. On behalf of *Cellco Partnership d.b.a. Verizon Wireless*, I would appreciate your comments on this proposed telecommunications installation in a letter directed to the attention of Joanna Winkler at 21 B Street, Burlington, MA 01803.

Sincerely,

A handwritten signature in blue ink that reads "Joanna Winkler". The signature is written in a cursive style.

Joanna Winkler  
Staff Scientist  
Phone: 781.418.2335  
Email: [jwinkler@ebiconsulting.com](mailto:jwinkler@ebiconsulting.com)

Appendix A – Figures, Drawings, and Maps  
Appendix B – Photographs

***EBI Consulting***  
***RECORD OF COMMUNICATION***

JOB: 61073006

Contact Name: Mr. Anthony Tur Date: September 11, 2007

Contact Title: Endangered Species Specialist Time: 12:38pm

Organization: USFW New England Field Office Phone: (603) 223-2541

EBI CONTACT: JOANNA WINKLER

**RESULTS:**

Mr. Anthony Tur from the New England USFW Field Office left a voicemail in response to a letter he received regarding a telecommunications site located at 199 Town Farm Road in Farmington, CT. He concurred with my assessment of the Sandplain gerardia habitat at the site. He also said that the Bald Eagle is no longer a concern, as it was delisted from the federal protected list of Endangered Species list as of August 8, 2007. He did not plan on writing a letter in response to my letter, and said "as far as I know, you're good to go".

**FOLLOW-UP ACTION REQUIRED:**

None needed





STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



October 1, 2007

Joanna Winkler  
EBI Consulting  
21 B Street  
Burlington, MA 01803

Re: Environmental Review for Town  
Farm Road, Farmington, CT

Dear Ms. Winkler:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided and listed above. According to our information, there are no known extant populations of Federal or State Endangered, Threatened or Special Concern Species at the site in question.

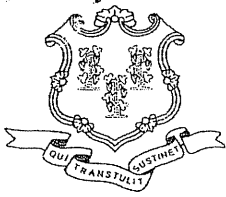
Natural Diversity Data Base information includes all information regarding critical biologic resources available to us at the time of the request. This information is a compilation of data collected over the years by the Environmental and Geographic Information Center's Geological and Natural History Survey and cooperating units of DEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

Please contact me if you have further questions regarding this information (424-3585). Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEP for the proposed site.

Sincerely,

Kenneth J. Metzler  
Ecologist/Environmental Analyst III

KJM/blm



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



April 11, 2008

Daniel F. Caruso, Chairman  
Connecticut Siting Council  
10 Franklin Square  
New Britain, Connecticut 06051

RE: Wireless Telecommunications Facility  
Cellco, dba as Verizon Wireless  
Farmington, Connecticut  
Docket No. 356

Dear Chairman Caruso:

Staff of this department has reviewed the above-referenced application for a Certificate of Environmental Compatibility and Public Need and has conducted a field review of the site on April 8, 2008. Based on these efforts, the following comments are offered to the Council for your use in this proceeding.

The applicant proposes to erect a 110' monopole and a 12' x 30' equipment shelter within a 60' x 60' fenced compound to be located to the rear (west) of the farmstead at 199 Town Farm Road in Farmington. The host site is on a working farm owned by the Town of Farmington and leased to Mr. Simmons.

Description of Site

The corners of the lease area and compound as well as the site of the proposed tower were clearly marked on the day of the DEP field visit. The site sits near the bottom of an eastward facing slope at the western edge of the farmstead between an equipment storage shed to the west and the farmer's firewood operation to the east. Immediately west of the farm's equipment shed, a wooded slope ascends toward the nearest homes of the Devonwood neighborhood. The elevation of the lease parcel varies perhaps 8' from a low point at the northeast corner to the high point marked by a large white pine on a small rise just above this low point.

From the proposed lease area, a view of the farm and the flood plain of the Farmington River is afforded, with Talcott Mountain further to the east across the Farmington River. Aside from the Simmons home, the only other residences visible from the site are those on Talcott Mountain which are approximately 4,000' or more from the site. The home at 184 Town Farm Road, which is across the street from the southernmost portions of the Simmons Farm, was not visible from the lease parcel, nor was the 80 white pine within the lease parcel, which was used

as a proxy for the tower, visible from the front yard of the 184 Town Farm Road home. Access to the tower site would be via an existing farm access road.

The nearest homes to the tower site, other than the Simmons house, are on Belgravia Terrace in Devonwood, atop the wooded slope west of the farm. These homes are not visible from the lease parcel but become visible as one ascends the wooded slope. From a vantage point atop the wooded slope and approximately 50 yards behind the nearest home to the tower, the white pine in the lease area could not be seen and it was very difficult to make out any structure on the farm. Only flashes of the white roof of one of the barns could be seen. The deciduous forest was without any foliage at the time of this early April site visit.

The home immediately south of the nearest home on Belgravia Terrace has a slightly better view toward the tower site due to the alignment of a small ravine from that house directly toward the lease area. Again, the white roof of one barn was visible as an undiscernable white patch, but the white pine on the lease parcel was not visible. It appears doubtful that the tower would be visible from the vantage point behind this second home, a vantage point which was still well within the woods and therefore not taking full advantage of all the available forest screening.

#### DEP Easement

This department has purchased three Conservation and Public Recreation Easements covering an aggregate of 96.4 acres of property within the Farmington portion of the farm using funding from the Open Space and Watershed Lands Acquisition Program. These purchases covered parcels of 32, 47 and 17.4 acres. The developed property of the farmstead, within which the home, farm buildings and tower lease parcel are located, is not covered by the Conservation and Public Recreation Easement and Agreement with the Town of Farmington.

#### Monopine Tower Design

The application mentions on page 2 that the Town of Farmington has requested a stealth design tower and that Cellco would construct a monopine tower if deemed appropriate by the Council. The two primary visual access points from which the tower would be visible are from southbound Town Farm Road traffic and from the homes to the east on Talcott Mountain. (Northbound traffic on Town Farm Road could also see the tower but the view of the structure would be blocked by a hill until almost coming even with the tower, whereas the southbound travelers would see the tower across the open pasture well before reaching the Simmons farmhouse area).

Scattered white pines are found within the wooded slopes south and east of the lease parcel but the forest cover is 95% or more deciduous. In situations where a monopine design tower is employed against an incompatible background, the monopine design typically is more eye-catching and conspicuous than a conventional tower would be because it fails to blend in with its surroundings. This would likely be the case for those viewing the tower from Town Farm Road. For the more numerous but more distant visual receptors on Talcott Mountain, either tower design would not be silhouetted because of the higher vantage point of the homes and the presence of the hillside behind the tower. However, the greater width and visual mass of a monopine would make it more visible from these distant viewpoints than a standard monopole design would be. Though it is unlikely that a tower of either design would be seen from the

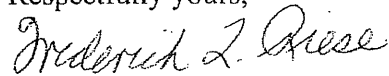
Belgravia Terrace homes, the much wider profile and darker color of the monopine would be more likely to be seen than a monopole would be. The difference in height of the 110' monopole or 117' monopine designs is probably not significant to any potential viewers.

Miscellaneous Application Commentary

The address for the Council on Environmental Quality in appendix 3 lists the mailing address as being Post Office Box 5066 in Hartford. Although that post office box was initially set up when the Council moved into this building in 1992, it went out of use within a very short time and has not been used since. CEQ mail is now delivered directly to 79 Elm Street and has been for many years. Cellco may wish to update its mailing list in this regard for future applications.

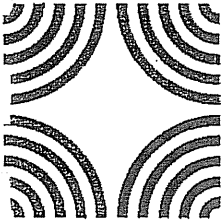
Thank you for the opportunity to review this application and to submit these comments to the Council. Should you, other Council members or Council staff have any questions, please feel free to me at (860) 424-4110.

Respectfully yours,



Frederick L. Riese  
Senior Environmental Analyst

cc: Commissioner Gina McCarthy



Connecticut Commission on Culture & Tourism

December 17, 2007

Historic Preservation  
& Museum Division

Ms. Maureen A. Taylor  
EBI Consulting  
21 B Street  
Burlington, MA 01803

59 South Prospect Street  
Hartford, Connecticut  
06106

t) 860.566.3005  
f) 860.566.5078

Subject: Telecommunications Facilities  
199 Town Farm Road  
Farmington, CT  
EBI #61073006, P#2000017850, L#119646

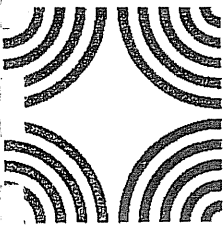
Dear Ms. Taylor:

The State Historic Preservation Office has reviewed the reconnaissance survey prepared by Heritage Consultants LLC concerning the above-named project. In the opinion of the State Historic Preservation Office, the archival and archaeological methodologies employed by Heritage Consultants LLC are consistent with our *Environmental Review Primer for Connecticut's Archaeological Resources*.

The State Historic Preservation Office concurs with Heritage Consultants LLC that no further archaeological investigations appear warranted with respect to the proposed undertaking. This office believes that the proposed undertaking will have no effect upon Connecticut's historic, architectural, and archaeological heritage.

This office recommends that Heritage Consultants LLC consult with the Office of State Archaeology at the University of Connecticut (Storrs) concerning the professional transferal of all field notes, photographs, and artifactual materials generated by the archaeological investigations.

The State Historic Preservation Office appreciates the cooperation of all interested parties concerning the professional management of Connecticut's archaeological resources.

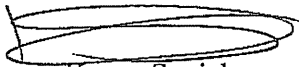


Telecommunications Facilities  
199 Town Farm Road  
Farmington, CT  
EBI #61073006, P#2000017850, L#119646  
Page 2

This comment updates and supersedes all previous correspondence regarding the proposed project.

For further information please contact Dr. David A. Poirier, Staff Archaeologist.

Sincerely,



Karen Senich  
Deputy State Historic Preservation Officer

cc: Dr. Nicholas Bellantoni/OSA  
Ms. Catherine Labadia/HC







## SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

Soil Science • Ecological Studies • Hazardous Waste Assessments • Project Planning • Soil & Water Testing

KENNETH C. STEVENS, Jr.  
*President*

January 22, 2008

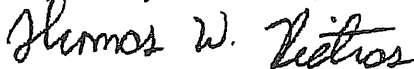
ATTN: Peter Starks  
URS Corporation  
500 Enterprise Drive  
Rocky Hill, CT 06067

Re: Proposed communication tower, Town of Farmington,  
199 Town Farm Road, Farmington, CT  
Client Job No: CWI 076/36921840.000  
SS & ES Job # 2006-181-CT-FAR-1

Dear Mr. Starks:

I conducted a site investigation to the subject property on May 1, 2006 for the purpose of wetland and watercourse determination. The proposed tower site and access drive along with the surrounding area (+/- 100 feet) were investigated. I determined that there are no wetlands or watercourses on or near (within 100 feet) the proposed tower site and access drive. Additional information about the site investigation is presented in the Wetlands/Watercourses and Soils Report, dated May 1, 2006, that I had previously prepared.

Respectfully submitted,



Thomas W. Pietras  
Professional Wetland and Soil Scientist

# SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837  
FAX (203) 272-6698

## WETLANDS/WATERCOURSES AND SOIL REPORT

To: URS Corporation  
500 Enterprise Drive  
Rocky Hill, CT 06067

SSES Job No: 2006-181-CT-FAR-1  
Client Job No: CW1 076/36921840.00001  
Site Inspection Date: May 1, 2006

**PROJECT TITLE AND LOCATION:** Proposed communications tower, Town of Farmington,  
199 Town Farm Road, Farmington, CT

### IDENTIFICATION OF WETLANDS AND WATERCOURSES RESOURCES

WETLANDS AND WATERCOURSES PRESENT ON PROPERTY: Yes \_\_\_\_\_ No XX

Wetlands: Inland Wetlands \_\_\_\_\_ Watercourses: Streams \_\_\_\_\_

Tidal Wetlands \_\_\_\_\_ Waterbodies \_\_\_\_\_

Remarks: No wetlands or watercourses are located in or near the access drive &

### VEGETATION COMMUNITIES PRESENT IN WETLANDS tower site.

Forest \_\_\_\_\_ Sapling/Shrub \_\_\_\_\_ Wet Meadow \_\_\_\_\_ Marsh \_\_\_\_\_ Field/Lawn \_\_\_\_\_

### SOIL MOISTURE CONDITION

Dry \_\_\_\_\_

Moist XX

Wet \_\_\_\_\_

### WINTER CONDITIONS

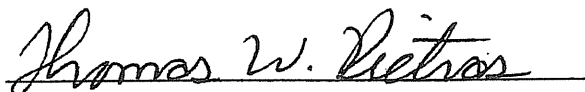
Frost Depth: \_\_\_\_\_ inches

Snow Depth: \_\_\_\_\_ inches

*The classification system of the National Cooperative Soil Survey, USDA, Natural Resources Conservation Service and the State Soil Legend were used in this investigation. The investigation was conducted by the undersigned Registered Soil Scientist. A sketch map showing wetland boundaries and the numbering sequence of wetland markers, watercourses and soil types in both wetland and non-wetlands are included with this report. After the wetland boundary and/or watercourse flags have been located/plotted by the surveyor, it is recommended that a copy of the survey map be sent to our firm for review. All wetland boundary lines established by the undersigned Registered Soil Scientist are subject to change until officially adopted by local, state or federal regulatory agencies.*

Respectfully Submitted by

SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.



Thomas W. Pietras  
Registered Professional Soil Scientist  
Professional Wetland Scientist

See attached pages

**SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.**

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837

FAX (203) 272-6698

**WETLANDS/WATERCOURSES AND SOIL REPORT**

**PROJECT TITLE AND LOCATION:** Proposed Communications Tower, Town of Farmington,  
199 Town Farm Road, Farmington, CT

**NUMBERING SEQUENCE OF WETLAND BOUNDARY LINE MARKERS:**

There are no wetlands or watercourses in the project area (access drive & tower site), nor were any observed to lie in close proximity.

**SOILS SECTION:**

*Soil Legend: State Soil Number/County Soil Symbol, Soil Series Name, Taxonomic Class & Brief Description.*

**WETLAND SOILS**

None

**NON-WETLAND SOILS**

29/Af Agawam fine sandy loam (Typic Dystrudepts) – This is a deep, well drained, friable, coarse-loamy textured soil developed over sandy and gravelly outwash derived from schist, gneiss and granite. Outwash soils occur in valleys, outwash plains and terraces.

36/Wv Windsor loamy sand (Typic Udipsammments) – This is a deep, excessively drained, friable, sandy textured soil developed over sandy and gravelly outwash derived from schist, gneiss and granite. Outwash soils occur in valleys, outwash plains and terraces.

308/Ud Udorthents, smoothed This is a well drained to moderately well drained soil area that has had two or more feet of the original soil surface altered by filling, excavation or grading activities. Udorthents, smoothed soils commonly occur on leveled land and fill landforms.

**Note:** The project sit is located on a dairy farm.

# SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837

FAX (203) 272-6698

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## DEFINITIONS AND METHODOLOGY DEFINITIONS OF STATE REGULATED WETLANDS & WATERCOURSES

**INLAND WETLANDS AND WATERCOURSES:** According to Section 22a-38 of the State of Connecticut Inland Wetlands and Watercourses Act, Wetlands "means land, including submerged land, not regulated pursuant to sections 22a-28 to 22a-35, which consists of any of the soil types designated as poorly drained, very poorly drained, alluvial, and floodplain by the National Cooperative Soils Survey, as may be amended from time to time, of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture." Watercourses "means rivers, streams, brooks, waterways, lakes, ponds, marshes, swamps, bogs and all other bodies of water, natural or artificial, vernal or intermittent, public or private. Intermittent watercourses shall be delineated by a defined permanent channel and bank and the occurrence of two or more of the following characteristics: (A) Evidence of scour or deposits of recent alluvium or detritus, (B) the presence of standing or flowing water for a duration longer than a particular storm incident, and (C) the presence of hydrophytic vegetation."

**TIDAL WETLANDS:** According to Connecticut General Statutes, Sec. 22a-29 (2) of the Tidal Wetlands Act, Tidal Wetlands are defined as "those areas which border on or lie beneath tidal waters, such as, but not limited to banks, bogs, salt marsh, swamps, meadows, flats, or other low lands subject to tidal action, including those areas now or formerly connected to tidal waters, and whose surface is at or below an elevation of one foot above local extreme high water; and upon which may grow or be capable of growing some, but not necessarily all of the following:" (list of those plants common to tidal marshes, brackish wetlands and other wetlands which are subject to tidal influence).

## METHODOLOGY FOR IDENTIFICATION OF SOILS, WETLANDS & WATERCOURSES

1) **SOILS IDENTIFICATION:** Soils are investigated by digging test holes with a spade and auger. Test holes are typically dug to depths of between 15 and 40 inches. Based on soil features, including coloration patterns, texture and depths to restrictive layers, the soils are identified by soil series utilizing the classification system of the National Cooperative Soil Survey. The soil map series correspond with the State Soil Map Legend established by USDA, NRCS in the State of Connecticut Soil Survey. For further information about soils refer to the NRCS website for CT: [www.ct.nrcs.usda.gov](http://www.ct.nrcs.usda.gov)

2) **INLAND WETLAND DELINEATION:** Soil test holes and borings are made in selected areas in order to determine the lateral extent of Inland Wetlands. The boundaries of all Inland Wetlands on each project site are delineated with consecutively numbered survey tapes, unless instructed by the client to only map wetland boundaries for planning purposes.

3) **IDENTIFICATION OF WATERCOURSES:** Watercourse locations are sketched onto maps. Often ponds, streams and rivers are already shown on the survey map. If a watercourse is not shown on a survey map, survey tapes are placed along the channel and labeled "Intermittent or Perennial Watercourse."

4) **TIDAL WETLANDS:** Tidal Wetlands are identified based on a predominance of tidal wetland plants and observation of physical markings or water laid deposits resulting from tidal action. Tidal Wetland boundaries are established by locating the upland limits of the "Listed Plants" from the Tidal Wetlands Act to the extent that these plants reflect inundation by tides.





FARMINGTONN2.SRP  
\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report \*  
\*\*\*\*\*

File: FARMINGTONN2

Location: New Britain, CT  
Distance: 6.1 Statute Miles  
Direction: 159° (true bearing)

Latitude: 41°-45'-27.99" Longitude: 72°-49'-47.75"

SITE ELEVATION AMSL.....189 ft.  
STRUCTURE HEIGHT.....117 ft.  
OVERALL HEIGHT AMSL.....306 ft.

NOTICE CRITERIA

- FAR 77.13(a)(1): NNR (DNE 200 ft AGL)
- FAR 77.13(a)(2): NNR (DNE Notice Slope)
- FAR 77.13(a)(3): NNR (Not a Traverse Way)
- FAR 77.13(a)(4): NNR (No Expected TERPS® impact with 4B8)
- impact. HFD) FAR 77.13(a)(4): PNR (Straight-In Procedure. Check FAF distance for TERPS®)
- FAR 77.13(a)(5): NNR (Off Airport Construction)

Notice to the FAA is not required at the analyzed location and height.

- NR = Notice Required
- NNR = Notice Not Required
- PNR = Possible Notice Required

OBSTRUCTION STANDARDS

- FAR 77.23(a)(1): DNE 500 ft AGL
- FAR 77.23(a)(2): DNE - Airport Surface
- FAR 77.25(a): DNE - Horizontal Surface
- FAR 77.25(b): DNE - Conical Surface
- FAR 77.25(c): DNE - Primary Surface
- FAR 77.25(d): DNE - Approach Surface
- FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: 4B8: ROBERTSON FIELD

- Type: AIR RD: 24541 RB: 201.1 RE: 200
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Height Less Than 200 feet AGL.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: HFD: HARTFORD-BRAINARD

- Type: AIR RD: 47814 RB: 98.94 RE: 14
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Greater Than 6 NM.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

- FAR 77.23(a)(3) Departure Surface Criteria (40:1)
- DNE Departure Surface

FARMINGTONN2.SRP  
 MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.23(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 1500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING TO FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION
CT73	HEL	SOUTH MEADOWS	213.12	2.479	+106
No Impact to Private Landing Facility Structure is beyond notice limit by 10063 feet.					
CT71	HEL	OTIS HELISTOP DIVISION OF UTC	157.27	3.208	-56
No Impact to Private Landing Facility Structure 56 ft below heliport.					
23CT	HEL	BLANCHETTE	290.37	4.853	-194
No Impact to Private Landing Facility Structure 194 ft below heliport.					
CT72	HEL	CIGNA	44.71	5.215	+156
No Impact to Private Landing Facility Structure is beyond notice limit by 26687 feet.					
CT49	HEL	PLAINVILLE	181.14	5.409	+66
No Impact to Private Landing Facility Structure is beyond notice limit by 27866 feet.					
CT60	HEL	ULTIMATE	209	5.666	+53
No Impact to Private Landing Facility Structure is beyond notice limit by 29427 feet.					
OCT5	HEL	ST FRANCIS HOSPITAL	80.25	5.965	+122
No Impact to Private Landing Facility Structure is beyond notice limit by 31244 feet.					

AIR NAVIGATION ELECTRONIC FACILITIES  
 No Electronic Facilities Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE  
 REQUIRED: Structure is near a FCC licensed AM radio  
 station Proof-of-Performance is required. Please  
 review AM Station Report for details.

Nearest AM Station: WTIC @ 3035 meters.

Airspace® Summary Version 2007.9

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 Copyright © 1989 - 2007

10-23-2007  
 14:26:19





SITE NAME: Farmington North 2, CT  
ATTY/DATE: M. Dubuque, August, 2007

### OPTION AND LAND LEASE AGREEMENT

This Agreement, made this 29<sup>th</sup> day of November, 2007 between the Town of Farmington, a municipal corporation with its territorial limits in the County of Hartford and with an address at Town Hall, One Monteith Drive, Farmington, Connecticut 06032, Social Security #/Tax ID [REDACTED] hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property known as the Simmons Farm and located at 199 Town Farm Road, Town of Farmington, County of Hartford and State of Connecticut, as shown on the Tax Map 17 of the Town of Farmington as Block N/A, Lot 27 and being further described in Deed Book 690 at Page 666 as recorded in the Office of Farmington Town Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Town Farm Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] (\$ [REDACTED]), to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to November 1, 2008. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months through and including October 31, 2009, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of [REDACTED] (\$ [REDACTED]) to LESSOR. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, in the event that the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE's proposed use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE shall restore the Premises to its original condition after conducting any such activities, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

#### LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between the Town of Farmington, a municipal corporation with its territorial limits in the County of Hartford and with an address at Town Hall, One Monteith Drive, Farmington, Connecticut 06032, Social Security #/Tax ID # [REDACTED] hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon (W1493290; 7)

Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), known as the Simmons Farm and located at 199 Town Farm Road, Town of Farmington, County of Hartford, State of Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Town Farm Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map 17 of the Town of Farmington as Block N/A, Lot 27 and is further described in Deed Book 690 at Page 666 as recorded in the Office of the Farmington Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] (\$ [REDACTED]) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence upon notice of the exercise of the option, as set forth above, by LESSEE to the LESSOR in writing by certified mail, return receipt requested and shall be deemed effective on the date it is posted. In the event the date LESSEE gives notice of the exercise of the option between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of the month and if the notice is given between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").

If any payment of rent hereunder has not been paid by LESSEE within five (5) days of the date it is due, LESSEE shall pay to LESSOR, as additional rent, a late charge equal to [REDACTED] percent ([REDACTED]%).

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

5. RENTAL INCREASES. The rental shall be increased annually effective as of each anniversary of the Commencement Date by [REDACTED] percent ([REDACTED]%).

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) additional five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred [REDACTED] percent ([REDACTED]%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Notwithstanding the foregoing, LESSEE shall install a monopine type stealth support structure not to exceed 130 feet in height. Any expansion of such height shall require the written consent of LESSOR, will shall not be unreasonably withheld. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely



manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. LESSOR shall not be liable for loss of or damage to any property of LESSEE stored or used at the Premises unless caused by the gross negligence or intentional misconduct of LESSOR, its agents,

representatives or employees. LESSOR shall not be liable to LESSEE or any agent, representative, independent contractor or employee of LESSEE for any bodily injury sustained by any person at or on the Premises unless caused by the gross negligence or intentional misconduct of LESSOR, its agents, representatives or employees.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Prior to installing its facilities, LESSEE shall furnish LESSOR with a performance bond in the amount of \$ [REDACTED] guaranteeing the removal of the monopine structure and all associated equipment.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to [REDACTED] percent ([REDACTED]%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. INTENTIONALLY DELETED.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist

upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

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

LESSOR:       Town of Farmington  
                  Town Hall  
                  One Monteith Drive  
                  Farmington, Connecticut 06032  
                  Attention: Town Manager

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

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

(W1493290;7)

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

(W1493290;7)



25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy

(W1493290;7)

now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default by the other party. If either party so performs any of the other party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the other party to the non-defaulting Party, and the other party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the other party does not pay the non-defaulting Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, the non-defaulting Party may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to the other party until the full undisputed amount, including all accrued interest, is fully reimbursed to the non-defaulting Party.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the LESSEE's use of the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or

(W1493290; 7)



imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSOR.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. SUBLEASING. Upon the exercise of LESSEE's subleasing rights pursuant to Paragraph 21 herein, LESSOR shall be paid twenty percent (20%) of any rental payments paid by any sublessee(s), in addition to rental payments due hereunder, payable at the time rental payments are paid by any sublessee to LESSEE. Such payments shall be made by LESSEE or directly by such sublessee(s) to LESSOR.

36. BOND. LESSEE shall furnish LESSOR with a 100% labor/material bond and 100% performance bond prior to the commencement of construction.

37. TAXES. LESSEE shall pay all taxes on its personal property on the Premises.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Deborah Bonef  
WITNESS  
Lee Beckwith

**LESSOR:**  
**Town of Farmington**  
By: Kathleen A. Eagen  
Kathleen A. Eagen  
Town Manager

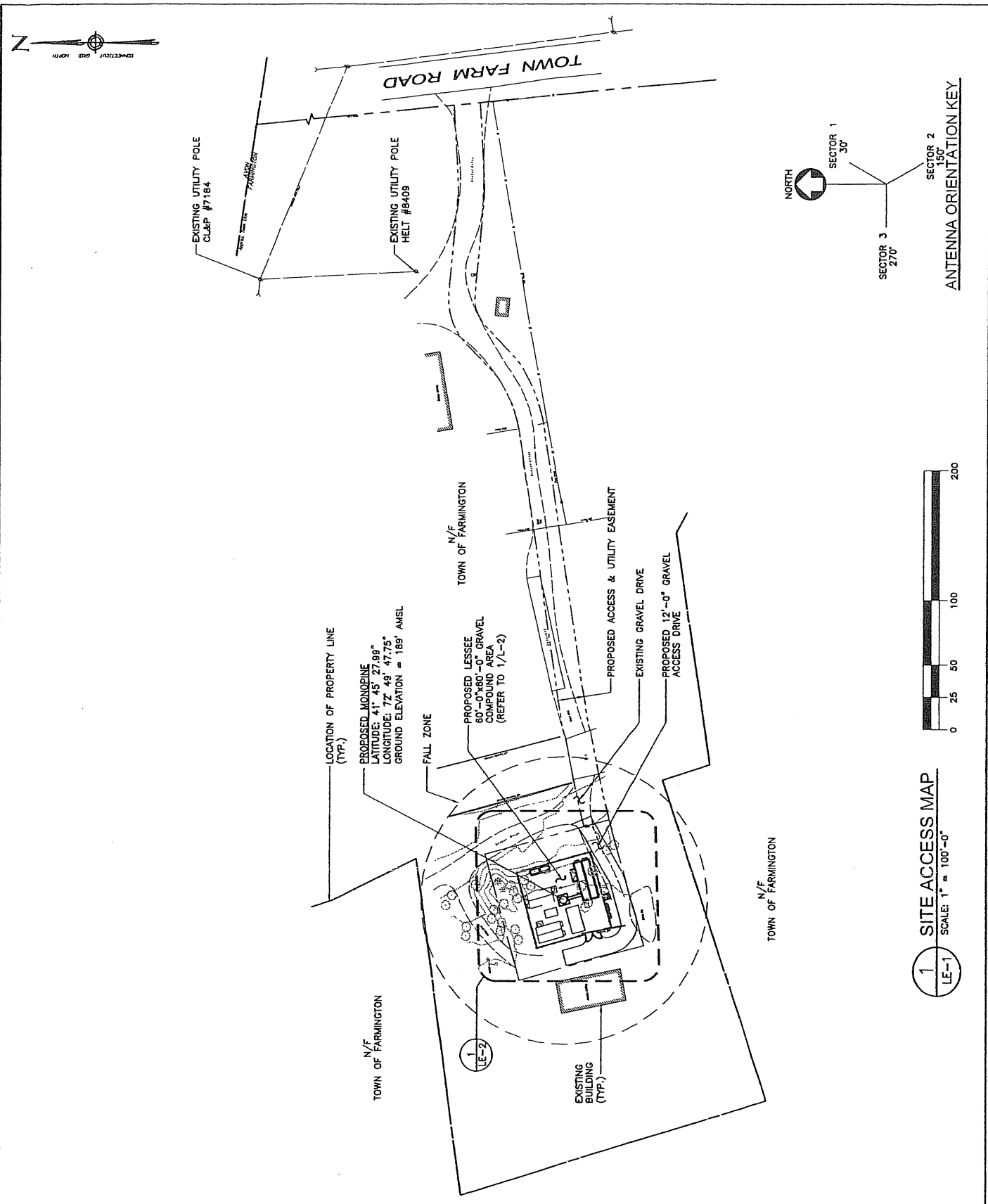
Diame Hymala  
WITNESS

**LESSEE:**  
**Cellco Partnership**  
**d/b/a Verizon Wireless**  
By: David R. Heverling  
David R. Heverling  
Its Network Vice President – Northeast Area  
1129 07



All that certain piece or parcel of land depicted as "Lot 27 Area = 9.941 acres" on a map entitled: "Resurvey Map Land Owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1" = 120' August 2001 Revised: May 27, 2003" prepared by Hodge Surveying Associates, P.C. filed with the Farmington Town Clerk on October 16, 2003 as Map 5437.

Being the same premises conveyed to the Town of Farmington by Special Warranty Deed from Fisher Family Properties Limited Partnership dated February 20, 2002, recorded in Volume 690 at Page 666 of the Farmington Land Records.



PROJECT NO.  
36931054

Designed by:  
**UBS CORPORATION AES**

Drawn by:

Checked by:

Approved by:

500 ENTERPRISE DRIVE, SUITE 3B  
ROCKY HILL, CONNECTICUT  
1-(860)-529-8882

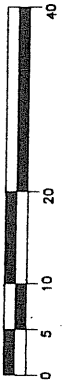
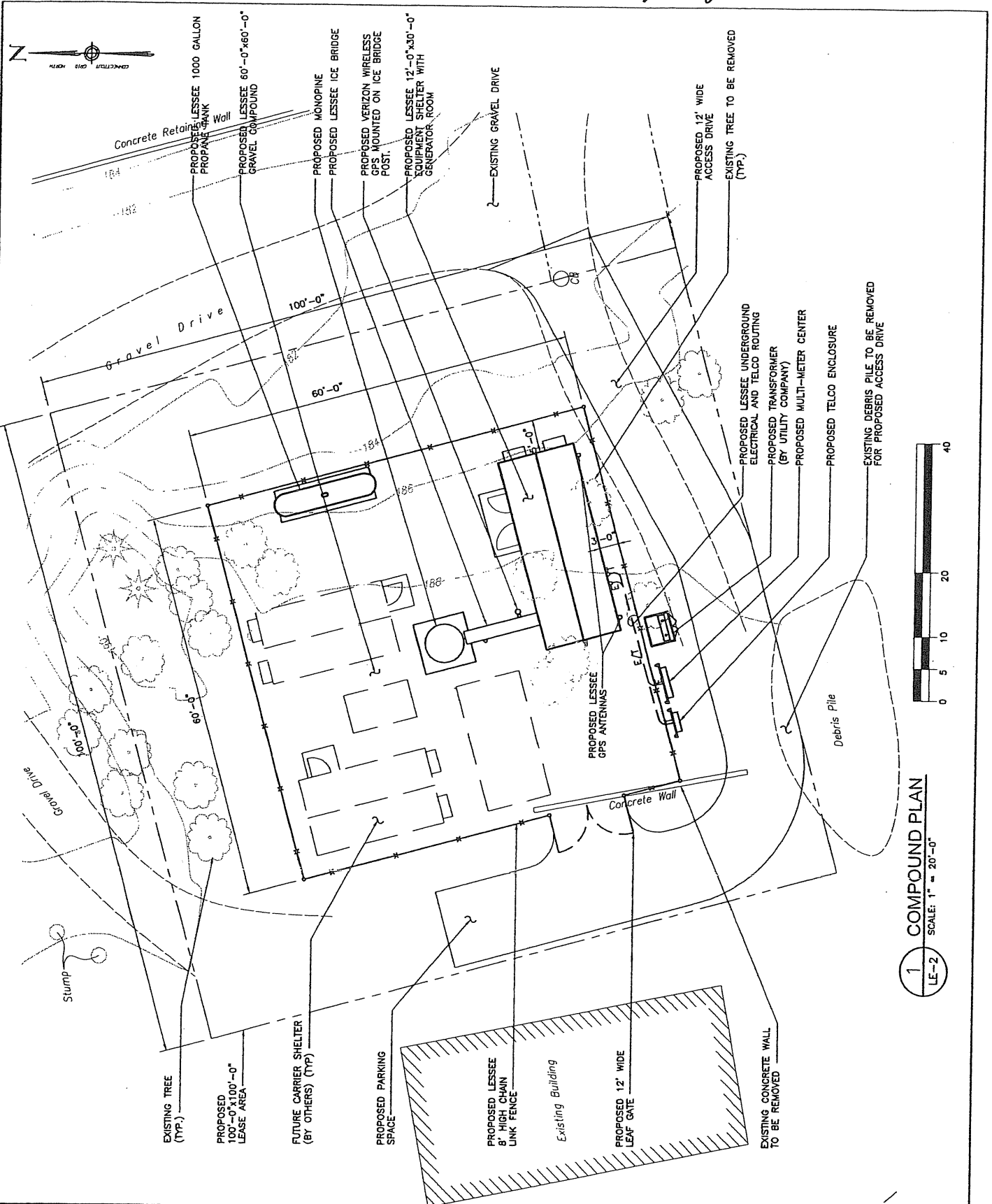
CELLCO PARTNERSHIP DBA  
VERIZON WIRELESS  
WIRELESS COMMUNICATIONS FACILITY

SITE ADDRESS:  
FARMINGTON NORTH 2  
199 TOWN FARM ROAD  
FARMINGTON, CONNECTICUT 06032

REV.	DATE:	DESCRIPTION
3	08-27-07	REVISED
2	07-12-07	REVISED
Scale:		Date: 01-24-07
Job No. VZ1-229		File No.

Dwg. No.  
**LE-1**

Dwg. 1 of 3



1 COMPOUND PLAN  
SCALE: 1" = 20'-0"

PROJECT NO.  
36931054  
Designed by:  
Drawn by:  
Checked by:  
Approved by:

**URS CORPORATION AES**  
500 ENTERPRISE DRIVE, SUITE 3B  
ROCKY HILL, CONNECTICUT  
1-(860)-529-8882

CELLCO PARTNERSHIP DBA  
VERIZON WIRELESS  
WIRELESS COMMUNICATIONS FACILITY  
SITE ADDRESS:  
**FARMINGTON NORTH 2**  
199 TOWN FARM ROAD  
FARMINGTON, CONNECTICUT 06032

REV.	DATE	DESCRIPTION
1	08-27-07	REVISED
2	07-12-07	REVISED

Scale: \_\_\_\_\_ Date: 01-24-07  
Job No. VZ1-229 File No. \_\_\_\_\_

Dwg. No.  
**LE-2**  
Dwg. 2 of 3



SPECIAL WARRANTY DEED

FISHER FAMILY PROPERTIES LIMITED PARTNERSHIP, a Connecticut limited partnership, with a principal place of business in the Town of West Hartford, County of Hartford and State of Connecticut (referred to as "Grantor") for consideration paid, does hereby give, grant, bargain, sell and confirm unto the TOWN OF FARMINGTON, a Connecticut municipal corporation having its territorial limits in the County of Hartford, and State of Connecticut (referred to as "Grantee"), the real property situated in the Town of Farmington, County of Hartford, and State of Connecticut, as more particularly bounded and described on Schedules A and A-1 attached hereto and made a part hereof (the "Premises").

SAID PREMISES ARE CONVEYED SUBJECT TO:

1. The easements, covenants, restrictions, and agreements listed on Schedule B attached hereto, and any state of facts that an accurate survey may disclose.
2. Any and all provisions of any ordinance, municipal regulation, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations as established in and for the Town of Farmington as well as by all other local, state and federal governmental authorities.
3. Taxes payable to the Town of Farmington that become due and payable after the date of the delivery of this Deed and which the Grantee assumes and agrees to pay as part consideration for this Deed.

TO HAVE AND TO HOLD the above granted and bargained Premises, with the privilege and appurtenances thereof, unto Grantee, its successors and assigns, to its own proper use and behoof.

AND ALSO, Grantor does, for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that said Premises are free from all encumbrances made by the Grantor.

AND FURTHERMORE, Grantor does by these presents bind itself, its successors and assigns forever, to warrant and defend the above granted and bargained Premises to Grantee, its successors and assigns, against the claims and demands made by Grantor, or by any person claiming by, through or under Grantor, but against none other.

Signed this 20th day of February, 2002.

Witnessed by:

FISHER FAMILY PROPERTIES LIMITED PARTNERSHIP

Michael O. Finkelstein  
MICHAEL O. FINKELSTEIN  
Herbert A. Krasow  
HERBERT A. KRASOW

By Hinda N. Fisher  
Hinda N. Fisher  
Its General Partner  
Duly Authorized

STATE OF CONNECTICUT       )  
  )  
  )     ss: Farmington  
COUNTY OF HARTFORD       )

The foregoing instrument was acknowledged before me this 20th day of February, 2002 by Hinda N. Fisher, General Partner of Fisher Family Properties, a Connecticut limited partnership, on behalf of the limited partnership.

Herbert A. Krasow  
Commissioner of the Superior Court  
Notary Public HERBERT A. KRASOW  
My Commission Expires:

SCHEDULE A

A certain piece or parcel of land with improvements thereon located on the westerly side of Town Farm Road in the Town of Farmington, County of Hartford, State of Connecticut and being more particularly shown as Lot 27 on a map entitled, "Resurvey Map Land owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1"=120' August, 2001 Hodge Surveying Associates, P.C." Francis A. Richard, L.S., which map was recorded in the office of the Farmington Town Clerk on September 28, 2001 as Map #5283. Said piece or parcel of land contains 9.941 acres and is more particularly bounded and described as follows:

Beginning at a point located on the westerly highway line of Town Farm Road, said point marking the southeasterly corner of the land herein described and the northeasterly corner of Parcel B as shown on the above referred to map, said point being located one hundred twenty-seven and seventy-two hundredths (127.72) feet northerly of a highway monument; thence running S 65° 35' 33" W one hundred five and sixty-two hundredths (105.62) feet to a point; thence running N 25° 47' 45" W two hundred sixty-two and eighty-seven hundredths (262.87) feet to a point; thence running N 41° 30' 35" W ninety-eight and forty-four hundredths (98.44) feet to a point; thence running N 61° 07' 02" W eighty-one and eighty-three hundredths (81.83) feet to a point; thence running S 81° 35' 33" W one hundred eighty-one and thirty-five hundredths (181.35) feet to a point; thence running N 18° 03' 07" W thirty-eight and thirty hundredths (38.30) feet to a point; thence running S 71° 55' 08" W two hundred fifty-seven and fifty-one hundredths (257.51) feet to a point; thence running N 16° 56' 05" W two hundred forty-five and thirty hundredths (245.30) feet to a point; thence running N 82° 20' 13" E two hundred fifty-eight and twenty-four (258.24) feet to a point; thence running N 26° 43' 40" W seventy and ninety-one hundredths (70.91) feet to a point; thence running N 16° 59' 22" W sixty-three and forty-nine hundredths (63.49) feet to a point; thence running N 12° 43' 44" W forty-five and ninety hundredths (45.90) feet to a point; thence running N 04° 20' 01" W fifty-four and thirty hundredths (54.30) feet to a point; thence running N 04° 11' 45" E one hundred fifty and twelve hundredths (150.12) feet to a point marking the northeasterly corner of Parcel B as shown on the above referred to map; thence running S 81° 15' 07" E six hundred eight and ninety-nine hundredths (608.99) feet to a point on the westerly highway line of Town Farm Road as shown on the above herein referred to map; thence running S 05° 31' 46" E four hundred eighty-four and seventy-nine hundredths (484.79) feet to a point; thence running in a general southerly direction on a curve to the right having a radius of one thousand eight hundred twenty-seven and sixty-seven hundredths (1827.67) feet for a distance of three hundred three and twenty-seven hundredths (303.27) feet to point of beginning.

Being bounded Northerly by Avon/Farmington Town line as shown on the above referred to map; Easterly by Town Farm Road as shown on the above herein referred to map; Southerly, Southeasterly, and Westerly by Parcel B as shown on the above herein referred to map.

{W1260790}

SCHEDULE A-1

A certain piece or parcel of land with improvements thereon located on the easterly side of Town Farm Road in the Town of Farmington, County of Hartford, State of Connecticut and being more particularly shown as Lot 11 on a map entitled, "Resurvey Map Land owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1"=120' August 2001 Hodge Surveying Associates, P.C." Francis A. Richard, L.S., which map was recorded in the office of the Farmington Town Clerk on September 28, 2001 as Map #5283. Said piece or parcel of land contains 18.399 acres and is more particularly bounded and described as follows:

Beginning at a monument marking the intersection of the easterly highway line of Town Farm Road with the Avon/Farmington Town line said monument also marks the northwesterly corner of the land herein described; thence running S 81° 19' 35" E nine hundred seventy-nine and five hundredths (979.05) feet to a point; thence continuing the same course eight hundred seventy-one and five hundredths (871.05) to a Town line monument; thence running S 71° 18' 00" W seven hundred nine and sixty-seven hundredths (709.67) feet to a point; thence running S 74° 11' 08" W nine hundred twenty-two and ninety hundredths (922.90) feet to a point; thence running S 05° 04' 44" E one hundred ninety-eight and seven hundredths (198.07) feet to a point; thence running S 78° 51' 51" W two hundred sixty-eight and seventy-seven hundredths (268.77) feet to a point on said easterly highway line; thence running N 07° 58' 54" E ninety-six and sixty-one hundredths (96.61) feet to a point; thence running in a general northerly direction on a curve to the left having a radius of one thousand eight hundred seventy-seven and sixty-seven hundredths (1877.67) feet for a distance of four hundred forty-two and seventy-eight hundredths (442.78) feet to a highway monument; thence running N 05° 31' 46" W four hundred seventy-two and twelve hundredths (472.12) feet to point of beginning.

Being bounded Northerly by the Avon/Farmington Town line; Easterly by a point and Parcel A, as shown on the hereinafter referred to map, in part by each; Southeasterly by Parcel A, as shown on the hereinbefore referred to map; and Westerly by Town Farm Road.



## SCHEDULE B

### Encumbrances for 199 Town Farm Road: (Lot 27)

1. Effect, if any, of a right of way from E.W. Tillotson and H.W. Tillotson to American Telephone and Telegraph Company dated September 4, 1904 and recorded in Volume 73 at Page 571 of the Farmington Land Records.
2. Slope rights granted the Town of Farmington in a Quit Claim from Staber Realty, Incorporated dated June 21, 1955 and recorded in Volume 124 at Page 138 of the Farmington Land Records.
3. Notes and conditions shown on a map entitled "Resurvey Map Land Owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1" = 120' August 2001" prepared by Hodge Surveying Associates, P.C. filed with the Farmington Town Clerk on September 28, 2001 at 3:01 p.m. as Map 5283 in Cabinet 72.

### Encumbrances for 184 Town Farm Road: (Lot 11)

1. Effect, if any, of a right of way from E.W. Tillotson and H.W. Tillotson to American Telephone and Telegraph Company dated September 4, 1904 and recorded in Volume 73 at Page 571 of the Farmington Land Records.
2. Slope rights granted the Town of Farmington in a Quit Claim from Staber Realty, Incorporated dated June 21, 1955 and recorded in Volume 124 at Page 138 of the Farmington Land Records.
3. Rights of others in and to the "Feeder Canal" and "Old Farmington Canal" as the same are shown on a map entitled "Map of Staber Old Farms Owned by Staber Realty Inc. Avon & Farmington Connecticut Scale - 1" = 200' June 1955" which map is recorded in the Office of the Farmington Town Clerk in Map Book 49 at Pages 5 through 5C.
4. Agreement restricting use of property contained in a Warranty Deed from Stanley D. Fisher, Hinda N. Fisher, Trustee, Stanley D. Fisher, Trustee, Diane Fisher and Lois Wawryznowitz to Macy H. Battalin dated November 3, 1967 and recorded in Volume 186 at Page 358 of the Farmington Land Records.
5. Notes and conditions shown on a map entitled "Resurvey Map Land Owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1" = 120' August 2001" prepared by Hodge Surveying Associates, P.C. filed with the Farmington Town Clerk on September 28, 2001 at 3:01 p.m. as Map 5283 in Cabinet 72.