Connecticut Commission on Culture & Tourism



October 22, 2008

Historic Preservation and Museum Division

One Constitution Plaza Second Floor Hartford, Connecticut 06103

860.256.2800 860.256.2763 (f) Mr. Kenneth Baldwin Robinson & Cole 281 Trumbull Street Hartford, CT 06103-3597

Subject:

Proposed Telecommunications Facility

Harry B. Bronson Country Club

Shelton, Connecticut Verizon Wireless

Dear Mr. Baldwin:

The State Historic Preservation Office is in receipt the above-referenced project, submitted for review and comment pursuant to the National Historic Preservation Act and in accordance with Federal Communications Commission regulations.

After an on-site inspection facilitated by use of a balloon, this office has determined that while the proposed installation is partially visible from certain limited areas within the town center, it appears to have <u>no adverse effect</u> on cultural resources listed or eligible for listing on the National Register of Historic Places, with the following condition:

if not in use for six consecutive months, the antennae and equipment shall be removed by the telecommunications facility owner. This removal shall occur within 90 days of the end of such six-month period.

The State Historic Preservation Office appreciates the opportunity to provide EBI with this evaluation. Please contact Susan Chandler, Historical Architect, should you have additional questions concerning this matter.

Sincerely,

David Bahlman

Division Director and

Deputy State Historic Preservation Officer

CONNECTICUT

www.cultureandtourism.org



STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Natural Resources Wildlife Division 79 Elm Street, Sixth Floor Hartford, CT 06106 Natural Diversity Data Base



October 16, 2008

Coreen Kelsey Vanasse Hangen Brustlin, Inc. Senior Administrative Assistant **Environmental Group** 54 Tuttle Place Middletown, CT 06457-1847

Re: Proposed Verizon Wireless Facility, Lane Street, Huntington, CT

Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed Verizon Wireless Facility, Huntington, Connecticut. According to our information there are no extant populations of Federal or State Endangered, Threatened or Special Concern Species that occur on this property.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Environmental Protection's 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 substitutes 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 at (860) 424-3592. 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,

Dawn M. McKay

Biologist/Environmental Analyst 3

Cc: NDDB File #:16463

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Transportation Land Development Environmental Services



54 Tuttle Place Middletown, Connecticut 06457 860 632-1500 FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter

Date: February 17, 2009

Verizon Wireless 99 East River Drive

East Hartford, Connecticut 06108

Project No.: 41240.93

From: Matthew Davison

Registered Soil Scientist CT Certified Forester 193 Re: USFWS Compliance Determination

Huntington CT Lane Street

Shelton, Connecticut

Policies regarding potential conflicts between proposed telecommunications facilities and federally-listed endangered and threatened species are detailed in a January 2, 2009 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. The following Site is located in Shelton, Connecticut (Fairfield County). No federally-listed endangered or threatened species are known to occur in Shelton, Connecticut (refer to the enclosed listing) and as such the proposed development will not result in an adverse affect to any federally-listed endangered or threatened species. A copy of the January 2, 2009 USFWS policy statement as well as a January 2, 2009 USFWS letter regarding federally-listed endangered and threatened species in Shelton, Connecticut are enclosed for reference.

The bald eagle has been delisted and maintains protection under the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). No bald eagle nests, roosting or foraging areas were observed on the subject property or are known to exist on the surrounding properties. Therefore, the proposed telecommunications facility will not result in disturbance¹ to Bald Eagles.

Project Site:

State: Connecticut **County:** Fairfield

Address: Lane Street, Shelton, Connecticut

Latitude/Longitude Coordinates: N41°17′42.53″ W73°08′14.67″

Size of Property: 55 acres

Watershed: Means Brook (basin # 6024)

¹ "Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior." (Eagle Act)

Date: February 17, 2009 Project No.: 41240.93

USFWS January 2, 2009
Telecommunications Policy Statement
and Federally-Listed Endangered and
Threatened Species in Connecticut
USFWS January 2, 2009
No Known Federally-Listed or
Endangered Species Letter



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

COUNTY	SPECIES	FEDERAL	GENERAL	TOWNS
		STATUS	LOCATION/HABITAT	
Fairfield	Piping Plover	Threatened	Coastal Beaches	Westport, Bridgeport and Stratford
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Westport and Stratford
	Bog Turtle	Threatened	Wetlands	Ridgefield and Danbury.
Hartford	Dwarf wedgemussel	Endangered	Farmington and Podunk Rivers	South Windsor, East Granby, Simsbury, Avon and Bloomfield.
Litchfield	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Sharon.
	Bog Turtle	Threatened	Wetlands	Sharon and Salisbury.
Middlesex	Roseate Tern	Endangered	Coastal beaches, islands and the Atlantic Ocean	Westbrook and New London.
	Piping Plover	Threatened	Coastal Beaches	Clinton, Westbrook, Old Saybrook.
New Haven	Bog Turtle	Threatened	Wetlands	Southbury
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Branford, Guilford and Madison
New London	Piping Plover	Threatened	Coastal Beaches	Old Lyme, Waterford, Groton and Stonington.
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	East Lyme and Waterford.
	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Waterford
Tolland	None			

⁻Eastern cougar, gray wolf, seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

7/31/2008

⁻There is no federally-designated Critical Habitat in Connecticut.



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:

This project was reviewed for the presence of federally-listed or proposed, threatened or endangered species or critical habitat per instructions provided on the U.S. Fish and Wildlife Service's New England Field Office website:

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

Based on the information currently available, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (Service) are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under Section 7 of the Endangered Species Act is not required.

This concludes the review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

Thank you for your cooperation. Please contact Mr. Anthony Tur at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Thomas R. Chapman

Supervisor

New England Field Office

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July 13, 2009

Ref: 41240.93

Ms. Alexandria Carter Verizon Wireless 99 East River Drive

East Hartford, Connecticut 06108

Re: Wetland Impact Analysis and NEPA Compliance

Huntington, CT -. Brownson Country Club

Lane Street

Shelton, Connecticut

Dear Ms. Carter:

Vanasse Hangen Brustlin, Inc. ("VHB") has completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site. The results of this investigation reveal that two small disturbed wetland areas (Wetlands 1 and 2) are located near the proposed wireless telecommunications facility compound and a disturbed wetland (Wetland 3) and two irrigation ponds (Wetland 4) are located near the proposed access drive that generally follows an existing gravel golf cart path. Refer to plans prepared by Natcomm, Inc. dated July 7, 2009 (last revision date) and VHB's Wetlands Delineation Report dated June 29, 2009. The purpose of this letter is to provide a qualitative assessment of anticipated wetland impacts and determine compliance with both NEPA listed category item 7, significant change in surface features (e.g., wetland fill, etc.), and federal wetland permit requirements with U.S. Army Corps of Engineers New England District ("Corps").

VHB understands that Verizon Wireless proposes to construct a wireless telecommunications facility in the eastern portion of the subject property located near Lane Street in the Huntington section of Shelton, Connecticut. The proposed tower facility will be located in a partially cleared wooded area just south of an existing paved cart path that runs along the south side of the 11th fairway and green. The proposed access drive will generally follow an existing gravel and paved cart path located between the 10th and 11th golf holes with the exception of a relatively short section from Lane Street that will cross the tee boxes associated with the 10th hole. The existing paved cart path currently crosses between two irrigation ponds (Wetland 4) with a culvert conveying flow from the north pond to the south pond. The wetland edge associated with the ponds consists of an abrupt boundary characterized by a mowed fairway edge.

Proposed improvements to the existing crossing of the irrigation ponds is required due to the inability of the existing culvert to carry loading from heavy construction equipment and materials required for the proposed wireless telecommunications facility. The improved crossing between the irrigation ponds will consist of removing the existing culvert and replacing it with an 11-foot wide concrete cast-in place bridge. This will create an open channel between the two ponds measuring the full 11-foot width of the bridge. The conversion of the culvert into an open channel will result in approximately 500 square feet of impact to the two ponds, although the majority of that impact consists of temporary impact for construction of the concrete bridge. Since the improvement converts an enclosed pipe into a bridged open channel, this impact to the irrigation ponds is not considered to

Vanasse Hangen Brustlin, Inc.

Project No.: 41240.93

July 13, 2009 Page 2

have a significant adverse impact to these open water bodies, particularly in light of their primary function as open water and irrigation pond features for the golf course.

The two small disturbed isolated wetland features located near the proposed wireless telecommunications facility compound will be directly impacted by the proposed access drive, which follows an existing path that travels through these wetland areas. These small wetland areas were found to contain wetland soils within slight topographic hillside depressions located within a wooded path and adjacent to existing fill piles. It is unclear as to the origin of these small wetland areas although it is suspected they may either be relics from a larger hillside wetland system that has long since been cut off from the main wetland stem by historic site development activities (golf course built circa 1960) or was created by vehicle compaction and/or excavation. In either case, the wetland areas provide little function or value (e.g., wildlife habitat, flood storage capacity, aesthetics, etc.) due to their disturbed nature, limited wetland vegetation diversity, isolation and small size. In addition, it is unlikely the small isolated wetland areas would be considered federal jurisdictional wetlands. The proposed access drive will result in impacting all of Wetland 1 (850± square feet) and 140± square feet of Wetland 2 (260± square feet total).

Although it may be possible to avoid these small wetland areas, doing so would result in the removal of several mature trees that currently provide visual buffering and wildlife habitat. Therefore, the adjoining upland areas containing mature trees were deemed to have relatively higher function and value than the two disturbed wetland areas.

Overall, the proposed development will result in impact to wetlands and two irrigation ponds totaling 1,490 square feet. It is important to point out that this wetland impact will only take place in the existing disturbed and degraded wetland areas. As a result, the proposed work will not adversely affect the function and value of these currently disturbed wetland areas, which have already been impacted by the existing site usage.

Under NEPA compliance with respect to wetland impacts, in order to determine if a proposed project results in a "significant environmental effect", for which an Environmental Assessment (EA) must be prepared, a project is evaluated against the Corps' minimal impact threshold criteria to "Waters of the U.S." (e.g., wetlands, waterways, etc.). Generally, if a project is determined to satisfy the requirements of a Category 1 project (minimal impact and eligible without screening by reviewing agencies) it is not considered to result in a significant environmental effect and a Finding of No Significant Impact (FONSI) could be issued for the NEPA listed category item 7. In order to support this conclusion, a careful review of the Department of the Army Programmatic General Permit (PGP) State of Connecticut (effective May 311, 2006, expiration date May 31, 2011) criteria for Category 1 is necessary.

For the proposed wetland crossing improvements, the following criteria are generally required in order to be eligible under Category 1 of the PGP.

Less than 5,000 SF of Inland Waters, Waterway and/or Wetland Fill and Secondary Impacts. Fill impacts include all temporary and permanent fill and excavation discharges resulting from a single and complete project, see #5 of General Requirements. Secondary impacts include but are not limited include to impacts to inland waters, waterways or wetlands drained, dredged, flooded, cleared or degraded resulting from a single and complete project. (See 40 CFR 230.11 (g) and (h))



Project No.: 41240.93

July 13, 2009 Page 3

As the proposed project will only result in wetland impacts totaling 1,490 square feet (the majority of which may not even be federal jurisdictional wetlands), well below the Corps' threshold of 5,000 SF, Verizon Wireless' proposed development is considered eligible under Category 1 of the PGP and therefore a Finding of No Significant Impact for NEPA listed category item 7 is provided.

If you have any questions concerning this matter do not hesitate to call me.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.

Dean Gustafson

Professional Soil Scientist

cc: Kenneth C. Baldwin, Robinson & Cole LLP

Transportation Land Development Environmental °

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WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date:

June 29, 2009

Project No.:

41240.93

Prepared For:

Ms. Alexandria Carter

Verizon Wireless 99 East River Drive

East Hartford, Connecticut 06108

Site Location:

Brownson Country Club

Lane Street Shelton, CT

Site Map:

VHB Wetland Flagging Sketch Map, Dated 09/16/08 & 04/17/09

Inspection Dates:

September 16, 2008 and April 17, 2009

Field Conditions:

Weather: sunny, low 60's

Snow Depth: 0 inches

General Soil Moisture: moist

Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

Connecticut Inland Wetlands and Watercourses

Tidal Wetlands

U.S. Army Corps of Engineers

Local Regulated Upland Review Areas: Wetlands: 50 feet

Watercourses: 50 feet

Field Numbering Sequence of Wetlands Boundary: WF 1-01 to 1-07 (closed loop), WF 2-01 to 2-05

(closed loop) , WF 3-01 to 3-04 (closed loop) 3-05 to 3-18 (open), WF 4-01 to 4-

20

[as depicted on attached wetland sketch maps]

The classification systems of the National Cooperative Soil Survey, the U.S. Department of Agriculture, Natural Resources Conservation Service, County Soil Survey Identification Legend, Connecticut Department of Environmental Protection and United States Army Corps of Engineers New England District were used in this investigation.

All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.

The wetlands delineation was conducted and reviewed by:

Dean Gustafson

Professional Soil Scientist

Enclosures

54 Tuttle Place
Middletown, Connecticut 06457-1847
860.632.1500 = FAX 860.632.7879
email: info@vhb.com

email: info@vhb.com www.vhb.com

Attachments

- Wetland Delineation Field Forms

- Soil Map Soil Report VHB Wetland Flagging Sketch Maps

Wetland Delineation Field Form

Project Address:	Lane Street, Connecticut		Project Numb	er:	41240.93		
Inspection Date:	September 1		Inspector:		Matthew Davison, SS		
Wetland I.D.:	Wetlands 1a	nd 2					
	<u></u>		_				
Field Conditions:	Weather	:: sunny, 70's	unny, 70's		ow Depth: 0 inches		
		Soil Moisture: moist			st Depth: 0 inches		
Type of Wetland I	Delineation:	Connecticut	\boxtimes				
		ACOE					
		Tidal					
Field Numbering	Sequence: WI	F 1-01 to 1-07 (closed	d loop), WF 2-0)1 to	2-05 (closed loop)		
WETLAND HYI	OROLOGY:						
NONTIDAL	parama parama		. —	Т,			
Intermittently Flo		Artificially Flooded			Permanently Flooded		
Semipermanently		Seasonally Flooded			Temporarily Flooded ☐		
Permanently Satu		Seasonally Saturate			Seasonally Saturated - perched 🛛		
Comments: Wetlands 1 and 2 include two small, isolated perched wetlands.							
TIDAL							
Subtidal		Regularly Flooded		Iı	regularly Flooded 🗌		
Irregularly Floode	ed 🔲						
Comments: N/A							
WETLAND TYPE	PE:						
SYSTEM:				l n 1			
Estuarine			Riverine		Palustrine		
Lacustrine		Marine					
Comments: Palus	strine forested	wetlands.			·		
CLASS:				Т	. 57		
Emergent		Scrub-shrub			orested 🛛		
Open Water		Disturbed 🛛			et Meadow		
Comments: Palus activities as evide	strine forested nced by fill p	wetlands. These we iles along paved cart	etlands have been path and steep	en su fill b	bject to historic disturbance bank adjacent to wetland 2.		
WATERCOURS	SE TYPE:						
Perennial	Perennial Intermittent Tidal Tidal						
Comments: N/A			X				
SPECIAL AQUA	ATIC HABIT	AT:					
Vernal Pool		Other _					
Comments: N/A							

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Hollis		\boxtimes	\boxtimes	\boxtimes
Chatfield		\boxtimes	\boxtimes	\boxtimes
Ridgebury				\boxtimes
Leicester				\boxtimes

DOMINANT PLANTS:

red maple	
spicebush	
honeysuckle	
sensitive fern	

WETLAND NARRATIVE:

These wetland areas are adjacent to each other and are characterized as forested perched wetlands. They occur on a bedrock controlled hilltop. Wetland 1 likely experiences some seasonal ponding as evidenced by surface indications of hydrology such as water stained leaves. Evidence of infrequent outflow from this wetland to the west is visible between the wetland and the paved cart path.

Wetland Delineation Field Form

Project Address:	Lane Street, Connecticut	Huntington,	Project Numl	ber:	41240.93		
Inspection Date:	April 17, 20		Inspector:		Dean Gustafson, PSS		
Wetland I.D.:	Wetland 3				<u>I</u>		
	I						
Field Conditions:	Weather	r: sunny, low 60's		Sno	ow Depth: 0 inches		
	t	Soil Moisture: mo		Fro	st Depth: 0 inches		
Type of Wetland I	Delineation:	Connecticut					
		ACOE					
	Field Numbering Sequence: WF 3-01 to 3-04 (close loop), WF 3-05 to 3-18 (open loop)						
Field Numbering	Sequence: Wl	F 3-01 to 3-04 (clo	se loop), WF 3-05	5 to 3	3-18 (open loop)		
WETLAND HYDROLOGY:							
WEILANDIIII	MOLOGI.						
NONTIDAL							
Intermittently Flo		Artificially Flood			Permanently Flooded		
Semipermanently		Seasonally Flood			Temporarily Flooded		
Permanently Satu	rated	Seasonally Satura	ated – seepage L] :	Seasonally Saturated - perched		
Comments:							
TIDAL							
Subtidal		Regularly Floode	ed 🔲	Iı	regularly Flooded 🗌		
Irregularly Floode	ed 🔲						
Comments: N/A							
WETLAND TYP	E:						
SYSTEM: Estuarine		Riverine	-	Dal	ustrine 🛛		
Lacustrine		Marine		1 41	ustrine 🔼		
Comments:		Warme		1			
Comments.							
CLASS:	·			Т	. 57		
Emergent 🗵		Scrub-shrub			rested 🛛		
Open Water		Disturbed 🛛		W€	Vet Meadow 🛛		
Comments:							
WATERCOURS	E TYPE:						
Perennial		Intermittent [Tic	ial 🔲		
Comments: N/A							
SPECIAL AQUA Vernal Pool	TTC HABIT	Other _		Т			
Comments: N/A		Oulei [_]					

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Walpole sandy loam (13)			\boxtimes	\boxtimes
Scarboro muck (15)				\boxtimes
Ninigret and Tisbury soils (21)				\boxtimes
Hinckley gravelly sandy loam (38)				

DOMINANT PLANTS:

Jewelweed (Impatiens capensis)	
reed canary grass (Phalaris arundinacea)	

WETLAND NARRATIVE:

Wetland 3 begins with a drainage feature that receives over land water from the proximate fairway and a culvert beneath a tee-Box. This drainage swale moves water from the north to the south into a larger forested wetland across lane Street. This wetland system is largely vegetated with open maintained lawn with reed canary grass and jewelweed dominating saturated areas. Water is received by the adjoining forested wetland under Lane Road through a 12 inch corrugated metal pipe.

Wetland Delineation Field Form

Project Address:	Lane Street, H Connecticut	Iuntington,	Project Numl	ber:	41240.93	
Inspection Date:	April 17, 2009)	Inspector:		Dean Gustafson, PSS	
Wetland I.D.:	Wetlands 4					
Field Conditions:		sunny, low 60's	Snow Depth: 0 inches		ow Depth: 0 inches	
		oil Moisture: moist		Fro	st Depth: 0 inches	
Type of Wetland I	Delineation:	Connecticut	\boxtimes			
		ACOE				
	Tidal					
Field Numbering	Field Numbering Sequence: WF 4-01 to 4-20					
WETLAND HYI	OROLOGY:					
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
NONTIDAL						
Intermittently Flo		Artificially Floode			Permanently Flooded 🛛	
Semipermanently		Seasonally Floode		_	Temporarily Flooded	
					Seasonally Saturated - perched	
Comments:						
TIDAL						
Subtidal		Regularly Flooded		It	regularly Flooded	
Irregularly Floode		<u> </u>				
Comments: N/A						
WETLAND TYP	E:					
SYSTEM:						
Estuarine		Riverine		Pal	ustrine	
Lacustrine 🛛		Marine				
Comments:						
CLASS:						
Emergent		Scrub-shrub		For	rested	
Open Water 🛛		Disturbed 🛛		We	et Meadow 🗌	
Comments:						
WATERCOURS	E TYPE:					
Perennial		Intermittent		Tic	lal 🔲	
Comments: N/A						
SPECIAL AQUA	ATIC HABITA			T		
Vernal Pool Comments: N/A		Other		<u> </u>		
COMMICHIO, 14/11						

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ninigret and Tisbury soils (21)			\boxtimes	
Hinckley gravelly sandy loam (38)		\boxtimes	\boxtimes	\square
Charlton-Chatfield complex (73)		\boxtimes		\square
Hollis-Chatfield-Rock outcrop complex (75)		\boxtimes		

DOMINANT PLANTS:	

WETLAND NARRATIVE:

Wetland 4 is comprised of 2 irrigation ponds located on either side of a paved cart path. These two features have no bordering vegetated wetlands (only consisting of maintained lawn). These features receive water through underground drainage, surface runoff, and groundwater seepage. Wetland 4, receiving nutrients through runoff from proximate fairways, is a highly eutrophic system as evident by large algae mats. Water generally flows from the northern pond feature under the cart path to the southern pond feature before being conveyed south off property through an intermittent stream.

13. 8. 48..

41° 17' 53"

41° 17' 28"

z≪

13.8.46..

Web Soil Survey 2.2 National Cooperative Soil Survey

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Conservation Service Natural Resources

Soil Map-State of Connecticut (Lane Street, Huntington, CT)

Area of Interest (AOI) Soil Map Units Area of Interest (AOI) Soils

Very Stony Spot Wet Spot Other

MAP LEGEND

Special Line Features Gully

Special Point Features

Blowout

Borrow Pit Clay Spot

 \boxtimes 0

Short Steep Slope Other

Cities Political Features Water Features

Closed Depression

Streams and Canals Oceans

Gravelly Spot

Gravel Pit

Fransportation ‡ ₹

Marsh or swamp

Lava Flow

Landfill

Mine or Quarry

Miscellaneous Water

0 •

Perennial Water

Rock Outcrop Saline Spot Sandy Spot

Major Roads

Local Roads

Severely Eroded Spot

Slide or Slip

Sinkhole

0

Sodic Spot

Stony Spot

Spoil Area

Interstate Highways US Routes

Date(s) aerial images were photographed: 8/14/2006

compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting The orthophoto or other base map on which the soil lines were

MAP INFORMATION

Map Scale: 1:5,600 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Coordinate System: UTM Zone 18N NAD83 This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut Survey Area Data: Version 6, Mar 22, 2007

of map unit boundaries may be evident.

Map Unit Legend

State of Connecticut (CT600)					
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI		
3	Ridgebury, Leicester, and Whitman soils, extremely stony	2.8	2.2%		
13	Walpole sandy loam	3.1	2.5%		
15	Scarboro muck	7.1	5.7%		
17	Timakwa and Natchaug soils	3.9	3.2%		
21A	Ninigret and Tisbury soils, 0 to 5 percent slopes	3.7	3.0%		
29B	Agawam fine sandy loam, 3 to 8 percent slopes	11.0	8.8%		
38C	Hinckley gravelly sandy loam, 3 to 15 percent slopes	5.5	4.4%		
60C	Canton and Charlton soils, 8 to 15 percent slopes	0.1	0.1%		
73C	Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky	24.0	19.3%		
73E	Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky	5.9	4.8%		
75C	Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes	6.9	5.5%		
75E	Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes	22.6	18.2%		
103	Rippowam fine sandy loam	3.8	3.0%		
238C	Hinckley-Urban land complex, 3 to 15 percent slopes	7.4	6.0%		
306	Udorthents-Urban land complex	10.8	8.7%		
307	Urban land	5.6	4.5%		
Totals for Area of Intere	st	124.2	100.0%		

Map Unit Description (Brief)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the selected area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit. A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The "Map Unit Description (Brief)" report gives a brief, general description of the major soils that occur in a map unit. Descriptions of nonsoil (miscellaneous areas) and minor map unit components may or may not be included. This description is written by the local soil scientists responsible for the respective soil survey area data. A more detailed description can be generated by the "Map Unit Description" report.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description (Brief)

State of Connecticut

Description Category: SOI

'Map Unit: 3—Ridgebury, Leicester, and Whitman soils, extremely stony

Ridgebury, Leicester And Whitman Soils, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 50 inches (940 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 40 percent Ridgebury soils, 35 percent Leicester soils, 15 percent Whitman soils, 10 percent minor components, Ridgebury soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is 20 to 30 inches to densic material. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 2.5 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 3 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 5 inches; fine sandy loam 5 to 14 inches: fine sandy loam 14 to 21 inches; fine sandy loam 21 to 60 inches; sandy loam Leicester soils This component occurs on upland drainageway and depression landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 7.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 9 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 7 inches; fine sandy loam 7 to 10 inches; fine sandy loam 10 to 18 inches; fine sandy loam 18 to 24 inches; fine sandy loam 24 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam Whitman soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from gneiss, schist, and granite. The slope ranges from 0 to 2 percent and the runoff class is very low. The depth to a restrictive feature is 12 to 20 inches to densic material. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 1.9 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is occasional. The minimum depth to a seasonal water table, when present, is about 0 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 9 inches; fine sandy loam 9 to 16 inches; fine sandy loam 16 to 22 inches; fine sandy loam 22 to 60 inches; fine sandy loam

Map Unit: 13—Walpole sandy loam

Walpole Sandy Loam This map unit is in the Connecticut Valley Major Land Resource Area. The mean annual precipitation is 37 to 50 inches (940 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Walpole soils. 20 percent minor components. Walpole soils This component occurs on outwash plain terrace, depression, and drainageway landforms. The parent material consists of sandy and gravelly glaciofluvial deposits from gniess, granite, and schist. The slope ranges from 0 to 3 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is poorly drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 5.2 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 6 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4w Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 7 inches; sandy loam 7 to 21 inches; sandy loam 21 to 25 inches; gravelly sandy loam 25 to 41 inches; stratified very gravelly coarse sand to loamy fine sand 41 to 65 inches; stratified very gravelly coarse sand to loamy fine sand

Map Unit: 15—Scarboro muck

Scarboro Muck This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 32 to 50 inches (813 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Scarboro soils. 20 percent minor components. Scarboro soils This component occurs on outwash plain terrace, depression, and drainageway landforms. The parent material consists of organic material over sandy glaciofluvial deposits derived from gneiss, granite, and schist. The slope ranges from 0 to 2 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 4.8 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.8 LEP (low). The flooding frequency for this component is none. The ponding hazard is occasional. The minimum depth to a seasonal water table, when present, is about 4 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 5w Typical Profile: 0 to 12 inches; muck 12 to 17 inches; loamy sand 17 to 31 inches; statified sand to loamy fine sand 31 to 72 inches; statified very gravelly coarse sand to loamy fine sand

Map Unit: 17—Timakwa and Natchaug soils

Timakwa And Natchaug Soils This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 40 to 50 inches (1016 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Timakwa soils, 40 percent Natchaug soils. 15 percent minor components. Timakwa soils This component occurs on depression landforms. The parent material consists of woody organic material over sandy and gravelly glaciofluvial deposits. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 16.2 inches (very high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 3.9 LEP (moderate). The flooding frequency for this component is rare. The ponding hazard is frequent. The minimum depth to a seasonal water table, when present, is about 4 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 5w Typical Profile: 0 to 10 inches; muck 10 to 21 inches; muck 21 to 24 inches; muck 24 to 37 inches; muck 37 to 47 inches; very gravelly loamy coarse sand 47 to 60 inches; gravelly loamy very fine sand Natchaug soils This component occurs on depression landforms. The parent material consists of woody organic material over loamy alluvium, loamy glaciofluvial deposits, or loamy till. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 0.20 in/hr (moderately slow), with about 15.6 inches (very high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 3.9 LEP (moderate). The flooding frequency for this component is rare. The ponding hazard is frequent. The minimum depth to a seasonal water table, when present, is about 0 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 5w Typical Profile: 0 to 2 inches; peat 2 to 4 inches; peat 4 to 6 inches; muck 6 to 11 inches; muck 11 to 18 inches; muck 18 to 24 inches; muck 24 to 33 inches; fine sandy loam 33 to 36 inches; fine sandy loam 36 to 80 inches; loam

Map Unit: 21A—Ninigret and Tisbury soils, 0 to 5 percent slopes

Ninigret And Tisbury Soils, 0 To 5 Percent Slopes This map unit is in the Connecticut Valley Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 60 percent Ninigret soils, 25 percent Tisbury soils. 15 percent minor components. Ninigret soils This component occurs on valley and outwash plain terrace landforms. The parent material consists of eolian deposits over glaciofluvial deposits derived from schist, granite, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.2 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2w Typical Profile: 0 to 8 inches; fine sandy loam 8 to 16 inches; fine sandy loam 16 to 26 inches; fine sandy loam 26 to 65 inches; stratified very gravelly coarse sand to loamy fine sand Tisbury soils This component occurs on valley and outwash plain terrace landforms. The parent material consists of eolian deposits over sand and gravel. The slope ranges from 0 to 3 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.6 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2w Typical Profile: 0 to 8 inches; silt loam 8 to 18 inches; silt loam 18 to 26 inches; silt loam 26 to 60 inches; stratified very gravelly sand to loamy sand

Map Unit: 29B—Agawam fine sandy loam, 3 to 8 percent slopes

Agawam Fine Sandy Loam, 3 To 8 Percent Slopes This map unit is in the Connecticut Valley New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation Is 32 to 50 inches (813 to 1270 millimeters) and the average annual air temperature is 45 to 50 degrees F. (7 to 10 degrees C.) This map unit is 80 percent Agawam soils. 20 percent minor components. Agawam soils This component occurs on valley and outwash plain terrace landforms. The parent material consists of eolian deposits over glaciofluvial deposits derived from schist, granite, and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage lass is well drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 4.8 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 14 inches; fine sandy loam 14 to 24 inches; fine sandy loam 24 to 60 inches; stratified very gravelly coarse sand to fine sand

Map Unit: 38C—Hinckley gravelly sandy loam, 3 to 15 percent slopes

Hinckley Gravelly Sandy Loam, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 40 to 50 inches (1016 to 1270 millimeters) and the average annual air temperature is 45 to 55 degrees F. (7 to 13 degrees C.) This map unit is 80 percent Hinckley soils. 20 percent minor components. Hinckley soils This component occurs on valley outwash plain, terrace, kame, and esker landforms. The parent material consists of sandy and gravelly glaciofluvial deposits derived from schist, granite, and gneiss. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is excessively drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 2.3 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 8 inches; gravelly sandy loam 8 to 20 inches; very gravelly loamy sand 20 to 27 inches; very gravelly sand 27 to 42 inches; stratified cobbly coarse sand to extremely gravelly sand 42 to 60 inches; stratified cobbly coarse sand to extremely gravelly sand

Map Unit: 60C—Canton and Charlton soils, 8 to 15 percent slopes

Canton And Charlton Soils, 8 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Canton soils, 35 percent Charlton soils. 20 percent minor components. Canton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from schist, granite, and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 5.6 inches (high) available water capacity. The weighted average shrinkswell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 3 inches; gravelly fine sandy loam 3 to 15 inches; gravelly loam 15 to 24 inches; gravelly loam 24 to 30 inches; gravelly loam 30 to 60 inches; very gravelly loamy sand Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam

Map Unit: 73C—Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky

Charlton-Chatfield Complex, 3 To 15 Percent Slopes, Very Rocky This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Charlton soils, 30 percent Chatfield soils. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist and gneiss. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrinkswell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock

Map Unit: 73E—Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky

Charlton-Chatfield Complex, 15 To 45 Percent Slopes, Very Rocky This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Charlton soils, 30 percent Chatfield soils. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock

Map Unit: 75C—Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes

Hollis-Chatfield-Rock Outcrop Complex, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 3 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 75E—Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes

Hollis-Chatfield-Rock Outcrop Complex, 15 To 45 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 15 to 45 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 103—Rippowam fine sandy loam

Rippowam Fine Sandy Loam This map unit is in the New England and Eastern New York Upland, Southern Part Connecticut Valley Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 80 percent Rippowam soils. 20 percent minor components. Rippowam soils This component occurs on depression and flood plain landforms. The parent material consists of alluvium. The slope ranges from 0 to 3 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.2 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is frequent. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 9 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4w Typical Profile: 0 to 5 inches; fine sandy loam 5 to 12 inches; fine sandy loam 12 to 19 inches; fine sandy loam 19 to 24 inches; sandy loam 24 to 27 inches; sandy loam 27 to 31 inches; loamy sand 31 to 65 inches; stratified very gravelly coarse sand to loamy fine sand

Map Unit: 238C—Hinckley-Urban land complex, 3 to 15 percent slopes

Hinckley-Urban Land Complex, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 40 to 50 inches (1016 to 1270 millimeters) and the average annual air temperature is 45 to 55 degrees F. (7 to 13 degrees C.) This map unit is 40 percent Hinckley soils, 35 percent Urban Land. 25 percent minor components. Hinckley soils This component occurs on valley outwash plain, esker, kame, and terrace landforms. The parent material consists of sandy and gravelly glaciofluvial deposits derived from granite, gneiss, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is excessively drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 2.3 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 8 inches; gravelly sandy loam 8 to 20 inches; very gravelly loamy sand 20 to 27 inches; very gravelly sand 27 to 42 inches; stratified cobbly coarse sand to extremely gravelly sand 42 to 60 inches; stratified cobbly coarse sand to extremely gravelly sand Urban Land Urban land is land mostly covered by streets, parking lots, buildings, and other structures of urban areas. The slope ranges from 3 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 306—Udorthents-Urban land complex

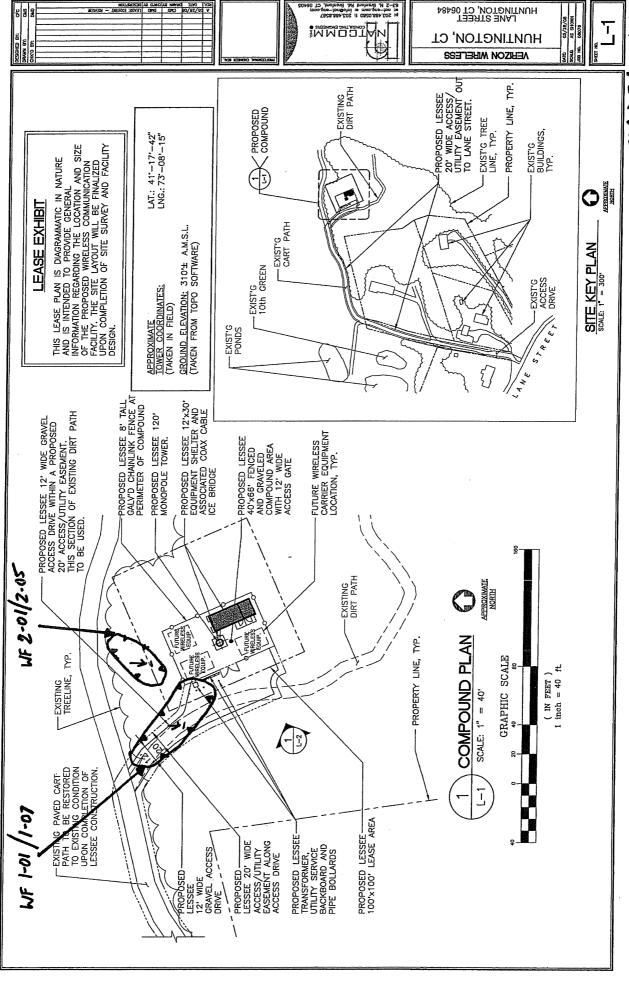
Udorthents-Urban Land Complex This map unit is in the New England and Eastern New York Upland, Southern Part Connecticut Valley Major Land Resource Area. The mean annual precipitation is 32 to 50 inches (813 to 1270 millimeters) and the average annual air temperature is 45 to 55 degrees F. (7 to 13 degrees C.) This map unit is 50 percent Udorthents soils, 35 percent Urban Land. 15 percent minor components. Udorthents soils This component occurs on cut (road, railroad, etc.), railroad bed, road bed, spoil pile, urban land, fill, and spoil pile landforms. The slope ranges from 0 to 25 percent and the runoff class is medium. The depth to a restrictive feature varies, but is commonly greater than 60 inches. The drainage class is typically well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 9.0 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.4 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table is greater than 60 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 5 inches; loam 5 to 21 inches; gravelly loam 21 to 80 inches; very gravelly sandy loam Urban Land Urban land is land mostly covered by streets, parking lots, buildings, and other structures of urban areas. The slope ranges from 0 to 35 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 307—Urban land

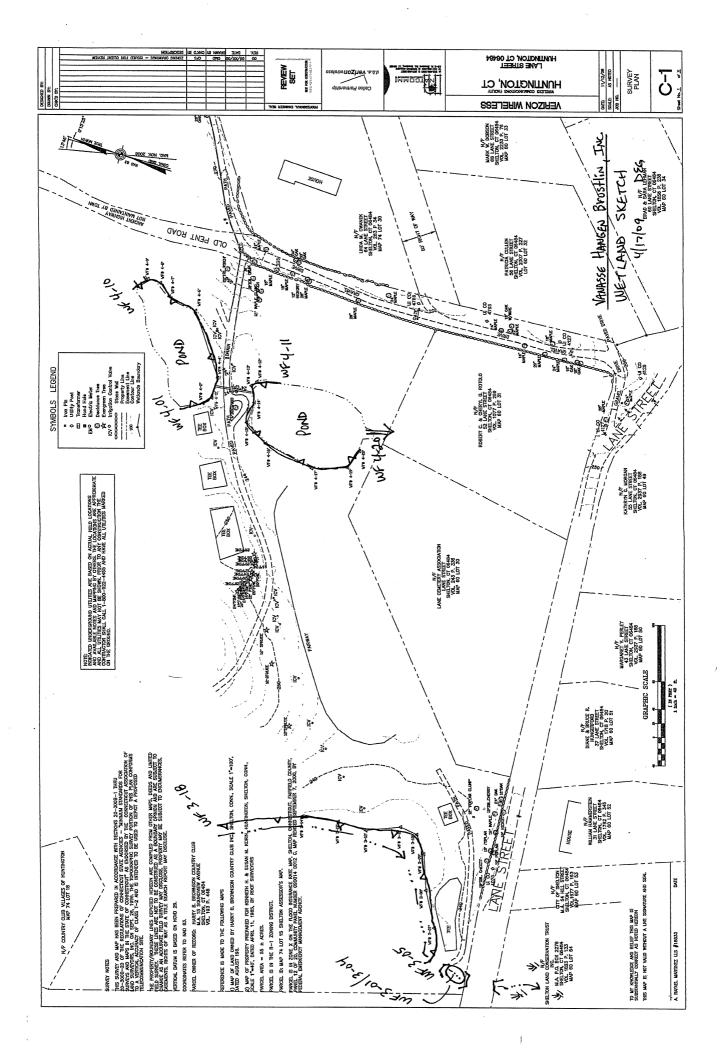
Urban Land This map unit is in the New England and Eastern New York Upland, Southern Part Connecticut Valley Major Land Resource Area. The mean annual precipitation is 38 to 50 inches (965 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Urban Land. 20 percent minor components. Urban Land Urban land is land mostly covered by streets, parking lots, buildings, and other structures of urban areas. The slope ranges from 0 to 45 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

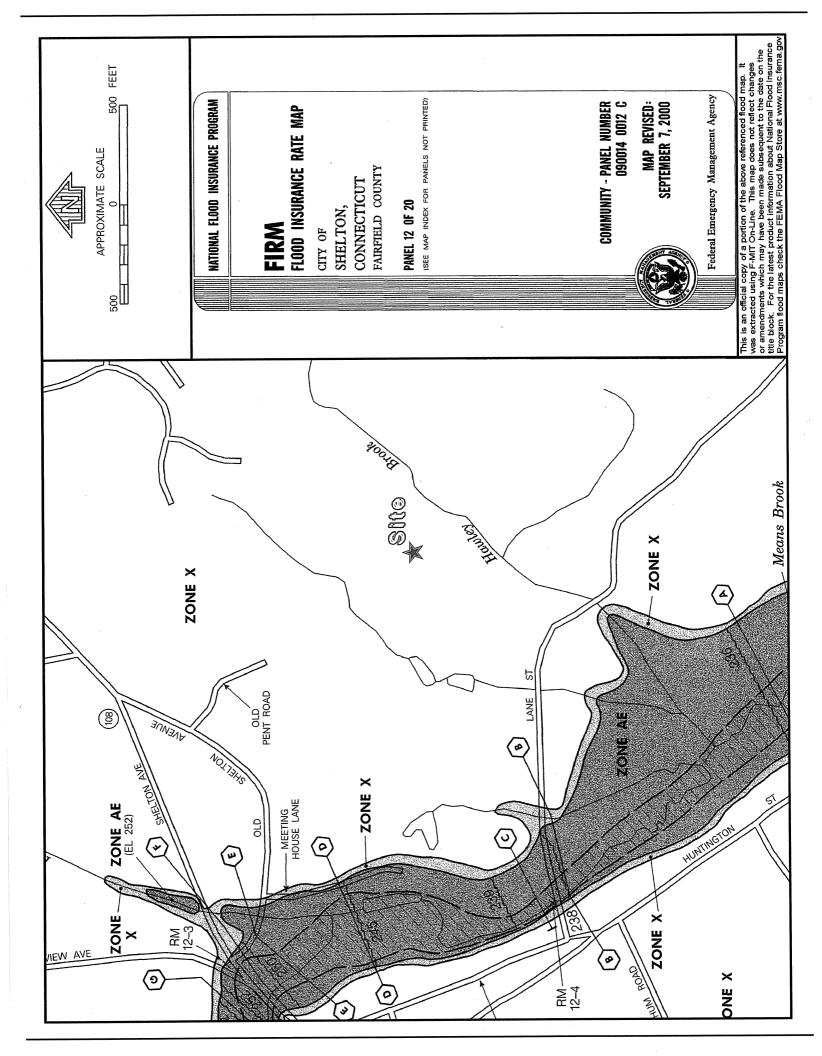
Data Source Information

Soil Survey Area: State of Connecticut Survey Area Data: Version 6, Mar 22, 2007



VHB WETLAND FLAGGINGSKER LANE ST. HWYINGTON, CT. MATTHEW DAVISON





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HUNTINGTON. SRP
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                                   Federal Airways & Airspace
                          File: HUNTINGTON
                          Location:
                                     Shelton, CT
                          Distance: .6 Statute Miles Direction: 354° (true bearing)
                                                              Longitude: 73°-08'-14.64"
                          Latitude: 41°-17'-42.51"
                          SITE ELEVATION AMSL.....306 ft.
                          STRUCTURE HEIGHT......127 ft.
                          OVERALL HEIGHT AMSL.....433 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): PNR (Circling Approach Area)
       FAR 77.13(a)(4): PNR (Straight-In Procedure. Check FAF distance for TERPS®
impact. BDR)
       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: BDR: IGOR I SIKORSKY MEMORIAL
                                RB: 176.3
     Type: AIR
                       46971
                 RD:
       FAR 77.23(a)(1):
                                 DNE
       FAR 77.23(a)(2):
                                    - Greater Than 6 NM.
                                 DNE
       VFR Horizontal Surface: DNE
       VFR Conical Surface:
                                 DNF
       VFR Approach Slope:
                                 DNE
       VFR Transitional Slope: DNE
     VFR TRAFFIC PATTERN AIRSPACE FOR: OXC: WATERBURY-OXFORD
     Type: AIR
                RD:
                        63876
                                RB: .5
                                          RE:
       FAR 77.23(a)(1):
FAR 77.23(a)(2):
                                 DNE
                                 DNE - Greater Than 6 NM.
       VFR Horizontal Surface: DNE
       VFR Conical Surface:
                                 DNE
       VFR Approach Slope:
                                 DNF
       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
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HUNTINGTON.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		
CT89 HEL ITT No Impact to Private Landing Facility Structure is beyond notice limit by 2407		1.219	+106
CT76 HEL CHASE MANHATTAN BANK OF CT No Impact to Private Landing Facility Structure is beyond notice limit by 14577	190.51 7 feet.	3.222	+233
JSD HEL SIKORSKY No Impact to Private Landing Facility Structure is beyond notice limit by 15100	146.27 5 feet.	3.309	+413
CT47 HEL CONSUMER PRODUCTS DIV WARNER-IN NO Impact to Private Landing Facility Structure is beyond notice limit by 3119		5.957	+413

AIR NAVIGATION ELECTRONIC FACILITIES NO Electronic Facilites Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE

NOT REQUIRED: Structure is not near a FCC licensed AM radio station Proof-of-Performance is not required. Please review AM Station Report for details.

Nearest AM Station: WADS @ 5989 meters.

Airspace® Summary Version 2009.5

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06-03-2009 09:43:15

LAND LEASE AGREEMENT September This Agreement, made this 4th day of Aggost, 2008 between The Harry B. Brownson Country Club, Inc., a Connecticut corporation with its principal offices located at 15 Soundview Avenue, Shelton, Connecticut 06484, hereinaster designated LESSOR and Cellco Partnership a Delaware general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of 1. property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 15 Soundview Avenue, Shelton, Fairfield County, 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, Lane Street, 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 and as approved by Owner. The Property is also shown on the Tax Map of the Town of Shelton as Map 74, Lot 15 and is further described in Deeds recorded in Book 183, at Page 352, Book 189, Page 31, Book 191, Page 151, Book 193, Page 448 and Book 207, Page 196 as recorded in the Town of Shelton Land Records.

Notwithstanding the foregoing, the demised premises shall not be accessed on Saturdays, Sundays or Holidays except in cases of emergency. Routine maintenance and repair shall only be conducted after Lessee provides Lessor with twenty-four (24) hour notice. Lessor reserves the right to reschedule the routine maintenance/repair for a limited period in order not to disturb Lessor events. Lessee further agrees to access the premises by means of the "cart path" identified in Exhibit A.

LESSOR also hereby grants to LESSEE the right to survey the SURVEY. 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.

TERM; RENTAL. 3.

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 for the first lease year in the total amount of Twenty First Thousand Two Fundical

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. The Agreement shall commence based upon the date LESSEE is granted a building permit by the government agency charged with issuing such permits, or eighteen (18) months from the date of execution of the Agreement by the Parties, whichever is earlier. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. As additional rent hereunder, the LESSEE shall pay the LESSOR a due and payable with the first months rent. one-time signing bonus

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 rental payments shall increase by three (3%) percent each Lease year during the initial term of the Lease.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 22. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a

form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 5. EXTENSION RENTALS. For each year of the extension terms, the rent shall increase by solver the rent for each preceding year.
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) 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) 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 the annual rental payable with respect to the immediately preceding year term. The initial term and all extensions shall be collectively referred to herein as the "Term".
- LESSEE shall have the responsibility to pay any personal property, real TAXES. 7. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Propery which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

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

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto, as approved by Lessor prior to execution hereof. LESSEE represents that every effort will be made to construct improvements during the fall and/or winter. In addition, any construction vehicles will access the Premises without any disruption outside the access easement area to either additional property of LESSOR or any abutters property. A security fence consisting of chain link (with green privacy slats) 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. 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) despite Lessee's diligent efforts to pursue any necessary permits after execution hereof, 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 provided that any of the foregoing were not caused by the act and/or omission of Lessee; (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. In the event LESSEE fails to diligently pursue any Governmental Approvals within a reasonable time after execution of this Agreement by both parties hereto, and attempts to terminate this Agreement pursuant to (i), (ii) or (iii) herein, Lessee shall pay a termination fee equal to six (6) months rent. In addition, if LESSEE elects to terminate the Agreement prior to expiration of the Initial Term, for reasons contained in (v) and/or (vi) above, Lessee shall pay a termination fee equal to six (6) months rent. 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.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 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.

10. 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. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, 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.
- 12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, after the Initial Term, 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. If Lessee exercises said right to terminate, Lessee shall pay Lessor a termination fee equal to six (6) months rent.

- 13. 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 afterinstalled 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.
- 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 33 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, but in no event shall Lessee remain on the property for a period exceeding thirty (30) days.
- 15. 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 14 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 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and twenty-five percent (125 %) of the rent applicable during the month immediately preceding such expiration or earlier termination.
- 16. <u>RIGHTS UPON SALE</u>. 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. <u>TITLE</u>. 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. <u>INTEGRATION</u>. 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. <u>GOVERNING LAW</u>. 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. <u>ASSIGNMENT</u>. 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.

LESSEE may sublease any portion of the Premises at 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. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for colocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

- (a) In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, LESSOR shall be entitled to receive the greater of \$500.00 or 25% of any rental paid by any Sublessee(s). Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE.
- (b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the Property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the Property outside LESSEE's Premises.
- (c) Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee. LESSEE shall promptly notify LESSOR in writing of any sublease of the Premises. The Lessee shall provide Lessor with a copy of any and all subleases.
- 22. <u>NOTICES</u>. 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:

The Harry B. Brownson Country Club, Inc.

15 Soundview Avenue Shelton, CT 06484

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.

- 23. <u>SUCCESSORS</u>. 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 and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff

against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. <u>RECORDING</u>. 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.
- 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. <u>REMEDIES</u>. 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 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, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE 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 LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

- a. The Parties 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 activities of the other, with the LESSOR being responsible for activity formerly conducted on the Property.
- b. Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its 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; and b) any environmental conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental or industrial hygiene conditions are caused by the other.
- 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. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. 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. <u>APPLICABLE LAWS</u>. 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 solely 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. <u>SURVIVAL</u>. 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. <u>CAPTIONS</u>. 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. <u>ACCESS.</u> Lessee shall access to the Premises along the existing cart path only. Any damage, maintenance and/or repair that results from Lessee's use of the cart path shall be repaired/replaced by Lessee. Lessee shall not be permitted to remove any trees, vegetation, etc. along the cart path, without the prior approval of Lessor.
- 35. Notwithstanding anything herein to the contrary, Lessee shall not disturb the Premises in any manner until the commencement of this Lease and has obtained all Governmental approvals.

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

	Country Club, Inc.
WITNESS Thomas J. Welch	By: Chols I Nelly TE Charles L. Kelly III
Son 44 II. Chokmanski	Its: Preside. +
THAN A	LESSEE: Cellco Partnership d/b/a Verizon Wireless
WITNESS	By:
Man Imila	Its:Netwark Vice President – Northeast Are

