

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC
(HOMELAND) AND NEW CINGULAR WIRELESS
PCS, LLC (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND PUBLIC
NEED FOR THE CONSTRUCTION,
MAINTENANCE AND OPERATION OF A
TELECOMMUNICATIONS FACILITY LOCATED
AT THE CHESHIRE WASTEWATER
TREATMENT PLANT

DOCKET NO. 451

SEPTEMBER 23, 2014

**HOMELAND TOWERS, LLC (HOMELAND) and NEW CINGULAR WIRELESS,
PCS LLC (AT&T)
RESPONSES TO CONNECTICUT SITING COUNCIL
PRE-HEARING INTERROGATORIES - SET ONE**

Q1. Of the letters sent to abutting property owners, how many certified mail receipts did HT receive? If any receipts were not returned, which owners did not receive their notice? Did HT make additional attempts to contact those property owners?

A1. *Five (5) of the original notice letters were not confirmed as received. Follow up letters were sent on August 13, 2014. Please see Attachment 1 for copies of these letters which include the names of the addressees.*

Q2. Pursuant to CGS §16-50o, please submit a copy of the lease for the proposed site.

A2. *Please see lease included as Attachment 2.*

Q3. Would any blasting be required for this site?

A3. *Blasting is not anticipated for the construction of this site. Bedrock was not encountered during the subsurface geotechnical investigation conducted onsite.*

Q4. What security measures would be employed to protect vandalism and unwanted intrusions into the facility?

A4. *In addition to the gated and locked compound, AT&T's shelter is locked and remotely monitored for intrusion 24 hours a day.*

Q5. To what standard would the proposed tower be designed? What would be the diameter of the tower at its base? At its top?

A5. *The tower will be designed in accordance with both the Electronic Industries Association Standard EIA/TIA-222-F and EIA/TIA-222-G "Structural Standards for Steel Antenna Towers and Antenna Support Structures" for New Haven County. The more stringent of the two design iterations will be used. The tower will be designed to wind loads equivalent to a maximum 85 MPH fastest mile wind speed (REV F) and/or average basic 3-second wind gust of 100 MPH (REV G).*

The base of the proposed tower will be approximately 5 to 6 feet in diameter and the top will be approximately 2 to 3 feet in diameter.

Q6. What are the frequencies AT&T is licensed to use in the area covered from the proposed facility?

A6. *AT&T is licensed by the FCC to provide wireless communications services throughout the State of Connecticut AT&T utilizing the following frequency blocks:*

WPWV369 C Block 710-716 MHz, 740-746 MHz

WQJU464 B Block 704-710 MHz, 734-740 MHz

WQIZ617 E Block 722-728 MHz

*KMKA241 B Block 835-845 MHz, 880-890 MHz 846.5-849 MHz,
891.5-894 MHz*

KNLG496 D Block 1865-1870 MHz, 1945-1950 MHz

KNLG497 E Block 1885-1890 MHz, 1965-1970 MHz

WPSL626 A Block 1850-1865 MHz, 1930-1945 MHz

KNLB204 B Block 2310-2315 MHz, 2355-2360 MHz

KNLB312 A Block 2305-2310 MHz, 2350-2355 MHz

Q7. Which of these frequencies will be utilized by AT&T at this site?

A7. *AT&T will deploy equipment utilizing the 700 MHz, 850 MHz, and 1900 MHz frequencies from AT&T but could deploy any of these frequencies as needed in the future.*

Q8. Identify the adjacent sites with which the proposed facility would hand off signals. Include addresses of these sites.

A8. *The neighboring sites that the proposed site would hand-off signal are shown in the table below:*

AT&T Site ID	Address	Town	Structure Type
CT1033	250 MERIDEN WATERBURY TRNPKE	SOUTHINGTON	Monopole
CT1215	546 SOUTH BROAD ST	MERIDEN	Rooftop
CT2038	1338 HIGHLAND AVE	CESHIRE	Water Tower
CT2081	500 HIGHLAND AVE	CESHIRE	Rooftop
CT5110	989 CHURCH ST	WALLINGFORD	Lattice Tower
CT5378	450-478 WEST MAIN ST	MERIDEN	Rooftop
S2248	33 MAIN ST	MERIDEN	Planned Monopole
S2864	185 ACADEMY RD	CESHIRE	Planned Monopole

Table 2: Hand-off sites

- Q9. What is the existing signal strength in the area AT&T is seeking to cover from this facility? At which frequencies?
- A9. *The signal strength in the gap AT&T is seeking to cover in this area is between -93 dBm and -120 dBm for 700 MHz LTE and, between -96 dBm and -120 dBm for 1900 MHz LTE.*
- Q10. Does AT&T have any statistics on dropped calls or other indicators of substandard service in the vicinity of the proposed facility? If so, what do they indicate?

A10. *AT&T's dropped call data for the area where reliable service is needed, while proprietary, indicates elevated voice and data drops. In addition, data testing indicates that substandard or nonexistent data service is provided within the area identified as a need for this site.*

Q11. What are lengths of the respective coverage gaps on the roads that would be covered from the proposed site? What are the distances that would be covered along these roads from the proposed site?

A11. *The lengths of the coverage gaps on the roads that would be covered and the distance that would be covered along these roads for each frequency, at a centerline of 155' are shown in Table 2 below.*

Street Name	Frequency 700 MHz		Frequency 1900 MHz	
	Gap (mi)	Coverage (mi)	Gap (mi)	Coverage (mi)
State Route 70	2.8	0.32	2.88	0.18
Nob Hill Road	0.9	0.62	0.62	0.37
Riverside Drive	1.13	1.04	1.15	0.80
Redstone, Payne Drive	0.59	0.47	0.68	0.34
Cheshire Street	1.72	1.65	1.72	1.48
Allen Avenue	1.45	0.89	0.66	0.63

Table 2: Length of Coverage Gaps

Q12. What is the lowest feasible height at which AT&T's antennas could fulfill the coverage objectives from the proposed facility? What problems would result if AT&T were to install antennas at a lower height? Submit a propagation map showing the coverage at ten feet below this height.

A12. While the 155' centerline height is the preferred height and provides additional infill and robustness, the minimum centerline required to meet the targeted coverage objectives for this search area is 145'. As shown in the attached plot titled: "Existing with Proposed @ 145ft. 700 MHz LTE Coverage", reliable coverage is lost in the residential areas in the vicinity of Payne and Redstone Drive, Vista Terrace and Oak Ridge Drive. In comparison, the plot titled: "Existing with Proposed @ 135ft. 700 MHz LTE Coverage" shows that any further reduction in height would result in further signal degradation south and southwest of the proposed site and open gaps in reliable service in residential areas west of the site.

Table 3 below details the incremental coverage statistics based on height.

Incremental Coverage from Proposed Site (700 MHz)				
Height (Feet)		155 ft	145 ft	135 ft
Population Coverage: ¹	(≥ -83 dBm)	1,200	1,093	942
	(≥ -93 dBm)	3,026	2,834	2,810
Area Covered (mi ²):	(≥ -83 dBm)	1.25	1.19	1.06
	(≥ -93 dBm)	3.64	3.44	3.29
Roadway Coverage (mi):	Main:	7.26	6.04	5.9
	Secondary:	15.11	14.89	14.25
	Total:	22.37	20.93	20.15

¹Population figures are based upon 2010 US Census Block Data

Table 3: Incremental Coverage Statistics

- Q13. How would AT&T provide backup power for its equipment at the proposed facility? What kind of fuel would the backup generator use? How many hours of service would the generator be able to provide before it needs to be refueled?
- A13. *AT&T's proposed backup generator is a diesel generator to serve its facility. AT&T will also have a battery backup required to prevent the facility from experiencing a "re-boot" condition during the generator start-up delay period thus allowing for continued or "seamless" provision of service where signal levels allow. The run time is approximately 48 hours based on a 200 gallon supply.*
- Q14. Would AT&T's backup power equipment include any provisions for the protection against fuel spills?
- A14. *The generator fuel tank is a steel containment chamber that is lined with a bladder to contain fuel in the unlikely event of a fuel spill.*
- Q15. Is the proposed site near an "Important Bird Area" as designated by the National Audubon Society?
- A15. *No. The nearest Important Bird Area to the proposed site, the Naugatuck State Forest in Naugatuck, Oxford, Beacon Falls, and Bethany, is located approximately 10 miles to the southwest. Please see analysis provided as Attachment 3.*
- Q16. Would Homeland's proposed facility comply with recommended guidelines of the United States Fish and Wildlife Service for minimizing the potential for telecommunications towers to impact bird species?

A16. *Yes. Please see analysis provided as Attachment 3.*

Q17. Does Homeland have any more detailed information about the potential “cryptic style” vernal pool located near the proposed facility?

A17. *APT, on the behalf of Homeland Towers, evaluated the referenced vernal pool (identified as “Vernal Pool 1”). A vernal pool inspection was performed by APT on 04/02/14 to determine the extent and condition of the pool and surrounding terrestrial habitat in order to evaluate the project’s potential impact to vernal pool habitat. During the inspection the extent of Vernal Pool 1 was defined by high water marks corresponding to a peak hydroperiod channel/conveyance noted to extend southward from the southern limits of Vernal Pool 1, eventually flowing directly into the Quinnipiac River. In addition, the pool was dip-net surveyed for immersed vernal pool obligate species in collaboration with a visual survey of the pool’s perimeter. A single adult chorusing wood frog (*Rana sylvatica*) was noted prior to the start of the dip-net survey. No vernal pool obligate species were collected during the dip-net survey; several leaches were collected however, an indicator of possible poor water quality. Therefore, the lack of observed vernal pool obligate species could be attributable to water quality and/or associated with inclement weather (low 40°F temperatures and generally overcast skies) experienced during the survey.*

Another factor that could affect the ecological value of this pool is its association with the Quinnipiac River’s active floodplain. During peak hydroperiods and flooding conditions, flood waters enter Vernal Pool 1 potentially causing ‘flushing’ of egg masses and disruption of breeding activities depending upon the velocity of the flood waters. In addition, these flood waters have the potential to import fish species which could

also negatively affect herpetofauna breeding activities. The morphology of vernal pools in these types of floodplain landscapes is relatively common so these concerns are generally not considered to be significant. However, in developed watersheds such as the Quinnipiac River, hydraulic characteristics have been altered resulting in "flashy" hydrology and increased frequency and intensity of flooding events that often times occur outside of "normal" early spring flooding events. When flooding events occur during late spring/early summer the potential increases for disruption to herpetofauna egg mass/larvae development.

The proposed Cheshire Facility would not result in impacts to Vernal Pool 1 or the pool's Vernal Pool Envelope zone (within 100 feet of the vernal pool edge; "VPE"). Approximately 11.8% of the VPE is currently developed in association with the nearby waste water treatment plant. All activity proposed by Homeland would be outside the VPE and limited to locations within the Critical Terrestrial Habitat zone associated with the vernal pool (within 100-750 feet of the vernal pool edge; "CTH"). In order to evaluate impacts to the CTH zone, the pre- and post-development levels were analyzed per Calhoun and Klemens (2002) to determine if the proposed facility development would result in a reduction in the undeveloped CTH zone below the recommended 75% threshold. The results of this analysis reveal that the pre-development condition well exceeds the 25% developed threshold and therefore the relative ecological value of this vernal pool habitat has already been compromised.

As illustrated on the Vernal Pool Analysis Map provided in Attachment 4, the total area of CTH associated with Vernal Pool 1 is 52.56± acres. This area includes land located within the existing limits of disturbance associated with the recreational park (considered unsuitable vernal pool terrestrial habitat due to regular maintenance and use as recreational

fields) and the waste water treatment plant. Existing development of the CTH totals 22.61± acres (13.70± acres associated with the wastewater treatment plant, roads, residential structures, yards and driveways and 8.91± acres of unsuitable recreational fields). This equates to approximately 43.02% of the vernal pool CTH as being already developed.

The proposed facility compound and access road would result in the development of 8,842± square feet of the CTH for Vernal Pool 1, which represents approximately 0.39% of the pool's total CTH. However, the facility is proposed within an area that has been previously disturbed and is used by the sewer and recreational departments for materials storage (conditions akin to development). Therefore, the proposed facility would not result in an increase in development to the CTH.

Although the ecological integrity of Vernal Pool 1 has been compromised, the potential still exists for possible short-term impacts to herpetofauna associated with the nearby vernal pool habitat due to possible encounters with migrating and basking individuals that may intercept the proposed development footprint during construction. Homeland is already committed to implementing protective measures to avoid unintentional mortality to eastern box turtle (*Terrapene c. carolina*) or wood turtle (*Glyptemys insculpta*) during proposed construction activities. This protection plan would include Best Management Practices ("BMPs") that are equally protective of vernal pool species including: education of contractors prior to initiation of construction on the environmentally sensitive work zone; installation of silt fence isolation barriers of the proposed work zone; herpetofauna sweeps following installation of isolation barriers and prior to earthwork activities; and, periodic inspections and maintenance of the isolation barriers.

Q18. Has Homeland considered providing one backup power source capable of supplying backup power to all tenants of the proposed facility?

A18. *No. Homeland does not own, construct or maintain shared generators as part of its tower ownership business.*

Q19. Would AT&T be amenable to sharing a backup generator with other tenants of the proposed facility?

A19. *No. AT&T prefers to maintain and control its own generator for its own use and reliability.*

Q20. Are there any Public Safety Answering Points within the coverage area of the proposed facility that are able to accept text-to-911 services?

A20. *AT&T and this facility will be able to support text-to-911 service once this functionality is supported and requested by the Public Safety Answering Point (PSAP). AT&T is not aware that this functionality has yet been requested for this area.*

Q21. The nearest wetland to the proposed facility is variously described as being at a distance of 150 feet, 127 feet, and 129 feet. Which is the correct distance?

A21. *The distance from the proposed development to the nearest wetland resource is 127 feet, as cited on Sheet No. A-1 in Attachment 5 (Drawings) of Homeland's Application. The other wetland separating distances cited were apparently the result of approximations made prior to completion of the final Drawings.*

CERTIFICATE OF SERVICE

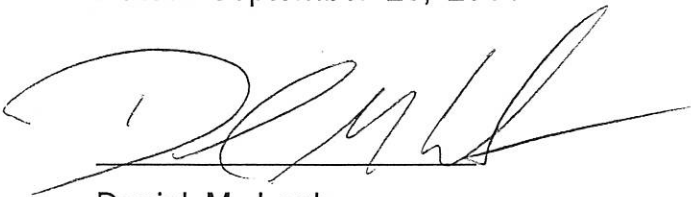
I hereby certify that on this day, an original and fifteen copies of the foregoing was sent electronically and by overnight mail to the Connecticut Siting Council and the following:

Town of Cheshire:
Burton B. Cohen, Esq.
Murtha Cullina LLP
265 Church Street, 9th Floor
New Haven, CT 06510
bcohen@murthalaw.com

Michael A. Milone
Town Manager
Town of Cheshire
84 South Main Street
Cheshire, CT 06410
mmilone@cheshirect.org

Neil Dryfe, Chief of Police
Town of Cheshire
500 Highland Avenue
Cheshire, CT 06410
ndryfe@cheshirect.org

Dated: September 23, 2014

A handwritten signature in black ink, appearing to read 'D. Laub', written over a horizontal line.

Daniel M. Laub

ATTACHMENT 1

CUDDY & FEDER^{LLP}

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Tel 914.761.1300 Fax 914.761.5372
www.cuddyfeder.com

August 13, 2014

VIA FIRST CLASS MAIL

Jean H. Wargo
1311 Cheshire Street
Cheshire, CT 06410

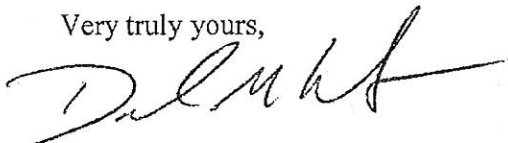
Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

Dear Ms. Wargo:

Our office previously attempted to contact you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter. A certified return receipt letter to you dated July 28, 2014 was sent to your attention but a receipt was not returned. The address listed for you corresponds with the records on file with the Town of Cheshire Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter, along with a copy of the letter and notice sent on July 28, 2014 is being sent via first class mail in hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact the Connecticut Siting Council or the undersigned.

Very truly yours,



Daniel Laub

Enclosures

C&F: 2515089.1

July 28, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jean H. Wargo
1311 Cheshire Street
Cheshire, CT 06410

Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

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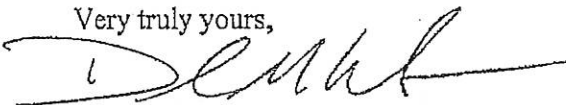
We are writing to you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter and our clients' intent to file an application with the State of Connecticut Siting Council for approval of a proposed wireless communications tower facility (the "Facility") within the Town of Cheshire.

State law requires that record owners of property abutting a parcel on which a facility is proposed be sent notice of an applicant's intent to file an application with the Siting Council. The Facility candidate is located on Town-owned property at 1325 Cheshire Street in Cheshire and generally known as the Town Waste Water Treatment Plan site. Additional details are provided in the notice included with this letter.

The location, height and other features of the Facility are subject to review and potential change by the Connecticut Siting Council under the provisions of Connecticut General Statutes §16-50g et seq.

If you have any questions concerning this application, please contact the Connecticut Siting Council or the undersigned after August 4, 2014, the date which the application is expected to be on file.

Very truly yours,



Daniel M. Laub

Enclosure

NOTICE

Notice is hereby given, pursuant to Section 16-50l(b) of the Connecticut General Statutes and Section 16-501-1(e) of the Regulations of Connecticut State Agencies of an Application to be filed with the Connecticut Siting Council ("Siting Council") on or after July 31, 2014 by Homeland Towers, LLC ("Homeland") and New Cingular Wireless PCS LLC ("AT&T") (together the "Applicants") for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Cheshire, Connecticut.

The proposed tower facility consists of a new self-supporting tower and a 62' by 75' tower compound in the central portion of Town-owned property located at 1325 Cheshire Street in Cheshire and generally known as the Town Waste Water Treatment Plant site.

The Applicants propose a 170' AGL self-supporting monopole tower with Town emergency antennas extending to an overall height of 180' AGL. AT&T would install up to twelve (12) panel antennas and equipment at a centerline height of approximately 155' AGL on the tower. An associated 12' x 16' equipment shelter would be installed at the tower base together with a back-up power generator in the compound. The compound and tower will include space for other carriers as well as emergency communications equipment and be enclosed by an eight (8) foot tall chain link fence. Vehicle access to the facility would be along an existing driveway a distance of approximately 1,360' and then along a proposed extension of the driveway approximately 140' to the tower compound. Utility connections would be run underground from an on-site utility pole.

The location, height and other features of the proposed Facility are subject to review and potential change under provisions of the Connecticut General Statutes Sections 16-50g et. seq.

A facility is proposed to allow AT&T and municipal emergency communication service in Cheshire and this area of the State. The Application explains the need, purpose and benefits of the proposed Facility and also describes the environmental effects of the Facility.

A balloon, representative of the proposed height of the tower, will be flown at the site on the first day of the Siting Council public hearing on the Application, which will take place in Town, or such other date specified by the Siting Council and a time to be determined by the Siting Council, but anticipated to be between the hours of 12pm and 5pm.

Interested parties and residents of the Town of Cheshire, Connecticut are invited to review the Application during normal business hours after August 4, 2014 when the Application is expected to be on file at the following offices:

Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Michael A. Milone, Town Manager
Carolyn Soltis, Town Clerk
Town of Cheshire
84 South Main Street
Cheshire, CT 06410

or the office of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

Daniel M. Laub, Esq.
Christopher B. Fisher, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, New York 10601
(914) 761-1300
Attorneys for the Applicants

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August 13, 2014

VIA FIRST CLASS MAIL

Montgomery T. Helms
1322 Cheshire Street
Cheshire, CT 06410

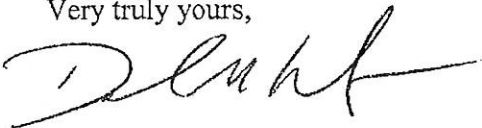
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Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

Dear Mr. Helms:

Our office previously attempted to contact you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter. A certified return receipt letter to you dated July 28, 2014 was sent to your attention but a receipt was not returned. The address listed for you corresponds with the records on file with the Town of Cheshire Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter, along with a copy of the letter and notice sent on July 28, 2014 is being sent via first class mail in hopes that this method may be successful in reaching you.

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Very truly yours,



Daniel Laub

Enclosures

C&F: 2515108.1

July 28, 2014

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RETURN RECEIPT REQUESTED

Montgomery T. Helms
1322 Cheshire Street
Cheshire, CT 06410

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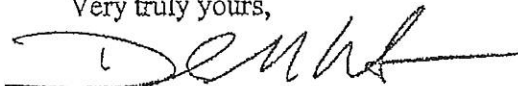
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Christopher B. Fisher, Esq.
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445 Hamilton Ave, 14th Floor
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(914) 761-1300
Attorneys for the Applicants

CUDDY & FEDER^{LLP}

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Tel 914.761.1300 Fax 914.761.5372
www.cuddyfeder.com

August 13, 2014

VIA FIRST CLASS MAIL

Kathleen S. Richard
15 Worden Circle
Cheshire, CT 06410

Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
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Daniel Laub

Enclosures

C&F: 2515086.1

July 28, 2014

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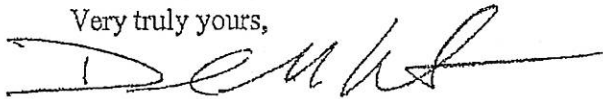
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Very truly yours,



Daniel M. Laub

Enclosure

NOTICE

Notice is hereby given, pursuant to Section 16-501(b) of the Connecticut General Statutes and Section 16-501-1(e) of the Regulations of Connecticut State Agencies of an Application to be filed with the Connecticut Siting Council ("Siting Council") on or after July 31, 2014 by Homeland Towers, LLC ("Homeland") and New Cingular Wireless PCS LLC ("AT&T") (together the "Applicants") for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Cheshire, Connecticut.

The proposed tower facility consists of a new self-supporting tower and a 62' by 75' tower compound in the central portion of Town-owned property located at 1325 Cheshire Street in Cheshire and generally known as the Town Waste Water Treatment Plant site.

The Applicants propose a 170' AGL self-supporting monopole tower with Town emergency antennas extending to an overall height of 180' AGL. AT&T would install up to twelve (12) panel antennas and equipment at a centerline height of approximately 155' AGL on the tower. An associated 12' x 16' equipment shelter would be installed at the tower base together with a back-up power generator in the compound. The compound and tower will include space for other carriers as well as emergency communications equipment and be enclosed by an eight (8) foot tall chain link fence. Vehicle access to the facility would be along an existing driveway a distance of approximately 1,360' and then along a proposed extension of the driveway approximately 140' to the tower compound. Utility connections would be run underground from an on-site utility pole.

The location, height and other features of the proposed Facility are subject to review and potential change under provisions of the Connecticut General Statutes Sections 16-50g et. seq.

A facility is proposed to allow AT&T and municipal emergency communication service in Cheshire and this area of the State. The Application explains the need, purpose and benefits of the proposed Facility and also describes the environmental effects of the Facility.

A balloon, representative of the proposed height of the tower, will be flown at the site on the first day of the Siting Council public hearing on the Application, which will take place in Town, or such other date specified by the Siting Council and a time to be determined by the Siting Council, but anticipated to be between the hours of 12pm and 5pm.

Interested parties and residents of the Town of Cheshire, Connecticut are invited to review the Application during normal business hours after August 4, 2014 when the Application is expected to be on file at the following offices:

Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Michael A. Milone, Town Manager
Carolyn Soltis, Town Clerk
Town of Cheshire
84 South Main Street
Cheshire, CT 06410

or the office of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

Daniel M. Laub, Esq.
Christopher B. Fisher, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, New York 10601
(914) 761-1300
Attorneys for the Applicants

CUDDY & FEDER^{LLP}

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Tel 914.761.1300 Fax 914.761.5372
www.cuddyfeder.com

August 13, 2014

VIA FIRST CLASS MAIL

Joseph R. Anthony
286 Nob Hill Road
Cheshire, CT 06410

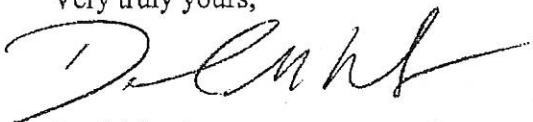
Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

Dear Mr. Anthony:

Our office previously attempted to contact you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter. A certified return receipt letter to you dated July 28, 2014 was sent to your attention but a receipt was not returned. The address listed for you corresponds with the records on file with the Town of Cheshire Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter, along with a copy of the letter and notice sent on July 28, 2014 is being sent via first class mail in hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact the Connecticut Siting Council or the undersigned.

Very truly yours,



Daniel Laub

Enclosures

C&F: 2514734.1

July 28, 2014

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Joseph R. Anthony
286 Nob Hill Road
Cheshire, CT 06410

Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

Dear Mr. Anthony:

We are writing to you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter and our clients' intent to file an application with the State of Connecticut Siting Council for approval of a proposed wireless communications tower facility (the "Facility") within the Town of Cheshire.

State law requires that record owners of property abutting a parcel on which a facility is proposed be sent notice of an applicant's intent to file an application with the Siting Council. The Facility candidate is located on Town-owned property at 1325 Cheshire Street in Cheshire and generally known as the Town Waste Water Treatment Plan site. Additional details are provided in the notice included with this letter.

The location, height and other features of the Facility are subject to review and potential change by the Connecticut Siting Council under the provisions of Connecticut General Statutes §16-50g et seq.

If you have any questions concerning this application, please contact the Connecticut Siting Council or the undersigned after August 4, 2014, the date which the application is expected to be on file.

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Daniel M. Laub

Enclosure

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The Applicants propose a 170' AGL self-supporting monopole tower with Town emergency antennas extending to an overall height of 180' AGL. AT&T would install up to twelve (12) panel antennas and equipment at a centerline height of approximately 155' AGL on the tower. An associated 12' x 16' equipment shelter would be installed at the tower base together with a back-up power generator in the compound. The compound and tower will include space for other carriers as well as emergency communications equipment and be enclosed by an eight (8) foot tall chain link fence. Vehicle access to the facility would be along an existing driveway a distance of approximately 1,360' and then along a proposed extension of the driveway approximately 140' to the tower compound. Utility connections would be run underground from an on-site utility pole.

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August 13, 2014

VIA FIRST CLASS MAIL

Jennifer Arcesi & David Cetrone
226 Nob Hill Road
Cheshire, CT 06410


Re: Homeland Towers, LLC and New Cingular Wireless PCS, LLC ("AT&T")
Proposed Telecommunications Tower Facility
1325 Cheshire Street, Cheshire, Connecticut

Dear Jennifer Arcesi & David Cetrone:

Our office previously attempted to contact you on behalf of our clients Homeland Towers, LLC and New Cingular Wireless PCS, LLC (AT&T) with respect to the above referenced matter. A certified return receipt letter to you dated July 28, 2014 was sent to your attention but a receipt was not returned. The address listed for you corresponds with the records on file with the Town of Cheshire Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter, along with a copy of the letter and notice sent on July 28, 2014 is being sent via first class mail in hopes that this method may be successful in reaching you.

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Very truly yours,



Daniel Laub

Enclosures

C&F: 2515097.1

July 28, 2014

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Jennifer Arcesi & David Cetrone
226 Nob Hill Road
Cheshire, CT 06410

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1325 Cheshire Street, Cheshire, Connecticut

Dear Jennifer Arcesi & David Cetrone:

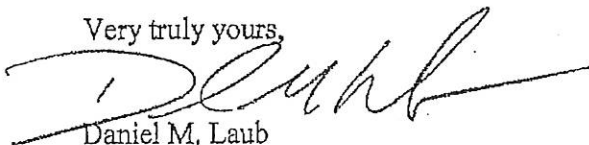
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445 Hamilton Ave, 14th Floor
White Plains, New York 10601
(914) 761-1300
Attorneys for the Applicants

ATTACHMENT 2

SITE NAME: Cheshire
LESSOR: Town of Cheshire
LEASE NO.: CT005

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 26th day of March, 2013 (the "Effective Date") by and among Town of Cheshire ("LESSOR") and **HOMELAND TOWERS LLC**, a limited liability company ("LESSEE").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at 1325 Cheshire Street, Cheshire CT 06410, a legal description of which is set forth in Exhibit "A" hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing of portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of One Hundred and 00/100 Dollars (\$100.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of eighteen (18) months, commencing upon the date of mutual execution of this Agreement and ending eighteen (18) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the period in which it may exercise the Option for one (1) twelve (12) month period (an "Extension Period") by giving written notice to LESSOR prior to the end of the Initial Option Period, which notice shall be accompanied by an additional payment of the Option Fee. LESSEE represents and warrants that it shall diligently pursue leases with Customers, time being of the essence.

(b) During the Option Period LESSEE may exercise the Option by so notifying LESSOR in writing. As used herein, "Option Period" means the Initial Option Period or the Extension Period, if applicable.

2. Premises. Upon LESSEE duly exercising the Option as provided for herein and subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and

maintenance of the Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted in **Exhibit "B"** hereto (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at the Property, is comprised of approximately five thousand six hundred twenty five (5,625) square feet of ground space.

3. Permitted Use. (a) Upon LESSEE duly exercising the Option as provided for herein and subject to the terms and conditions of this Agreement, the Leased Premises may be used by LESSEE for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) During the Option Period, LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; and (iii) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s). LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3. Notwithstanding the foregoing, no actions taken by LESSOR in its capacity as a governmental authority shall be considered a default under or otherwise breach of this Agreement and nothing contained in this Agreement shall limit LESSOR's obligation to act in the best interest of its constituents. LESSEE represents and warrants that it shall diligently pursue and obtain all necessary Government Approvals, time being of the essence. Provided that LESSEE exercises the Option, the provisions of this Section 3(b) shall apply after the Option Period and throughout the remaining Term of this Agreement upon either (i) the termination of any Government Approval or (ii) the imposition of any additional Government Approval requirement.

(c) During the Option Period, LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) During the Option Period, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if (i) LESSEE is unable to obtain any Government

Approvals, after LESSEE's diligent pursuit of the same or (ii) LESSEE deems the results of any Investigations referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

(e) LESSOR shall have the right to maintain communications equipment at the Leased Premises, including on LESSEE's tower, to be used by LESSOR for its public safety and other municipal uses (collectively, "LESSOR's Equipment"). LESSOR's Equipment includes, but shall not be limited to, a ten (10) feet by ten (10) feet equipment building which LESSEE shall provide to LESSOR and install at LESSEE's sole cost and expense. LESSEE shall determine the location of LESSOR's Equipment at the Leased Premises, including the location on LESSEE'S tower, and hereby agrees to have LESSOR's Equipment installed, by LESSEE's agent, representative or contractor, only at the time of the construction of the tower and at no charge to LESSOR. If at any time LESSEE desires to relocate LESSOR's Equipment, LESSEE may do so, at LESSEE's expense, provided that (i) LESSEE obtain the prior written consent of LESSOR, which consent shall not be unreasonably withheld, and (ii) the use of LESSOR's Equipment as described in this Section 3.e is not affected. As may be requested by either party, LESSEE and LESSOR hereby agree to negotiate, in good faith, a Communications Use Agreement pertaining to LESSOR's use of the Leased Premises.

4. Term. (a) The initial term of the lease as provided for in this Agreement (the "Initial Lease Term") shall be five (5) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date") and terminating on the last day of the month in which the date of the fifth anniversary of the Commencement Date occurs. LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for four (4) five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal of the lease shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew at least thirty (30) days prior to the expiration of the then current Term. As used herein, "Term" means the Initial Lease Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period of six (6) months, commencing on the date which is six (6) months prior to the last day of the final Renewal Term and ending on the last day of the final Renewal Term, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect. —

5. Rent. (a) Commencing on the Commencement Date, and continuing on the first day of each month thereafter, LESSEE shall pay LESSOR as monthly rent (i) Two Thousand and No/100 Dollars (\$2,000.00) (the "Base Rent") and (ii) Percentage Rent (as hereinafter defined and Percentage Rent together with Base Rent and any other fees due to LESSOR hereunder are collectively referred to herein as "Rent"). Notwithstanding the foregoing, no portion of gross rents from the first Customer of LESSEE who LESSEE hereby agrees to identify for LESSOR promptly upon an agreement with such Customer pertaining to the use of the Leased Premises, shall be Rent due to LESSOR hereunder. Rent for any partial month shall be prorated. Rent shall be sent to LESSOR at LESSOR's notice address pursuant to Section 17 hereof, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17.

(b) Percentage Rent shall be defined as an amount equal to twenty percent (20%) of the Gross Income (as defined below) derived from those Customers using the Leased Premises, including the Telecommunications Facilities. As used herein, "Gross Income" means the income actually received by LESSEE from LESSEE's second and subsequent Customers ("Applicable Users") during the applicable month or portion thereof in connection with their occupancy of the Leased Premises, including the Telecommunications Facilities. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Applicable Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Applicable Users; (ii) operating expense, common area cost, and Tenant Application Fees, as hereinafter defined, and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Applicable Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Agreement pursuant to Section 19 hereof. The parties agree that Gross Income shall exclude any income actually received by LESSEE from LESSEE's first Customer. On the first anniversary of the Commencement Date, or if the Commencement Date is not on the first day of a month, on the first anniversary of the first day of the month following the Commencement Date, and on each such anniversary thereafter, LESSEE shall provide LESSOR a statement of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Chief Financial Officer (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5(b). As used herein, the term Tenant Application Fees shall be those fees that LESSEE collects from prospective Customers to pay for the costs to investigate whether such prospective Customer's use of the Leased Premises is desirable and/or feasible.

(c) On the first anniversary of the Commencement Date, or if the Commencement Date is not on the first day of a month, on the first anniversary of the first day of the month following the Commencement Date, and on each such anniversary thereafter, the monthly Base Rent due hereunder shall be increased by an amount equal to three percent (3%) over the Base Rent in effect immediately prior thereto.

(d) If LESSEE shall fail to pay any Rent within ten (10) days of the due date, all unpaid amounts shall be subject to a late charge of five percent (5%), to cover the extra expenses involved in handling such delinquent payments, which shall be due and payable with the next following rental payment, if any, and if none, then upon accrual.

6. Interference. LESSEE hereby acknowledges that the Property is known as the Quinnipiac Recreation Area/Wastewater Treatment Plant Area and hereby agrees that LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property, including of the Leased Premises as permitted under Section 3(e) above, by LESSOR or its lessees, agents, employees representatives or licensees or cause interference with the transmission of any technical frequency emitted by any lessee or licensee with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such

interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Maintenance of Leased Premises and Construction of Improvements. (a) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit "C"** hereto (the "Site Plan"). To preserve LESSOR's purpose in owning the Property, LESSEE hereby agrees that the screening of the Leased Premises and any painting therein or thereon, including of the Telecommunications Facilities, will be coordinated with LESSOR, at LESSEE's sole cost and expense. From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate at the Leased Premises any or all of the Telecommunications Facilities subject to applicable law. Notwithstanding the foregoing, or anything in this Agreement to the contrary, (i) LESSOR may comment on, including oppose, any alterations to the Leased Premises during any applicable approval process for such changes with the Siting Council or any other governmental or regulatory entity and such comments by LESSOR shall not be a default under the terms of this Agreement, and (ii) any alteration that significantly changes the configuration of the Telecommunications Facilities such that the Site Plan no longer accurately portrays the approximate location of the Telecommunications Facilities requires prior written approval of the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) Notwithstanding anything in this Agreement to the contrary, the height of the tower shall be limited to one hundred seventy (170) feet and may only be expanded with LESSOR's prior written consent.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Leased Premises and the Telecommunications Facilities thereon and shall, upon the expiration or sooner termination of this Agreement, remove the Telecommunications Facilities from the Leased Premises and restore (i) the Leased Premises to its condition as of the Effective Date and (ii) the Property from any damage caused by the removal of the Telecommunications Facilities and otherwise by LESSEE's permitted uses herein normal wear and tear and casualty excepted. LESSEE shall remove the tower foundation down to grade. On the Commencement Date, LESSEE agrees to post a removal bond for the removal costs (the "Removal Bond"), in an amount determined by an independent third party mutually agreed upon by LESSOR and LESSEE. At any time, and from time to time, during the Term of this Agreement (but no more than once every five (5) years) LESSOR may, at LESSOR's sole cost and expense, have the removal costs re-evaluated by an independent third party and if such party determines that the removal costs at such time (the "Re-evaluated Removal Costs") are higher than the amount of the Removal Bond at that time, LESSEE shall, within sixty (60) days of receiving notice from LESSOR requesting an increase in the Removal Bond, either (i) increase the Removal Bond to the amount of the Re-evaluated Removal Costs or (ii) provide notification to LESSOR objecting to the increase and including documentation supporting that the removal costs are equivalent to or less than the then current Removal Bond amount, in which case the parties shall, in good faith, work together to agree upon an independent third party to re-

evaluate the removal costs and such independent third party's re-evaluation shall determine the change, if any, in the amount of the Removal Bond, which change shall be made by LESSEE at LESSEE's sole cost and expense. Notwithstanding the foregoing, if LESSEE is making any changes to the Site Plan that require the consent of LESSOR pursuant to this Section 7, the parties shall, in good faith, work together to agree upon an independent third party to re-evaluate the removal costs, at LESSEE's sole cost and expense, and such independent third party's re-evaluation shall determine the change, if any, in the amount of the Removal Bond, which change shall be made by LESSEE at LESSEE's sole cost and expense.

(d) LESSEE hereby agrees to provide LESSOR with (i) at least one (1) week prior notification of any application, notice or other communication that LESSEE will file with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon and (ii) prompt notice of any application, notice or other communication for which LESSEE is aware of, or for which LESSEE can reasonably anticipate based upon a Customer request, prior to a Customer filing with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon. LESSEE further agrees to use good faith efforts to include in its agreements with Customers one (1) week prior notification to LESSEE and LESSOR of any application, notice or other communication that such Customer will file with the Siting Council or any other governmental or regulatory entity regarding changes to the Leased Premises, including the Telecommunications Facilities thereon.

8. Access. As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress to and egress from the Leased Premises and as reasonably necessary for the construction, installation, operation, maintenance, replacement, and repair of the Telecommunications Facilities (LESSEE's "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway; (ii) include parking rights; and (iii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them. LESSEE hereby agrees that its Access Rights shall not in any way interfere with the use of the Property by LESSOR, its lessees, agents, employees representatives or licensees.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify the existing utilities at the Leased Premises (including, without limitation, telephone service and electricity). LESSEE shall make best efforts to have all utilities installed underground with the understanding that the final design is determined by the local utility company. The location of any such utility easement and facilities shall be subject to LESSOR's prior written approval, which approval shall not be unreasonably withheld or delayed. LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and

maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, except for the payment of Rent, which breach or default is not cured within forty-five (45) days of the breaching party's receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such forty-five (45) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; (ii) by LESSOR if LESSEE fails to pay Rent within twenty (20) days after notice from LESSOR that Rent has not been paid; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, as reasonably determined by LESSEE, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation or maintenance of the Telecommunications Facilities is not reasonably obtainable or maintainable; and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE. If LESSEE has not removed the Telecommunications Facilities by the date which is sixty (60) days prior to the expiration or sooner termination of this Agreement, LESSOR may provide written notice to LESSEE, at any time prior to the expiration or sooner termination of this Agreement, that it intends to purchase the Telecommunications Facilities or any portion thereof. If LESSOR provides LESSEE with such notice (i) LESSEE shall have the option of, prior to the expiration or sooner termination of this Agreement and upon prior notice to LESSOR, either (1) remove the Telecommunications Facilities in their entirety or (2) remove just the Telecommunications Facilities requested by the LESSOR to be removed and (ii) LESSOR may, at its option upon the expiration or sooner termination of this Agreement, purchase the Telecommunications Facilities remaining upon the Leased Premises from LESSEE for a cost not to exceed One and No/100 Dollar (\$1.00). Notwithstanding the foregoing, if LESSOR does not provide LESSEE with the written notice of its intention to Purchase the Telecommunications Facilities as described in this Section 10(a), LESSEE shall proceed with the removal and restoration as provided for in Section 7(c) of this Agreement.

(b) Except as expressly limited by this Agreement, a party's termination of this Agreement as the result of a breach of this Agreement by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

(c) In the event that LESSEE defaults in its obligation to pay Rent and such default is not cured in accordance within the stated cure periods within Section 10(a) above, LESSEE hereby assigns to LESSOR the rents due from any Customers as further security for the payment of Rent pursuant to this Agreement. In such event, LESSEE grants to LESSOR the right to contact and demand from any and all Customers, during that period of time that LESSEE is in default of the Agreement, all amounts

due to LESSEE under the agreements with its Customers pertaining to the Leased Premises. LESSOR shall apply any amounts collected to the Rent payable by LESSEE under the Agreement (the "Lease Cure Amount") and shall hold all amounts over and above the Lease Cure Amount (the "Excess Funds") in trust. Upon LESSEE's cure of any such monetary default under this Agreement, LESSOR shall cooperate with LESSEE in notifying any Customers to resume making payments to LESSEE and shall promptly return any Excess Funds to LESSEE.

(d) The LESSEE shall pay and indemnify the LESSOR against all legal costs and charges, including reasonable attorney's fees, incurred in obtaining possession of the Leased Premises should LESSEE default in surrendering possession of the Leased Premises upon the expiration or earlier termination of this Agreement, or incurred in enforcing any covenant contained herein, including collection of unpaid Rent, or in any action for damages caused by the LESSEE's breach of this Agreement.

11. Condemnation. If all or any part of the Leased Premises, or if all of the Property or any part thereto providing access to the Leased Premises is taken by eminent domain or other action by any governmental authority(ies) of appropriate jurisdiction, except for LESSOR, (each such taking an "Act of Condemnation"), and if such an Act(s) of Condemnation renders the Leased Premises unusable for the Permitted Use set forth in Section 3 hereof, then either party shall have the right to immediately terminate this Agreement upon written notice to the other, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If neither party elects to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's Customers, agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Leased Premises or the Property. LESSOR shall indemnify and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Leased Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated

under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that it will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain general liability insurance with customary exceptions and exclusions and, at minimum, with the following coverage: (i) bodily injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) property damage of up to \$1,000,000.00 for any one (1) occurrence and up to \$2,000,000.00 in the aggregate. LESSEE shall further maintain, at its sole cost and expense, the following policies with the following limits: (iii) Workers' Compensation Insurance as required by law; (iv) Employer's Liability insurance with limits of One Million Dollars (\$1,000,000.00); (v) Automobile Liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per accident; (vi) Excess coverage with a limit of Five Million Dollars (\$5,000,000.00) and (viii) All risk property casualty insurance covering, at minimum, the replacement costs for the Telecommunications Facilities and any other of LESSEE's property at the Leased Premises (collectively, and together with all policies required to be obtained and maintained by LESSEE under this Agreement, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request. LESSOR may require additional insurance coverage from time to time that is reasonable under industry standards.

(b) LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies of LESSOR or LESSEE pertaining to the Leased Premises to include (i) the indemnification provision in Section 12 above and (ii) a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. In the event that any such waiver of subrogation is obtained by both LESSOR and LESSEE then, and for so long as such waiver of subrogation is available to both parties, LESSEE hereby releases and holds harmless LESSOR, its shareholders, directors, officers, and employees, and LESSOR hereby releases and holds harmless LESSEE, its shareholders, directors, officers, and employees, from and against any claims arising from risks insured against under any such insurance policy carried by such party that is in force at the time of any such injury or damage, but only to the extent of the amount of the insurance coverage. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency,

bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon. Notwithstanding the foregoing, LESSEE shall be responsible, to the extent applicable, for any increase in real estate taxes and any and all personal property taxes, assessments, and similar charges attributable to the LESSEE's and the LESSEE Parties' use of the Property and for the Telecommunications Facilities and any other property owned by the LESSEE and/or LESSEE Parties' located at the Leased Premises. If LESSOR receives notice of any personal property or real property tax assessment against LESSOR, which may affect LESSEE and is directly attributable to LESSEE's installation, LESSOR shall provide timely notice of the assessment to LESSEE sufficient to allow LESSEE to consent or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of LESSOR and/or LESSEE.

16. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE or of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSEE covenants and warrants to LESSOR that: (i) LESSEE has full right, power, and authority to execute this Agreement and (ii) LESSEE's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any other agreement to which LESSEE is a party or by which LESSEE is otherwise bound.

(d) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to lease the Leased Premises for use as Telecommunications Facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR will not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE to: Homeland Towers LLC
 ATTN: property Management
 46 Mill Plain Road
 Second Floor

Danbury, CT 06811

If to LESSOR to: Town of Cheshire
Attn: Town Manager
84 South Main Street
Cheshire, CT 06410
Telephone: (203) 271 – 6600

With a cc to: Murtha Cullina LLP
Whitney Grove Square
Two Whitney Avenue
New Haven, Connecticut 06510
Attn: Alfred E. Smith, Jr.

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR and LESSEE each agrees, upon not less than ten (10) days prior written notice from the other, to execute, acknowledge and deliver to the requesting party a written estoppel certificate (the "Estoppel Certificate"), to be prepared by the requesting party, certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that the requesting party is not in default under any of the terms, conditions, or covenants of the Agreement beyond any applicable cure period or, if applicable, truthfully specifying any default by the requesting party hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current Rent payable under the Agreement; and (v) if accurate, that a true and correct copy of the Agreement and all amendments thereto are attached to the Estoppel Certificate.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE's property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit each Customer to remain in occupancy thereof so long as the Customer is not in default of any

obligation under its sublease/license with LESSEE beyond any applicable notice and cure period. Notwithstanding the foregoing, such recognition and permission to each Customer given by LESSOR shall only be granted to the extent that (1) any such sublease or license with a Customer is not inconsistent with the terms of this Agreement and (2) only if such a Customer attorns to LESSOR as its lessor or landlord under any such sublease or as its licensor under any such license.

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's lender of its rights of foreclosure with respect to such lien and/or security interest. Upon any such exercise by LESSEE's lender of its rights of foreclosure, and provided that LESSEE's lender attorns to LESSOR and assumes all obligations of the LESSEE under this Agreement, LESSOR agrees to recognize LESSEE's lender as LESSEE hereunder. LESSOR further agrees (A) to subordinate any lien or security interest which it may have or which arises by law or pursuant to this Agreement to any lien and security interest of LESSEE's lender in the Telecommunications Facilities that secure, in part, all indebtedness at any time owed by LESSEE to its lender (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's lender, LESSEE's lender shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have in the Collateral, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, Texas 75039, or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof. LESSOR further agrees that lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay Rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating LESSEE's lender to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement. Notwithstanding anything in this Section 18 to the contrary, despite any actions taken by LESSEE's lender, nothing in this Section 18 shall be construed to release the LESSEE of its obligations under this Agreement.

19. Assignment and Subletting. LESSEE shall not assign this Agreement, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, LESSEE shall have the right to assign this Agreement, whether in whole or in part, without LESSOR's prior written consent to: (i) any person or entity that directly or

indirectly controls, is controlled by, or is under common control with LESSEE, (ii) to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger or other reorganization, and (iii) InSite Towers, LLC, a Delaware limited liability company (such person or entity, a "Permitted Assignee"). LESSEE shall have the right to license or sublet the Leased Premises, in part, without LESSOR's consent, for the Permitted Use set forth in Section 3. Upon the request of LESSOR and the execution of a confidentiality agreement by the parties, LESSEE hereby agrees to promptly furnish a copy of any and all such license or sublease agreements to LESSOR. For purposes of this Section 19, "control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

20. Right of First Refusal. (a) If during the term of this Agreement, LESSOR receives a bona fide offer ("LESSOR Bona Fide Offer") from an unaffiliated third party to lease or purchase the Property (in whole or in part), LESSOR's interest under this Agreement and/or LESSOR's rights to receive the Rent under this Agreement ("LESSOR's Subject Property"), whether in fee or by grant of an easement and/or to enter into a lease or option after the term of this Agreement that LESSOR is willing to accept, LESSEE shall have the right of first refusal ("LESSEE Right of First Refusal") to so lease or purchase the same. LESSOR shall provide LESSEE with a written copy of the LESSOR Bona Fide Offer and LESSEE shall have not more than thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its LESSEE Right of First Refusal with respect thereto. If LESSEE exercises its right to purchase the LESSOR's Subject Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the LESSOR Bona Fide Offer. If LESSEE fails to exercise its LESSEE Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if LESSEE fails to so exercise its LESSEE Right of First Refusal, then such LESSEE Right of First Refusal shall lapse with respect to the LESSOR Bona Fide Offer (but not with respect to any subsequent LESSOR Bona Fide Offers if LESSOR fails to sell or lease to the third party in strict accordance with the terms of the LESSOR Bona Fide Offer within one hundred eighty days (180) of the date of LESSEE's waiver of such LESSEE Right of First Refusal). The parties agree and acknowledge that the LESSEE Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of LESSOR (which assets include the Property).

(b) If during the term of this Agreement, LESSEE receives a bona fide offer ("LESSEE Bona Fide Offer") from a an unaffiliated third party to purchase its rights under this Agreement and/or the Telecommunication Facilities that LESSEE is willing to accept (the "Tower Interest"), LESSOR shall have the right of first refusal ("LESSOR's Right of First Refusal") to so acquire the Tower Interest that is the subject of the LESSEE Bona Fide Offer. LESSEE shall provide LESSOR with a written copy of the LESSEE Bona Fide Offer, and LESSOR shall have thirty (30) days following its receipt thereof to notify LESSEE in writing as to whether it wishes to exercise the LESSOR's Right of First Refusal with respect to the Tower Interest that is the subject thereof. If LESSOR exercises its right to purchase the subject Tower Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the LESSEE Bona Fide Offer. If LESSOR fails to exercise LESSOR's Right of First Refusal, such LESSOR's Right of First Refusal shall lapse with respect to the LESSEE Bona Fide Offer, but not with respect to any subsequent LESSEE Bona Fide Offer(s), if LESSEE fails to convey the Tower Interest that is the subject thereof to the third party in strict accordance with the terms of the LESSEE Bona Fide Offer within one hundred eighty (180) days of the date of LESSOR's waiver of such LESSOR's Right of First Refusal. Notwithstanding the foregoing, the LESSOR's Right of First Refusal shall not apply to an assignment of this Agreement to: (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with LESSEE, (ii) to any person or

entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger, or other reorganization, and (iii) InSite Towers, a Delaware limited liability company.

21. Miscellaneous. (a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as Exhibit "D" (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the Town and state in which the Leased Premises are located.

(c) Any sale or conveyance of all or any portion of the Leased Premises shall be subject to this Agreement and LESSEE's rights hereunder.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Property is located, without regard to the choice of law rules thereof.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(g) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

(h) LESSEE agrees to pay LESSOR a one-time due diligence fee with a cap of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00). Payment will be made to LESSOR within forty-five (45) days of LESSOR signing this Option and Ground Lease Agreement. LESSEE further agrees to pay LESSOR Five Hundred and 00/100 Dollars (\$500.00) within ninety (90) days of the start of each Renewal Term.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

TOWN OF CHESHIRE
("LESSOR")

By: Michael A. Milone
Name: Michael A. Milone
Title: Town Manager

Tax ID: 06-6001971

Homeland Towers LLC
("LESSEE")

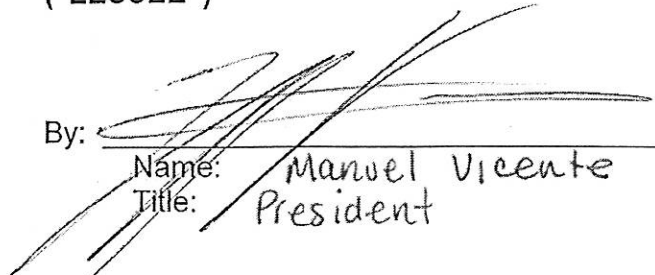
By: 
Name: Manuel Vicente
Title: President

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Cheshire, County of New Haven, and State of Connecticut, containing 59 acres, more or less, as shown on a map of Carl G. Mattson, Civil Engineer and Land Surveyor, showing Property of John Danaher to be sold to the Town of Cheshire, Cheshire St. Cheshire, Conn. Scale 1" = 100', Dec. 29, 1965, filed in the Cheshire Town Clerk's Office as Map No. 1490, and bounded and described as follows:

Commencing at an iron pin, in the westerly line of Cheshire Street, said point being the northeast corner of property now or formerly of R. A. Huxley; thence continuing N 19° 31' W, 285.7 feet in the westerly line of Cheshire Street; thence running S 70° 29' W, 200 feet along land being retained by Wilbert E. and Catherine A. Brozie; thence running N 19° 31' W, 200 feet along land being retained by Wilbert E. and Catherine A. Brozie; thence running N 70° 29' E, 200 feet along land being retained by Wilbert E. and Catherine A. Brozie; thence running N 19° 31' W, 50 feet along the westerly line of Cheshire Street; thence running S 70° 29' W, 200 feet along land being retained by Wilbert E. and Catherine A. Brozie; thence running N 19° 31' W, 322.88 feet along land being retained by Wilbert E. and Catherine A. Brozie; thence running N 77° 57' W, 952.15 feet to an iron pin on the bank of the Quinnipiac River along land now or formerly of Brodeur; thence continuing N 77° 57' W, 30 feet, more or less, to the center of the Quinnipiac River; thence running southerly, southwesterly and easterly in the center of the Quinnipiac River, 3700 feet, more or less; thence running N 25° 35' E, 30 feet, more or less, to an iron pin on the bank of the Quinnipiac River; thence continuing N 25° 35' E, 210.00 feet to an iron pin, along property of Eugene T. and Bernice A. Worden; thence running N 53° 58' E, 694.4 feet along land now or formerly of Eugene T. and Bernice A. Worden; thence N 55° 37' E, 25.2 feet to an iron pin, along land now or formerly of R. A. Huxley; thence N 66° 21' E, 85.13 feet, to an iron pin along land now or formerly of R. A. Huxley to the point or place of beginning.

Bounded:

EASTERLY: by Cheshire Street, 285.7 feet;

NORTHERLY: by land now or formerly of John Danaher, more lately of Wilbert E. and Catherine A. Brozie, 200 feet;

AGAIN

EASTERLY: by land now or formerly of John Danaher, more lately of Wilbert E. and Catherine A. Brozie, 200 feet;

SOUTHERLY: by land now or formerly of John Danaher, more lately of Wilbert E. and Catherine A. Brozie, 200 feet;

AGAIN

EASTERLY: by Cheshire Street, 50 feet;

AGAIN

NORTHERLY: by land now or formerly of John Danaher, more lately of Wilbert E. and Catherine A. Brozie, 200 feet;

AGAIN
EASTERLY: by land now or formerly of John Danaher, more lately of Wilbert E. and Catherine A. Broize, 322.88 feet;

AGAIN
NORTHERLY: by land now or formerly of Brodeur, 982 feet, more or less;

WESTERLY,
NORTHERLY,
AND SOUTHERLY: by Quinnipiac River, 3700 feet, more or less;

SOUTHEASTERLY: by land now or formerly of Eugene T. and Bernice A. Worden, and land now or formerly of R. A. Huxley, partly by each, 1045 feet, more or less.

TOGETHER WITH a Drainage Easement recorded May 1, 1987 in Volume 646 at Page 284 of the Cheshire Land Records.

SUBJECT TO the following:

- 1) Water use charges as may be due and payable to South Central Connecticut Regional Water Authority. Call (203) 624-6671 for information.
- 2) Special Permit granted by the Town of Cheshire Planning & Zoning Commission recorded August 29, 1983 in Volume 452 at Page 235 of the Cheshire Land Records.
- 3) Special Permit granted by the Town of Cheshire Planning & Zoning Commission recorded October 10, 1986 in Volume 605 at Page 289 of the Cheshire Land Records.
- 4) Special Permit granted by the Town of Cheshire Planning & Zoning Commission recorded August 11, 1993 in Volume 995 at Page 84 of the Cheshire Land Records.
- 5) Special Permit granted by the Town of Cheshire Inland Wetlands and Watercourses Commission recorded June 9, 2004 in Volume 1867 at Page 306 of the Cheshire Land Records.
- 6) Special Permit granted by the Town of Cheshire Planning & Zoning Commission recorded July 6, 2004 in Volume 1875 at Page 290 of the Cheshire Land Records.
- 7) Rights of others in and to the Quinnipiac River.
- 8) Notes, facts and conditions as shown on Map No. 1490 on file in the Cheshire Town Clerk's Office

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION OF LEASED PREMISES

The Leased Premises includes ground space.

The Leased Premises includes rooftop space.



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-283-250

LE-1

SCALE: AS NOTED

DRAWN BY: KRS

DATE: 12/12/12

CHECKED BY: SMC

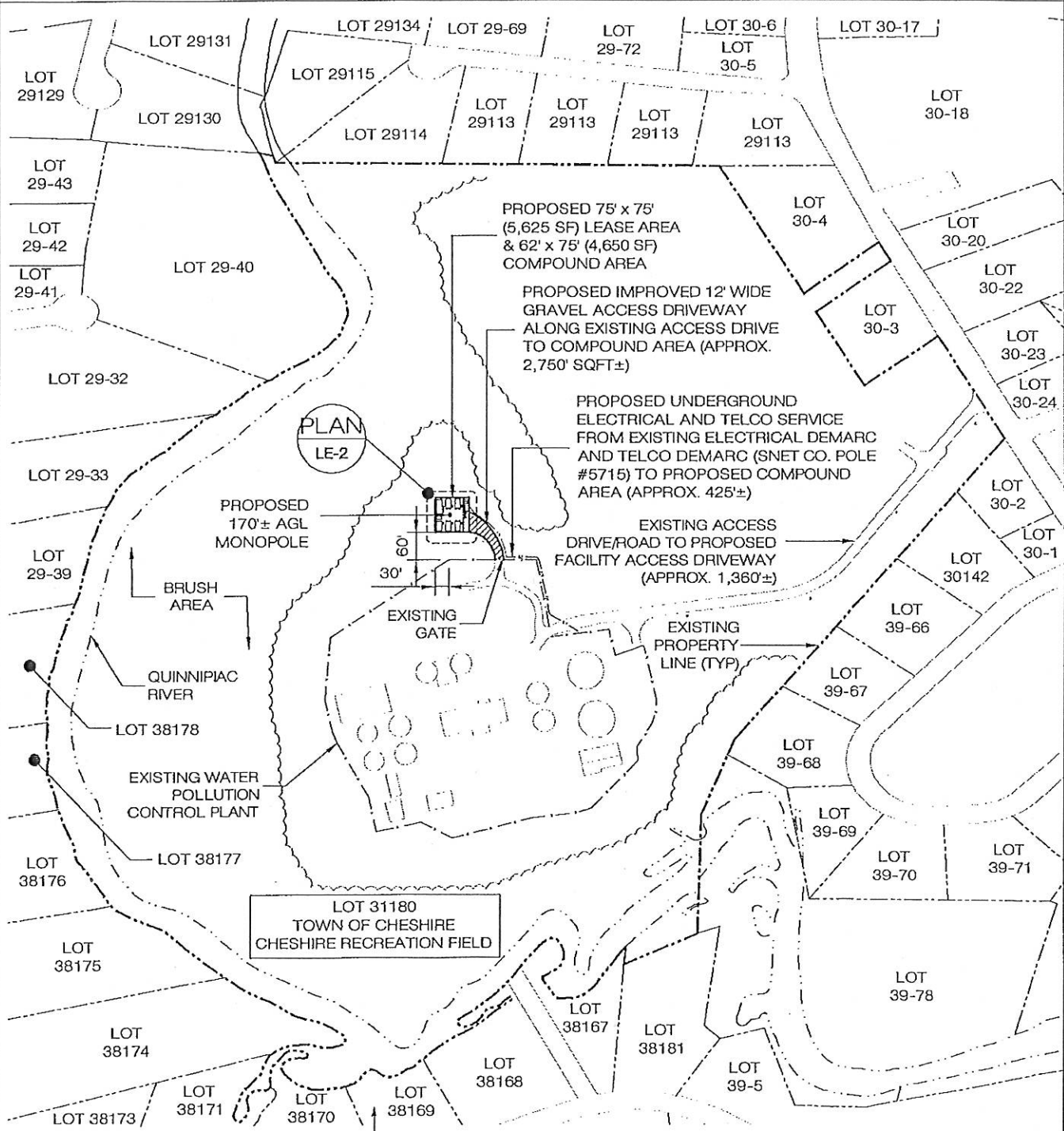


HOMELAND TOWERS

46 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS:
CT005 - CHESHIRE

CT005 - CHESHIRE
1325 CHESHIRE ST,
CHESHIRE, CT 06410



PLAN
LE-2



SITE PLAN

SCALE: 1" = 300'-0"

REV1: 12-14-12. GENERAL COMMENTS: SMC
REV2: 12-14-12. GENERAL COMMENTS: SMC

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN



ALL-POINTS
TECHNOLOGY CORPORATION

3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419
WWW.ALLPOINTSSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: CT-283-250

LE-2

SCALE: AS NOTED

DRAWN BY: KRS

DATE: 12/12/12

CHECKED BY: SMC

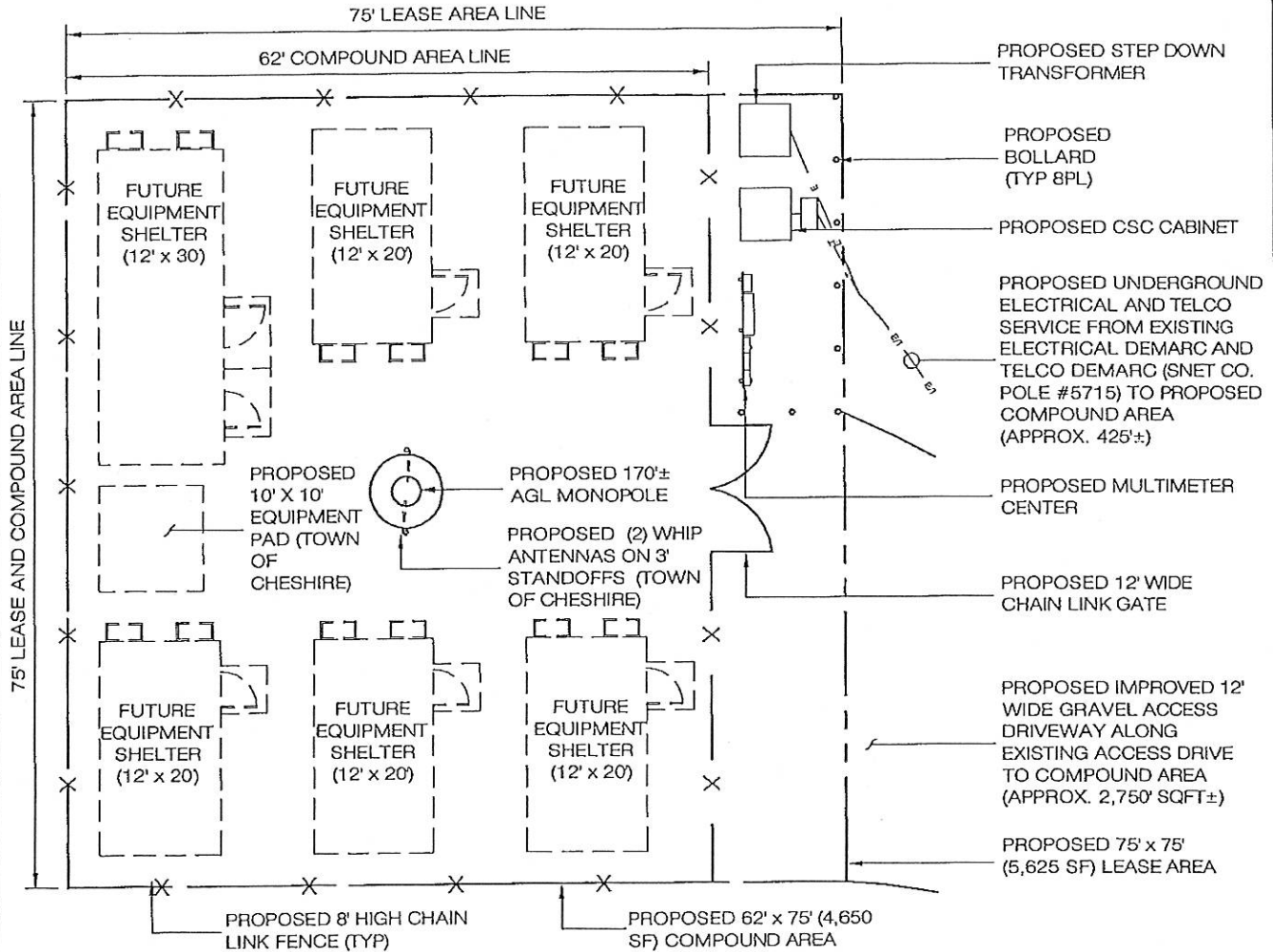


HOMELAND TOWERS

46 MILL PLAIN ROAD
DANBURY, CT 06811

HOMELAND TOWERS:
CT005 - CHESHIRE

CT005 - CHESHIRE
1325 CHESHIRE ST,
CHESHIRE, CT 06410



REV1: 12-14-12: GENERAL COMMENTS: SMC
REV2: 12-14-12: GENERAL COMMENTS: SMC



COMPOUND PLAN

SCALE: 1/16" = 1'-0"

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

