

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF ECO-SITE AND T-MOBILE
NORTHEAST, LLC FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND
PUBLIC NEED FOR THE CONSTRUCTION,
MAINTENANCE, AND OPERATION OF A
TELECOMMUNICATIONS FACILITY LOCATED
AT 63 WOODLAND STREET, GLASTONBURY,
CONNECTICUT

DOCKET NO. 478

December 11, 2017

RESPONSES TO SITING COUNCIL INTERROGATORIES

Eco-Site and T-Mobile (together the “Applicants”), submit the following information in response to the Siting Council interrogatories issued on November 20, 2017.

General

1. Were return receipts received for each abutting landowner identified in the Application Att. 8? If not, list the abutters that did not receive notice and describe any additional effort to serve notice.

*Answer: All but six (6) notices were confirmed received. Follow up letters with copies of the original notice were sent by first class mail to those property owners for whom receipt was not confirmed. Please find follow up letters included as **Attachment 1**.*

2. Referring to Application page 4, please submit the Affidavit of Publication from the *Hartford Courant* regarding the filing of the Application to the Council.

*Answer: Please find affidavit of publication included as **Attachment 2**.*

3. Pursuant to CGS §16-500, please submit a copy of the lease for the proposed site.

*Answer: Please find copy of redacted lease included as **Attachment 3**. Unredacted information will be filed separately with a motion for protective order.*

Project Site

4. Provide the distance and direction and the name of the nearest commercial child day care center from the proposed site.

Answer: The nearest commercial child day care center is named “Our Children’s Place” located at 30 Quarry Road, Glastonbury, CT, 06033. “Our Children’s Place” is located approximately 1.96 miles to the northeast of the proposed tower location.

5. Referring to Application Att. 2, revise Figures 1 & 2 to show the proposed site.

*Answer: Please see **Attachment 4** for revised figures with site location.*

6. Referring to Application Att. 3, p. 1, is the “Alternate Road Configuration Map” included in the Attachment? Is so, please indicate the sheet ID number. If not, please submit the revised road alignment.

Answer: The site plan drawings, Revision 2, Dated 8/23/17, contain the redesigned access drive at the request of the underlying property owner. No new revised drive alignment is needed.

7. Referring to Application Att. 3 sheets EC2, EC3, EC4, if this is the final road alignment, please provide the estimated the amount of cut and fill to achieve proposed grades. What is the proposed grade in this access drive segment?

Answer: The amount of cut for this new section of the drive is estimated to be approximately 4500 cubic yards. The average slope for this section of the drive is approximately 10%-11%.

8. Referring to Application Att. 3, what does Figure 5 represent?

*Answer: Figure 5 is a compilation map available through the Glastonbury GIS. Data layers include contours, aerial photograph, soil types (including wetlands), and land cover (i.e. vegetation). The print feature was not working at the time the original application was being assembled but it is working now and a map with the same data layers is provided as **Attachment 5**.*

9. Please clarify the following information as different values were given for each:

- a) Parcel Size:

Answer: In accordance with the Town of Glastonbury GIS, the parcel acreage is 177.10 acres.

- b) Parcel Address:

Answer: In accordance with the Town of Glastonbury GIS, the parcel address is 80 Woodland Street.

- c) Amount of ground disturbance to develop the site:

Answer: As depicted on site plan drawings, Revision 2, Dated 8/23/17, sheet T1, the estimated area of disturbance is 50,000 square feet.

- d) Acreage of clearing/estimated tree count:

Answer: As depicted on site plan drawings, Revision 2, Dated 8/23/17, sheet EC2 the estimated number of trees to be removed is 138.

- e) Length of leased access drive to compound:

Answer: As depicted on site plan drawings, Revision 2, Dated 8/23/17, sheet Z2 the total length of the existing farm drive is approximately 3,750’.

- f) Length of new access drive to compound:

Answer: As depicted on site plan drawings, Revision 2, Dated 8/23/17, sheet Z2 the total length of the existing farm drive is approximately 650’.

10. Referring to Application Att. 2, please clarify the sites examined and reasons for rejection. Application p. 11 mentions the Elks Club and Northern Correctional Institute

but these properties are not shown or described in Att. 2. Does the Elks Club property have a ground elevations that is the same or higher than the proposed site?

*Answer: During the municipal consultation, it became known that the Elk's Club in Glastonbury has an existing option/lease agreement with a different tower company for a potential site. The site is approximately one mile from the proposed tower location which itself is already outside the original search area. The Town of Glastonbury GIS identifies a rear portion of the Elk's Club property with no existing development as ranging from approximately 320 feet AMSL to 420 feet AMSL. While not available for leasing by Eco-Site, T-Mobile did evaluate the potential service to be provided from the upper elevations of the property and determined that a site at that location would require a higher height than at the proposed location and coverage would be still be inferior to the proposed site which is closer to the original target area. In addition, the club location is proximate to a small residential neighborhood. Please see Town of Glastonbury GIS maps of the property and its relationship to the proposed tower site included in **Attachment 6**. The reference to Northern Correctional facility was in error.*

11. Referring to Application Att. 3, the site plans state the tower will be designed per Connecticut Building Code/EIA-TIA-222-G. Does this structural code also apply to the tower mount/tower interface and the antenna/tower mount interface? If not, please provide the relevant structural design code for these interface areas.

Answer: Yes. TIA-222-G, the Structural Standard for Antenna Supporting Structures and Antennas, is applicable for the tower, tower mounts, and the mounts' connections to the tower.

12. What is the approximate diameter of the monopole at the base and top?

Answer: The diameter of the base of the tower would be approximately 6' in diameter with the top of the tower approximately 2' in diameter. Final specifications may be less with final tower product ordering.

13. Identify the safety standards and/or codes by which equipment, machinery, or technology that would be used or operated at the proposed facility.

Answer: OSHA and ET docket 93-62 and 47 CFR parts 1,2,15,42 and 97 as well as OET Bulletin 65, Edition 97-01.

Agricultural/Environmental

14. Is the site parcel part of the Public Act 490 Program? If so, how does the town land use code classify the parcel? For example, is the parcel classified as "Tillable D – good to fair"? Would use of a portion of the parcel for telecommunications use affect its status under the PA 490 program?

Answer: Discussion with the tax assessor indicated that different portion of the property are classified differently as follows:

- i. 1 acre is Commercial*
- ii. 3.26 aces is House Lots*
- iii. 5 acres is 490 – Tillable A*

- iv. 10 acres is 490 – Tillable C
- v. 12 acres is 490 – Orchard
- vi. 145.84 acres is 490 – Woods

The facility compound is understood to be in the area designated “Woods” and an adjustment to the categorization of the parcel under the 490 program to include the telecommunications facility compound would follow if the site is approved and constructed.

15. Referring to Application p. 14, please provide the USDA agricultural soils map.

*Answer: Please find USDA map included as **Attachment 7**.*

16. Is the proposed facility within a Department of Energy and Environmental Protection-designated Aquifer Protection Area?

*Answer: The site is not located in a designated aquifer protection area. Please see map in **Attachment 8**.*

17. Referring to Application Att. 4, p. 1 states USFWS National Wetland Inventory and FEMA maps are included. Please identify where the maps are included in the Application. If the maps were not provided, please submit.

*Answer: Please see maps included as **Attachment 9**.*

18. Referring to Application Att. 5, -Visibility Analysis, p. 6 states 45-55 residences would potentially have visibility of the facility. For these residences, please differentiate between year-round and seasonal (leaf-off) visibility. Are any of these residences within 0.5 mile of the proposed tower?

Answer: The estimation of potentially affected residences is based on viewshed analysis, review of digital ortho-imagery and field observation of residential areas from the public right-of-way. This count includes homes where visibility is likely based on a lack of obvious vegetative screening. Therefore, all counted residences are assumed to have some degree of direct line-of-sight visibility above intervening vegetation (year-round visibility). It is important to note that this estimation does not consider the degree of visibility from each home (i.e., how much of the tower would be visible above intervening vegetation), the distance of the tower, or the character of a resulting view (e.g., visible above or below background hills). Such conditions affect how a resulting view is perceived and its degree of impact.

Identifying seasonal visibility requires a property specific assessment to identify the presence of non-forest vegetation (e.g., individual deciduous trees, narrow hedgerows, or residential landscaping) that could provide filtered visibility during leaf-off season. Without a direct line-of-sight analysis accurately predicting where a view through intervening deciduous vegetation might occur is difficult. However, it is fair to say that views from some of the residences counted as having possible visibility may in fact be partially or fully screened during leaf-on season with filtered views through deciduous trees during leaf-off season. Additionally, some residences not originally counted as having visibility may have some degree of seasonal visibility (ranging from moderate to highly filtered) that is discernible to a concentrating observer.

Approximately seven (7) residential structures within 1/2 mile would potentially have visibility of the proposed tower.

19. Referring to Application p. 14, has a response been received from the State Historic Preservation Office regarding the proposed project? If so, please provide.

*Answer: Yes, SHPO concurs there is no impact to historic resources. Please see **Attachment 10**.*

T-Mobile's Wireless System

20. Referring to Application Att. 1, what frequency is depicted on the coverage models?

Answer: The submitted coverage plots were run at 2100 MHz

21. Referring to Application Att. 1, first map (DeLorme), does this map depict the proposed site and existing adjacent T-Mobile sites?

Answer: Correct.

22. Which frequencies would T-Mobile initially install at the proposed site? What is the determining factor for the deployment of additional frequencies within the proposed service area?

Answer: T-Mobile would deploy 1900 MHz, 2100 MHz and 700 MHz at this facility. The majority of data and voice traffic would be carried on the 1900 MHz and 2100 MHz channels due to T-Mobile only having 5 MHz of spectrum in the 700 MHz band. The determining factor leading to the deployment of additional frequencies in this area would be the purchasing of additional spectrum if it becomes available and the capacity demands that warrant the further deployment.

23. What is T-Mobile's service design threshold for each frequency?

Answer: For all available frequencies T-Mobile's minimum RSRP design level thresholds are -114 dBm for In Vehicle Coverage, -97 dBm for In Building Residential Coverage and -91 dBm for In Building Commercial Coverage.

24. How do the different frequencies interact? Are all frequencies used to transmit voice and data services? Are all frequencies LTE capable? Please explain.

Answer: All frequencies deployed are capable of handling LTE services. Typically, 1900 MHz and 2100 MHz will carry the majority of the data and voice traffic utilizing either LTE, UMTS or a combination of the two based upon the larger available bandwidth in each of these two bands. 700 MHz would also be deployed as LTE, however, since T-Mobile only owns 5 MHz worth of spectrum in the 700 MHz band it is limited as a capacity solution.

25. What is the approximate size of the coverage footprint (in square miles) for each frequency that would be initially installed at the proposed site?

Answer: The approximate size of the coverage footprint at the minimum design threshold for In Building Residential Coverage (-97 dBm) is 1.79 sq. miles

26. Would the installation of flush-mounted antennas meet the required coverage need? If so, describe any required changes in the configuration of antennas and/or tower height to meet coverage needs.

Answer: The installation of flush mounted antennas would meet the coverage need on an individual frequency band and technology basis. The limitation with flush mounted antennas is that there is typically only one antenna mounted per rad center. This means that additional antennas, beyond the first antenna mounted at the desired minimum height, would need to be mounted above first antenna. This design process will yield a slimmer profile to the tower overall however will require a taller structure and may limit collocation potential.

27. Can the proposed facility support Text-to-911 service? Is additional equipment required for this purpose?

Answer: Yes, the proposed facility itself would support text-to-911 service. No additional equipment is required to support at this facility.

28. Is T-Mobile aware of any Public Safety Answering Points in the area of the proposed site that are able to accept Text-to-911?

Answer: No.

29. What is the worst-case power density value for T-Mobile's installation? (0.69% and 1.2% were given)

Answer: The worst-case power density value for the proposed T-Mobile installation is 1.2% of the FCC's allowable limit for general population exposure to radio frequency emissions.

Emergency Power

30. What is the estimated run time for the emergency power generator before it would need to be refueled, assuming it is running at full load under normal conditions?

Answer: Please note that T-Mobile now intends to install an Auxiliary Power Unit (APU) at this site to provide seamless back up power in the event of a power outage. The Auxiliary Power Unit (APU) is a propane fueled DC generator and generally quieter in operation than diesel technology. Physically the APU "box" itself is a small form factor (27" x 42") and can fit on a small concrete pad.

Operationally, the APU uses the cell site backup batteries to start, even if those batteries are only 5% charged. Please note however that the APU is programmed to detect if a telecommunications service is available and will not start if such link is not available.

The LP tank is a vertical 120-gallon tank 54" in height and 30" in diameter. The APU will provide approximately 80 hours of runtime at average 5Kw load. The tank will be refueled to insure the site stays on air. In the case of a serious disaster and prolonged power outages, T-Mobile's Disaster Recovery Team is engaged days before the event (when possible) to prepare for outages. Diesel generators can also be deployed to the site to provide reliable, long term backup power for the duration of extended power

outages if necessary with refueling efforts continuing until commercial power is restored.

*Please see specification sheet included as **Attachment 11**.*

31. Could the proposed generator be shared by other carriers that may locate at the proposed facility? What effect would a shared generator have on the run time of the generator if at full load?

Answer: The APU is not intended to be a shared source of backup power.

32. Would the backup generator run periodically for maintenance purposes? If so, at what frequency and duration? Could this be scheduled for daytime hours?

Answer: The unit only exercises once every six months for twenty minutes and that can be scheduled.

CERTIFICATE OF SERVICE

I hereby certify that on this day, an original and fifteen (15) copies of the foregoing was sent electronically and by overnight mail to the Connecticut Siting Council with copy to:

Richard J. Johnson
Town Manager
Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033-6523
richard.johnson@glastonbury-ct.gov

Dated: December 11, 2017

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

Daniel M. Laub

ATTACHMENT 1



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL
PALMIERI CATHERINE T CO-TR+
GREENWOOD LILLIAN P CO-TR
10 BELDEN ST
E HARTFORD, CT 06108-4027

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Ms. Palmieri:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

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

Daniel M. Laub

Enclosures



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL
ROARING BROOK PARK INC
PO BOX 308
S GLASTONBURY, CT 06073-0308

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Madam or Sir:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D Laub', with a long horizontal line extending to the right.

Daniel M. Laub

Enclosures



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL
WOOD FRANK A+CONNIE M
258 WOODLAND ST
S GLASTONBURY, CT 06073-2717

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Mr. and Mrs. Wood:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Laub', is written over the closing 'Very truly yours,'.

Daniel M. Laub

Enclosures



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL

BERNIER JAMES R+NICHOLE
194 WOODLAND ST
S GLASTONBURY, CT 06073-2716

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Mr. and Mrs. Bernier:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

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

Daniel M. Laub

Enclosures



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL
COELHO HENRIQUE M
58 WOODLAND ST
S GLASTONBURY, CT 06073-2715

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Mr. Coelho:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

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

Daniel M. Laub

Enclosures



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

September 22, 2017

VIA FIRST CLASS MAIL
MORRISSETTE JOSEPH HENRY
31 PUTNAM ST
HARTFORD, CT 06106-2337

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
63 Woodland Street, Glastonbury, Connecticut

Dear Mr. Morrissette:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on August 30, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Glastonbury 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 notice sent on August 30, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

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

Daniel M. Laub

Enclosures

ATTACHMENT 2

Hartford Courant

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AFFIDAVIT OF PUBLICATION

State of Connecticut

September 06, 2017

County of Hartford

I, Janet Tarasuk, do solemnly swear that I am a Sales Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notices was inserted in the regular edition.

On Dates as Follows:

09/05/2017 216.29; 09/05/2017 10.00; 09/06/2017 216.29

In the Amount of:

\$442.58
Cuddy & Feder LLP - CU00265914
5164671
Full Run

Janet Tarasuk Sales Assistant,
Janet Tarasuk

Subscribed and sworn before me on September 06, 2017

Renee N. Janes Notary Public

RENEE N. JANES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2018



Hartford Courant

●●●● media group

Notice

Notice is hereby given, pursuant to Section 16-50(b) of the Connecticut General Statutes and Section 16-50i-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 September 6, 2017 by Eco-Site, Inc. ("Eco-Site") together with T-Mobile for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Glastonbury, Connecticut.

The proposed facility is located on a parcel of land owned by Paul J. Cavanna located at 63 Woodland Street in the Town of Glastonbury and identified on the Town of Glastonbury Assessor's Map G11, Block 7800, Lot W0002 (the "Property"). The proposed facility is located in the southwestern portion of the Property and is proposed at a height of 150' above grade level ("AGL"). The Property is an approximately 177 acre parcel. The Facility is proposed to allow commercial wireless services in southern Glastonbury. The tower, antennas and ground equipment will be located within a 2,500 s.f. fenced equipment compound area. Vehicle and utility access to the facility would be from Woodland Street over an approximately 4,100' access drive to the tower compound.

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.

The Application explains the need, purpose and benefits of the facility and also describes the environmental impacts of the proposed facility. The facility will be available for co-location by other wireless carriers.

A balloon, representative of the proposed height of the facility, will be flown at the proposed site on the first day of the Siting Council public hearing on the Application, which will take place in the Town of Glastonbury, 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 Glastonbury, Connecticut are invited to review the Application during normal business hours after September 6, 2017, when the application is anticipated to be filed, at the following offices:

Connecticut Siting
Council
10 Franklin Square
New Britain, CT 06051

Joyce P. Mascena
Town Clerk
2155 Main Street
PO Box 8523
Glastonbury, CT 06033

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

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

ATTACHMENT 3

LANDLORD:
Paul Cayanna
80 Woodland Street
South Glastonbury, CT 06073

TENANT:
Eco-Site, LLC
240 Leigh Farm Road
Suite 415
Durham, NC 27707
Site # & Name: CT-0007, Hopewell

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this ____ day of _____, 2017 by and between, Paul Cayanna, an individual resident of the State of Connecticut (the "Landlord"), whose address is 80 Woodland Street, South Glastonbury, CT 06073, and Eco-Site, LLC, a Delaware Limited Liability Company (the "Tenant"), whose address is 240 Leigh Farm Road, Suite 415, Durham, NC 27707.

WHEREAS, the Landlord owns certain real property located the County of Hartford, in the State of Connecticut that is more particularly described or depicted in attached Exhibit I (the "Property"); and

WHEREAS, the Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property for telecommunications and related purposes, as more particularly provided in this Lease (the "Tower Compound"), and (ii) an non-exclusive access easement along with a utility easement (the "Access and Utility Easement") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement area are more particularly described on Exhibit 2 and depicted on the survey attached as Exhibit 3, and collectively the Tower Compound and the Access and Utility Easement area are referred to herein as the "Premises").

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

1. RIGHT TO LEASE.

(a) Landlord grants to Tenant (i) the right to lease the Tower Compound measuring approximately Ten Thousand (10,000 SF) square feet, and (ii) during the term of the Lease, unless sooner terminated as herein provided, the Access and Utility Easement for utility service to the Tower Compound and for unrestricted vehicular and pedestrian access from Woodland Street (a public right of way) to the Tower Compound.

(b) From and after the date of this Lease as set forth above, for the time period set forth below (the "Testing Period"):

Tenant and its agents, employees, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and surrounding areas of the Property, as is necessary (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion; to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Tower Compound and the Access and Utility Easement, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) The initial term of the Testing Period will be one (1) year (the "Initial Testing Period") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord.

(d) During the Initial Testing Period and any extension thereof, Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Tower Compound, together with the appurtenant Access and Utility Easement, to Tenant subject to the terms and

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conditions of this Lease. If Tenant does not commence the Lease during the Initial Testing Period or any extension thereof, this Lease will terminate and the parties will have no further liability to each other.

2. TERM.

(a) This Lease shall commence on the date Tenant begins construction at the site, which shall be confirmed in writing from Tenant to Landlord. In the event the date Tenant commences construction falls between the 1st and the 15th of the month, the Lease shall commence on the 1st day of that month, and if such date falls between the 16th and the 31st of the month, then the Lease will commence on the 1st day of the following month ("Commencement Date"). Unless extended or sooner terminated as herein provided, the term of the leasehold granted herein shall be for a period of one hundred twenty (120) months following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for three (3) successive additional periods of 60 months each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. **RENT.** Tenant shall pay to Landlord, beginning on the Commencement Date, a monthly rental payment of [REDACTED] ("Rent"). Monthly Rent payment shall be due and payable, on or before the fifth (5th) day of each calendar month in advance, provided that the first payment of Rent will be due and payable on or before ten (10) days following the Commencement Date. Payments will be made via electronic funds transfer directly to Landlord's bank account unless Landlord otherwise directs. Rent will be prorated for any partial month. In year two (2) of the Initial Term, and each year thereafter, including throughout any Renewal exercised, [REDACTED] over the Rent paid during the previous year on a cumulative basis.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facility (as hereinafter defined). Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against the Premises which the Glastonbury Tax Assessor attributes to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant.

5. USE.

(a) The Tower Compound is being leased for the purpose of erecting, installing, operating and maintaining radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, and related equipment, including but not limited to the installation of a backup generator powered by natural gas which shall be sufficient to service the equipment at the site in the event of a power outage (the "Communications Facility"). The Communications Facility includes all equipment inside the tower compound. Tenant may make any improvement, alteration or modification to the Tower Compound as are deemed appropriate by Tenant and as otherwise permitted by this Lease Agreement. Tenant shall have the right to clear the Tower Compound of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall also have the right to clear the Access and Utility Easement area of any trees, vegetation, or undergrowth, with the Landlord's consent, which consent shall not be unreasonably conditioned, withheld, delayed or denied. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord grants to Tenant a non-exclusive temporary easement in, over, across and through that portion of the Property shown and designated as the "Temporary Construction Easement" area on Exhibit 2 and on Tenant's survey attached hereto as Exhibit 3. Such non-exclusive temporary easement shall terminate upon completion of the construction of the Communication Facility. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted right to use the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Tower Compound, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological

changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord. The Tenant shall comply with all environmental, health, and safety laws with respect to its activities within the Premises.

(c) All lands within the Temporary Construction Easement must be returned to its original condition upon completion of construction. All materials, debris, equipment, etc. must be removed from the property upon completion of construction. The Tenant will be responsible for restoring the lands within the Temporary Construction Easement as well as removing all materials, equipment, debris, etc. from the property.

6. ACCESS AND UTILITIES.

(a) During the Term of the Lease, unless sooner terminated as herein provided, Landlord for itself, its successors and assigns, hereby grants to Tenant, for its use, and the use of its customers, employees, agents, invitees, and contractors the Access and Utility Easement, which shall be a nonexclusive easement in, over, under, across and through the Access and Utility Easement area described on Exhibit 2 and depicted on Exhibit 3 for ingress and egress for the benefit of and access to the Tower Compound, as well as for the construction, installation, operation and maintenance of underground electric, data, telephone, and fiber optic facilities (including wires, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, under, across and through the Access and Utility Easement area for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein. Notwithstanding anything to the contrary in this Lease, the Access and Utility Easement shall terminate immediately and irrevocably upon the expiration or earlier termination of this Lease.

(b) Landlord shall have the right to relocate the existing Access and Utility Easement area at Landlord's sole expense. Landlord shall notify Tenant and deliver to Tenant a copy of the survey and legal description depicting the new proposed Access and Utility Easement area. In addition, if requested by Tenant, Landlord shall conduct a Phase I environmental survey, at Landlord's expense and approved by Tenant, of the proposed relocation area. Tenant shall have the right to approve the proposed relocation area, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant however shall have the right to deny approval of any proposed relocation area where a Phase I environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation. Landlord shall also obtain the necessary jurisdiction and government approvals for the requested Access and Utility Easement area relocation. In the event Landlord elects to relocate such Access and Utility Easement area, such alternate location shall provide access to the Premises of the same or similar availability as exists on the date hereof. Landlord agrees that such Access and Utility Easement area relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site 24 hours a day 7 days a week.

7. **EQUIPMENT, FIXTURES AND SIGNS.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Lease for any reason, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant shall remove the Communications Facility and all underground utilities serving the Tower Compound. The footings, foundations, and concrete of the Tower Compound will be removed to a depth of two feet below grade. All disturbed areas will be backfilled, loamed and seeded. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation.

8. **ASSIGNMENT.** Tenant will have the right to assign, sell or transfer its interest under this Lease, in whole or part, without Landlord's consent, but with proper notice to Landlord, to: (i) Tenant's affiliate or (ii) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located, provided that any assignee under this paragraph 8 (i) or (ii) shall have a net worth of at least Forty Million Dollars (\$40,000,000) and the financial capacity to assume and perform the

obligations of tenant hereunder. Except for the foregoing, any assignment by Tenant of its interest in this Lease shall require the written consent of Landlord, which consent will not be unreasonably withheld, delayed, conditioned or denied. If Tenant assigns, sells or transfers its interest under this Lease without Landlord's written consent, Tenant's written notice to Landlord shall state the specific basis why Landlord's written consent is not required and provide documentation for such basis reasonably satisfactory to the Landlord. Upon Landlord's receipt of (x) written notification that all of Tenant's rights, duties, and obligations under this Lease have been assigned, transferred or sold to a third-party entity as permitted herein, and (y) written acknowledgment executed by said third party entity in which it accepts and agrees to comply with all of Tenant's rights, duties, and obligations under this Lease, then Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

9. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those listed on Tenant's leasehold title insurance policy, a copy of which shall have been provided to Tenant, and that it alone has full right to let the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

(b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances.

(c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants, at no cost to Landlord, to prepare, execute, submit, file and present on behalf of Landlord, at no expense to Landlord, building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits, with respect to the uses permitted under this Lease; Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's reasonable cooperation, which Landlord hereby agrees to provide at no additional cost to Tenant.

(d) Landlord shall not do or permit anything that will invalidate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities, at no additional costs to the Landlord, and which permit the uses of the Tower Compound described in Section 5 of this Lease. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facility for those used permitted in Section 5 hereof.

(e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply.

(f) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to utility services serving the Premises.

(g) The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way.

(h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(i) Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Premises to subtenants pursuant to separately negotiated subleases entered into between Tenant and subtenant. Tenant may enter into any sublease without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorney fees) resulting from any act or omission of such subtenant.

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

11. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether or not such is deemed real or personal property under applicable laws.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

13. INSURANCE.

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than [REDACTED] each occurrence [REDACTED] general aggregate, and [REDACTED] each occurrence [REDACTED] general aggregate, respectively. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon thirty (30) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage prior to its entry onto the Property by delivering to Landlord a copy of certificates of insurance issued by the insurance companies underwriting such risks and evidencing the coverages described in this Section 13(a). Tenant shall, within ten (10) business days of a written request by Landlord, provide Landlord with full copies of any of its insurance policies that are requested by Landlord.

(b) Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on Landlord's Property.

(c) Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried by the parties and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or damage covered by any such policy.

14. INTERFERENCE. During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property or any land adjacent to the Property for any of the uses contemplated in paragraph 5 herein. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

15. RIGHT OF FIRST REFUSAL. Notwithstanding anything to the contrary contained herein, this Section shall not apply to any fee simple sale or lease of the Property from Landlord to any prospective purchaser, tenant or easement beneficiary that is not a Third-Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any

such person or entity, a "Third Party Competitor") or (ii) assign all or any portion of Landlord's interest in this Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with written notice of its election not later than ten (10) business days after Tenant receives written notice from Landlord of the Offer. If Tenant fails to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third-Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of this Lease.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Tower Compound. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon or within the Tower Compound.

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

18. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event, shall the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Tenant.

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

20. REMEDIES. Should the defaulting party fail to cure a default under this Lease, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease.

21. ATTORNEY'S FEES. If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party (e.g., winner of lawsuit) all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

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

23. SUBORDINATION AND TENANT'S LENDER.

(a) This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "Encumbrances" and each, an "Encumbrance") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("Tenant's Lender") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien and security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

(c) All notices to or from Tenant's Lender shall be provided in accordance with the terms of Section 24 of this Lease. To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within fifteen (15) days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional sixty (60) days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 23; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including those relating to assignment and options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 23, Tenant's Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant). For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 23, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

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(d) The provisions of Section 23 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 23 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

(e) Upon the execution and delivery of a new lease under Section 23, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases, as designated by the tenant named in such new lease. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 23, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

(f) If Landlord has been given notice of Tenant's Lender as provided in Section 23, this Lease shall not be modified or amended by the parties hereto in any material respect without the prior written consent of Tenant's Lender. If this Lease is terminated for any reason or surrendered by Tenant, Landlord will provide notice of such termination and/or surrender to Tenant's Lender.

(g) The provisions of this Section 23 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

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

If to Landlord:

Paul Cavanna
80 Woodland Street
South Glastonbury, CT 06073
Attn: Paul Cavanna
Phone: 860-977-5401

If to Tenant:

Eco-Site, LLC
240 Leigh Farm Road
Suite 415
Durham, NC 27707
Attn: Asset Management
Phone: 919-636-6810
Fax: 919-636-6910
Site No./Name: CT-0007 /
Hopewell

25. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this agreement.

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

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

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(g) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in Exhibit 4 attached hereto.

(i) This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease.

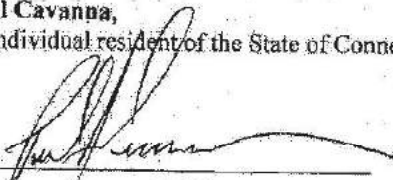
(j) Time is of the essence of each and every term of this Lease.

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

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

LANDLORD:

Paul Cavanna,
an individual resident of the State of Connecticut

By: 

Name: Paul Cavanna

Title: _____

Date: May 25, 2017

TENANT:

Eco-Site, LLC
a Delaware limited liability company

By: 

Name: Robert Gloschen

Title: Pres. & CEO

Date: 5/16/17

pse

EXHIBIT 1

The Property

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON AND APPURTENANCES THERETO, SITUATED IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, KNOWN AS NOS. 63-80 WOODLAND STREET, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BOUNDED NORTH AND NORTHWEST ON THE FACTORY POND, FORMERLY OWNED BY PLUNKETT AND WYLLYS AND WASSUC MILLS CO., EAST ON THE HIGHWAY, WOODLAND STREET AND LAND NOW OR FORMERLY OF HEIRS OF ANSEL CHAPMAN, IN PART BY EACH; SOUTH BY LAND NOW OR FORMERLY OF WILLIAM HENNESY AND WILLIAM E. BILLINGS, IN PART BY EACH; WEST BY LAND NOW OR FORMERLY OF STEPHEN SHIPMAN AND LAND OF FRANK D. GLAZIER AND LAND OF THE WASSUC MILLS CO., IN PART BY EACH, CONTAINING ONE HUNDRED SIXTY ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO PAUL J. CAVANNA AND CATHERINE CAVANNA FROM PAUL J. CAVANNA BY STATUTORY QUIT-CLAIM DEED (OUTSALE) DATED MAY 06, 1997 AND RECORDED MAY 20, 1997 IN DEED BOOK 1080, PAGE 196.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO BRUNO R. PALMIERI FROM PAUL J. CAVANNA, HANNAH COLLINS AND DENNIS P. COLLINS BY JUDGMENT QUIETING DATED MARCH 21, 1997 AND RECORDED APRIL 30, 1997 IN DEED BOOK 1076, PAGE 222.

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PAUL J. CAVANNA FROM ESTATE OF GEORGE A. CAVANNA, AKA GEORGE ANGELO CAVANNA, DECEASED BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED NOVEMBER 13, 1995 AND RECORDED NOVEMBER 20, 1995 IN DEED BOOK 973, PAGE 350. SUBJECT PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT OF WAYS OF RECORD, RECORDED OR UNRECORDED.

PSC

EXHIBIT 2
The Premises

The Premises is described as follows:

I. Tower Compound Legal Description:

100' X 100' LEASED PREMISES

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108, BOTH DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERICS OFFICE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A SET 5/8" REBAR SET IN THE WESTERLY BOUNDARY OF WOODLAND STREET (50' WIDE), THENCE FROM SAID POINT OF COMMENCEMENT, IN A STRAIGHT LINE N 27° 28' 26" W A DISTANCE OF 405.75' TO A POINT ON THE SAID WESTERLY BOUNDARY OF WOODLAND STREET (66' WIDE) SAID ALSO BEING S 11° 08' 56" E A DISTANCE OF 766.02' IN A STRAIGHT LINE FROM A SET PK NAIL IN THE CENTERLINE OF WOODLAND STREET (50' WIDE) AT THE INTERSECTION OF THE CENTERLINE OF BRAINARD POND (FORMERLY FACTORY POND), THENCE THROUGH THE SAID LANDS PAUL J. CAVANNA THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

A1)	S 73° 58' 37" W	76.59', THENCE
A2)	S 82° 16' 23" W	289.38', THENCE
A3)	S 46° 03' 35" W	91.16', THENCE
A4)	S 61° 48' 59" W	66.45', THENCE
A5)	S 71° 04' 29" W	54.81', THENCE
A6)	S 49° 25' 10" W	57.27', THENCE
A7)	S 42° 16' 033" W	255.34', THENCE
A8)	S 52° 08' 44" W	127.39', THENCE
A9)	S 59° 49' 14" W	40.18', THENCE
A10)	S 67° 36' 36" W	89.37', THENCE
A11)	S 50° 38' 56" W	32.23', THENCE
A12)	S 32° 55' 27" W	77.19', THENCE
A13)	S 37° 09' 18" W	238.75', THENCE
A14)	S 51° 39' 42" W	146.11', THENCE
A15)	S 58° 14' 38" W	72.89', THENCE
A16)	S 60° 45' 41" W	88.43', THENCE

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- | | | |
|------|-----------------|---|
| A17) | S 55° 27' 41" W | 113.69', THENCE |
| A18) | S 50° 10' 03" W | 63.98', THENCE |
| A19) | S 56° 34' 07" W | 71.54', THENCE |
| A20) | S 59° 29' 50" W | 167.22', THENCE |
| A21) | S 51° 57' 42" W | 130.56', THENCE |
| A22) | S 48° 37' 07" W | 129.20', THENCE |
| A23) | S 43° 46' 59" W | 85.03', THENCE |
| A24) | S 37° 03' 57" W | 73.30', THENCE |
| A25) | S 40° 36' 21" W | 108.44', THENCE |
| A26) | S 35° 13' 57" W | 184.10', THENCE |
| A27) | S 33° 47' 34" W | 96.85', THENCE |
| A28) | S 29° 54' 48" W | 180.15', THENCE |
| A29) | S 25° 33' 28" W | 105.83', THENCE |
| A30) | S 29° 59' 26" W | 61.61', THENCE |
| A31) | S 31° 37' 40" W | 56.39', THENCE |
| A32) | S 38° 56' 29" W | 55.63', THENCE |
| A33) | S 47° 45' 56" W | 86.37', THENCE |
| A34) | S 51° 23' 19" W | 66.75', THENCE |
| A35) | S 06° 17' 01" W | 30.81', THENCE |
| A36) | S 47° 03' 57" E | 165.02', THENCE |
| A37) | S 23° 37' 37" E | 238.49', THENCE |
| A38) | S 45° 56' 03" E | 129.40', THENCE |
| A39) | S 00° 00' 10" W | 78.56', THENCE |
| A40) | S 89° 59' 50" E | 20.00', TO THE POINT AND PLACE OF BEGINNING, BEING THE
SOUTHWESTERLY CORNER OF THE LEASE AREA; THENCE CONTINUING THROUGH THE SAID LANDS PAUL J.
CAVANNA THE FOLLOWING FIVE (5) COURSES: |

- | | | |
|------|-----------------|--|
| L1) | N 90° 00' 00" W | 40.00', THENCE |
| L2) | N 00° 00' 00" W | 100.00', THENCE |
| L3.) | S 90° 00' 00" E | 100.00', THENCE |
| L4.) | S 00° 06' 00" E | 100.00', THENCE |
| L5.) | N 90° 00' 00" W | 60.00', TO THE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF
0.230 ACRES MORE OR LESS |

II. Access and Utility Easement Legal Description:

20' WIDE ACCESS AND UTILITY EASEMENT

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108; BOTH DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERK'S OFFICE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A SET 5/8" REBAR SET IN THE WESTERLY BOUNDARY OF WOODLAND STREET (50' WIDE), THENCE FROM SAID POINT OF COMMENCEMENT, IN A STRAIGHT LINE N 27° 28' 26" W A DISTANCE OF 405.75' TO A POINT ON THE SAID WESTERLY BOUNDARY OF WOODLAND STREET (66' WIDE) AND THE POINT AND PLACE OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING S 11° 08' 56" E A DISTANCE OF 766.02' IN A STRAIGHT LINE FROM A SET PK NAIL IN THE CENTERLINE OF WOODLAND STREET (50' WIDE) AT THE INTERSECTION OF THE CENTERLINE OF BRAINARD POND (FORMERLY FACTORY POND); THENCE THROUGH THE SAID LANDS PAUL J. CAVANNA, THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

A1)	S 73° 58' 37" W	76.59', THENCE
A2)	S 82° 15' 23" W	289.38', THENCE
A3)	S 46° 03' 35" W	91.16', THENCE
A4)	S 61° 48' 59" W	66.45', THENCE
A5)	S 71° 04' 29" W	54.81', THENCE
A6)	S 49° 25' 10" W	57.27', THENCE
A7)	S 42° 16' 03" W	255.34', THENCE
A8)	S 52° 08' 44" W	127.39', THENCE
A9)	S 59° 49' 14" W	40.18', THENCE
A10)	S 67° 36' 36" W	89.37', THENCE
A11)	S 50° 38' 56" W	32.23', THENCE
A12)	S 32° 55' 27" W	77.19', THENCE
A13)	S 37° 09' 18" W	238.75', THENCE
A14)	S 51° 39' 42" W	146.11', THENCE
A15)	S 58° 14' 38" W	72.89', THENCE
A16)	S 60° 45' 41" W	88.43', THENCE
A17)	S 55° 27' 41" W	113.69', THENCE
A18)	S 50° 10' 03" W	63.98', THENCE
A19)	S 56° 34' 07" W	71.54', THENCE

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- A20) S 59° 29' 50" W 167.22', THENCE
- A21) S 51° 57' 42" W 130.56', THENCE
- A22) S 48° 37' 07" W 129.20', THENCE
- A23) S 43° 46' 59" W 85.03', THENCE
- A24) S 37° 03' 57" W 73.30', THENCE
- A25) S 40° 36' 21" W 108.44', THENCE
- A26) S 35° 13' 57" W 184.10', THENCE
- A27) S 33° 47' 34" W 96.85', THENCE
- A28) S 29° 54' 48" W 180.15', THENCE
- A29) S 25° 33' 28" W 105.83', THENCE
- A30) S 29° 59' 26" W 61.61', THENCE
- A31) S 31° 37' 40" W 56.39', THENCE
- A32) S 38° 56' 29" W 55.63', THENCE
- A33) S 47° 45' 56" W 86.37', THENCE
- A34) S 51° 23' 19" W 66.75', THENCE
- A35) S 06° 17' 01" W 30.81', THENCE
- A36) S 47° 03' 57" E 165.02', THENCE
- A37) S 23° 37' 37" E 238.49', THENCE
- A38) S 45° 56' 03" E 129.40', THENCE
- A39) S 00° 00' 10" W 78.56', THENCE
- A40) S 89° 59' 50" E 20.00', TO THE POINT AND PLACE OF BEGINNING, TO A POINT ON THE WESTERLY BOUNDARY OF THE HERBIN AFTER DESCRIBED 100' X 100' LEASED PREMISES, THENCE ALONG SAID WESTERLY BOUNDS OF SAID 100' X 100' LEASED PREMISES
- A41) N 00° 00' 10" E 60.00', TO THE NORTHWESTERLY CORNER OF SAID 100' X 100' LEASED PREMISES, THENCE CONTINUING THROUGH THE LANDS OF PAUL J. CAVANNA THE FOLLOWING THIRTY-NINE (39) COURSES
- A42) N 00° 00' 10" E', THENCE
- A43) N 45° 56' 03" W 133.86', THENCE
- A44) N 23° 37' 37" W 238.68', THENCE
- A45) N 47° 03' 57" W 159.20', THENCE
- A46) N 06° 17' 01" E 12.55', THENCE
- A47) N 51° 23' 19" E 59.10', THENCE
- A48) N 47° 45' 56" E 88.55', THENCE
- A49) N 38° 55' 29" E 58.46', THENCE
- A50) N 31° 37' 40" E 57.95', THENCE
- A51) N 29° 59' 26" E 62.67', THENCE
- A52) N 25° 33' 28" E 105.84', THENCE
- A53) N 29° 54' 48" E 158.72', THENCE

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- A54) N 33° 47' 34" E 95.92', THENCE
- A55) N 35° 13' 57" E 182.92', THENCE
- A56) N 40° 30' 21" E 108.12', THENCE
- A57) N 37° 03' 57" E 72.73', THENCE
- A58) N 43° 45' 59" E 63.01', THENCE
- A59) N 48° 37' 07" E 127.77', THENCE
- A60) N 51° 57' 42" E 128.66', THENCE
- A61) N 59° 29' 50" E 166.41', THENCE
- A62) N 56° 34' 07" E 73.17', THENCE
- A63) N 50° 10' 03" E 64.17', THENCE
- A64) N 55° 27' 41" E 111.84', THENCE
- A65) N 60° 45' 41" E 87.94', THENCE
- A66) N 58° 14' 38" E 74.48', THENCE
- A67) N 51° 39' 42" E 149.80', THENCE
- A68) N 37° 09' 18" E 242.03', THENCE
- A69) N 32° 55' 27" E 74.82', THENCE
- A70) N 50° 36' 56" E 26.13', THENCE
- A71) N 67° 36' 35" E 87.74', THENCE
- A72) N 59° 49' 14" E 42.88', THENCE
- A73) N 52° 08' 44" E 130.46', THENCE
- A75) N 42° 16' 03" E 255.82', THENCE
- A76) N 49° 25' 10" E 52.20', THENCE
- A77) N 71° 04' 29" E 52.61', THENCE
- A78) N 61° 48' 59" E 70.83', THENCE
- A79) N 46° 03' 35" E 87.39', THENCE
- A80) N 82° 15' 23" E 284.28', THENCE
- A81) N 73° 56' 37" E 78.59', TO A POINT OF THE WESTERLY BOUNDARY OF WOODLAND STREET
(ASSUMED 50' WIDE), THENCE ALONG SAID WESTERLY BOUNDARY
- A82) N 17° 36' 49" W 20.01', TO THE POINT AND PLACE OF BEGINNING, CONTAINING AREA OF 1.917
ACRES MORE OR LESS

III. Temporary Construction Easement Legal Description

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

A 5 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON, OVER AND ACROSS, ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108; ALSO ON, OVER AND ACROSS ALL THAT TRACT OR PARCEL OF LAND CONVEYED PAUL J. CAVANNA AND CATHERINE CAVANNA, HIS WIFE IN VOLUME 1080 AT PAGE 196; ALL DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERK'S OFFICE; SAID 5 FOOT TEMPORARY CONSTRUCTION EASEMENT BEING BOUNDED AS FOLLOWS:

A STRIP OF LAND 5 FEET WIDE BEING CONTIGUOUS TO:

- A) COURSES A1 TO A40 AND
- B) COURSES A42 TO A80 OF THE HEREIN DESCRIBED 20-FOOT-WIDE ACCESS AND UTILITY EASEMENT AND
- C) COURSES L1 TO L4 OF THE HEREIN DESCRIBED LEASED PREMISES AREA.

SAID TEMPORARY CONSTRUCTION EASEMENT RIGHTS SHALL BE EXTINGUISHED AT THE COMPLETION OF THE PROJECT CONSTRUCTION OR AT A TIME AGREED UPON BY THE GRANTOR AND GRANTEE DESIGNATED IN THE INSTRUMENT.

CONATAINING 4.035 ACRES MORE OR LESS.

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EXHIBIT 3

Survey (depicting Tower Compound and Access and Utility Easement(s))

PJC

Exhibit 4 – Memorandum of Lease

[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]

[FORM ONLY – DO NOT EXECUTE]

Return to:
Eco-Site, LLC
240 Leigh Farm Road
Suite 415
Durham, NC 27707

Site Name: CT-0007
Site Number: Hopewell

FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease ("**Lease**") between Paul Cavanna, an individual resident of the State of Connecticut ("**Landlord**"), whose address is 80 Woodland Street, South Glastonbury, CT 06073 and Eco-Site, LLC a Delaware Limited Liability Company, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 ("**Tenant**"), commencing on date Tenant begins construction at the site (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "**Premises**") as described on **Exhibit 1** attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on **Exhibit 2** attached hereto (the "**Property**").

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property for telecommunications and related purposes, as more particularly described in the Lease (the "**Tower Compound**") and (ii) an easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement are more particularly described on **Exhibit 1**, and are collectively referred to herein as the "**Premises**").

The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of ten (10) years with 3 renewal option(s) of an additional five (5) years each. The Lease further provides:

1. Landlord will attorn to any lender of Tenant and will subordinate any Landlord's lien upon the Premises or property located thereon, to the liens of Tenant's lender;
2. The Lease restricts Landlord's ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a Woodland Street (a public right of way) to the Tower Compound, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of underground electric, data, telephone, and fiber optic facilities (including wires, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, under, across and through the Access and Utility Easement area for the benefit of and access to the Tower Compound, subject to the terms and conditions of the Lease. The rights granted to Tenant in the Lease shall also include the right to partially assign its rights to the Access and Utility Easement to any public or private utility company or authority to facilitate the uses contemplated herein. The Access and Utility Easement shall terminate immediately and irrevocably upon the expiration or earlier termination of the Lease;
4. The Tower Compound may be used exclusively by Tenant for erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right of way;

P5C

5. Tenant is entitled, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Tower Compound, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease; and

6. The Lease provides that if Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with written notice of its election not later than ten (10) business days after Tenant receives written notice from Landlord of the Offer. If Tenant fails to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third-Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease. Notwithstanding anything to the contrary contained in the Lease, the right of first refusal shall not apply to any fee simple sale or lease of the Property from Landlord to any prospective purchaser, tenant or easement beneficiary that is not a Third-Party Competitor (as hereinabove defined).

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

LANDLORD:

Paul Cavanna,
an individual resident of the State of Connecticut

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2017.

(Signature of Notary)
Notary Public

My commission expires: _____

PJC

TENANT:

Eco-Site, LLC
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of Eco-Site, LLC, a Delaware Limited Liability Company, and that he (or she) as _____, being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the _____ day of _____, 2017.

(Signature of Notary)

Notary Public

My commission expires: _____

PJC

EXHIBIT 1 TO MEMORANDUM OF LEASE

Description of the Premises

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

I. Tower Compound Legal Description:

100' X 100' LEASED PREMISES

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108; BOTH DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERICS OFFICE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A SET 5/8" REBAR SET IN THE WESTERLY BOUNDARY OF WOODLAND STREET (50' WIDE), THENCE FROM SAID POINT OF COMMENCEMENT, IN A STRAIGHT LINE N 27°28'26" W A DISTANCE OF 405.75 TO A POINT ON THE SAID WESTERLY BOUNDARY OF WOODLAND STREET (66' WIDE) SAID ALSO BEING S 11°08'56" E A DISTANCE OF 766.02' IN A STRAIGHT LINE FROM A SET PK NAIL IN THE CENTERLINE OF WOODLAND STREET (50' WIDE) AT THE INTERSECTION OF THE CENTERLINE OF BRAINARD POND (FORMERLY FACTORY POND); THENCE THROUGH THE SAID LANDS PAUL J. CAVANNA THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

- | | | |
|------|------------------|-----------------|
| A1) | S 73° 58' 37" W | 76.59', THENCE |
| A2) | S 82° 16' 23" W | 289.38', THENCE |
| A3) | S 46° 03' 35" W | 91.16', THENCE |
| A4) | S 61° 48' 59" W | 66.45', THENCE |
| A5) | S 71° 04' 29" W | 54.81', THENCE |
| A6) | S 49° 25' 10" W | 57.27', THENCE |
| A7) | S 42° 16' 033" W | 255.34', THENCE |
| A8) | S 52° 08' 44" W | 127.39', THENCE |
| A9) | S 59° 49' 14" W | 40.18', THENCE |
| A10) | S 67° 36' 36" W | 89.37', THENCE |
| A11) | S 50° 38' 56" W | 32.23', THENCE |
| A12) | S 32° 55' 27" W | 77.19', THENCE |
| A13) | S 37° 09' 18" W | 238.75', THENCE |
| A14) | S 51° 39' 42" W | 146.11', THENCE |
| A15) | S 58° 14' 38" W | 72.89', THENCE |

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A16)	S 60° 45' 41" W	88.43', THENCE
A17)	S 55° 27' 41" W	113.69', THENCE
A18)	S 50° 10' 03" W	63.98', THENCE
A19)	S 56° 34' 07" W	71.54', THENCE
A20)	S 39° 29' 50" W	167.22', THENCE
A21)	S 51° 57' 42" W	130.56', THENCE
A22)	S 48° 37' 07" W	129.20', THENCE
A23)	S 43° 46' 59" W	85.03', THENCE
A24)	S 37° 03' 57" W	73.30', THENCE
A25)	S 40° 36' 21" W	108.44', THENCE
A26)	S 35° 13' 57" W	184.10', THENCE
A27)	S 33° 47' 34" W	96.85', THENCE
A28)	S 29° 54' 48" W	180.15', THENCE
A29)	S 25° 33' 28" W	105.83', THENCE
A30)	S 29° 59' 26" W	61.61', THENCE
A31)	S 31° 37' 40" W	56.39', THENCE
A32)	S 38° 56' 29" W	55.63', THENCE
A33)	S 47° 45' 56" W	86.37', THENCE
A34)	S 51° 23' 19" W	66.75', THENCE
A35)	S 06° 17' 01" W	30.81', THENCE
A36)	S 47° 03' 57" E	165.02', THENCE
A37)	S 23° 37' 37" E	238.49', THENCE
A38)	S 45° 56' 03" E	129.40' THENCE
A39)	S 00° 00' 10" W	78.56', THENCE
A40)	S 89° 59' 50" E	20.00', TO THE POINT AND PLACE OF BEGINNING, BEING THE SOUTHWESTERLY CORNER OF THE LEASE AREA; THENCE CONTINUING THROUGH THE SAID LANDS PAUL J. CAVANNA THE FOLLOWING FIVE (5) COURSES:

L1)	N 90° 00' 00" W	40.00', THENCE
L2)	N 00° 00' 00" W	100.00', THENCE
L6.)	S 90° 00' 00" E	100.00', THENCE
L7.)	S 00° 06' 00" E	100.00', THENCE
L8.)	N 90° 00' 00" W	60.00', TO THE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.230 ACRES MORE OR LESS

pse

II. Access and Utility Easement Legal Description:

20' WIDE ACCESS AND UTILITY EASEMENT

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108; BOTH DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERK'S OFFICE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A SET 5/8" REBAR SET IN THE WESTERLY BOUNDARY OF WOODLAND STREET (50' WIDE), THENCE FROM SAID POINT OF COMMENCEMENT, IN A STRAIGHT LINE N 27°-28'-26" W A DISTANCE OF 405.75' TO A POINT ON THE SAID WESTERLY BOUNDARY OF WOODLAND STREET (66' WIDE) AND THE POINT AND PLACE OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING S 11°08'-56" E A DISTANCE OF 766.02' IN A STRAIGHT LINE FROM A SET PK NAIL IN THE CENTERLINE OF WOODLAND STREET (50' WIDE) AT THE INTERSECTION OF THE CENTERLINE OF BRAINARD POND (FORMERLY FACTORY POND); THENCE THROUGH THE SAID LANDS PAUL J. CAVANNA THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

- | | | |
|------|-------------------|-----------------|
| A1) | S 73° 58' 37" W | 76.59', THENCE |
| A2) | S 82° 15' 23" W | 289.38', THENCE |
| A3) | S 46° 03' 35" W | 91.16', THENCE |
| A4) | S 61° 48' 59" W | 66.45', THENCE |
| A5) | S 71° 04' 29" W | 54.81', THENCE |
| A6) | S 49° 25' 10" W | 57.27', THENCE |
| A7) | S 42° 16' 03.3" W | 255.34', THENCE |
| A8) | S 52° 08' 44" W | 127.39', THENCE |
| A9) | S 59° 49' 14" W | 40.18', THENCE |
| A10) | S 67° 36' 36" W | 89.37', THENCE |
| A11) | S 50° 38' 56" W | 32.23', THENCE |
| A12) | S 32° 55' 27" W | 77.19', THENCE |
| A13) | S 37° 09' 18" W | 238.75', THENCE |
| A14) | S 51° 39' 42" W | 146.11', THENCE |
| A15) | S 58° 14' 38" W | 72.89', THENCE |
| A16) | S 60° 45' 41" W | 88.43', THENCE |
| A17) | S 55° 27' 41" W | 113.69', THENCE |
| A18) | S 50° 10' 03" W | 63.98', THENCE |
| A19) | S 56° 34' 07" W | 71.54', THENCE |
| A20) | S 59° 29' 50" W | 167.22', THENCE |

A21) S 51° 57' 42" W 130.56', THENCE
 A22) S 48° 37' 07" W 129.20', THENCE
 A23) S 43° 46' 59" W 85.03', THENCE
 A24) S 37° 03' 57" W 73.30', THENCE
 A25) S 40° 36' 21" W 108.44', THENCE
 A26) S 35° 13' 57" W 184.10', THENCE
 A27) S 33° 47' 34" W 96.85', THENCE
 A28) S 29° 54' 48" W 180.15', THENCE
 A29) S 25° 33' 28" W 105.83', THENCE
 A30) S 29° 59' 26" W 61.61', THENCE
 A31) S 31° 37' 40" W 56.39', THENCE
 A32) S 38° 56' 29" W 55.63', THENCE
 A33) S 47° 45' 56" W 86.37', THENCE
 A34) S 51° 23' 19" W 66.75', THENCE
 A35) S 06° 17' 01" W 30.81', THENCE
 A36) S 47° 03' 57" E 165.02', THENCE
 A37) S 23° 37' 37" E 238.49', THENCE
 A38) S 45° 56' 03" E 129.40', THENCE
 A39) S 00° 00' 10" W 78.56', THENCE
 A40) S 89° 59' 50" E 20.00', TO THE POINT AND PLACE OF BEGINNING, TO A POINT ON THE
 WESTERLY BOUNDARY OF THE HEREIN AFTER DESCRIBED 100' X 100' LEASED PREMISES, THENCE ALONG SAID
 WESTERLY BOUNDS OF SAID 100' X 100' LEASED PREMISES

A41) N 00° 00' 10" E 60.00', TO THE NORTHWESTERLY CORNER OF SAID 100' X 100' LEASED PREMISES,
 THENCE CONTINUING THROUGH THE LANDS OF PAUL J. CAVANNA THE FOLLOWING THIRTY-NINE (39) COURSES

A42) N 00° 00' 10" E', THENCE
 A43) N 45° 56' 03" W 133.86', THENCE
 A44) N 23° 37' 37" W 238.68', THENCE
 A45) N 47° 03' 57" W 159.20', THENCE
 A46) N 06° 17' 01" E 12.55', THENCE
 A47) N 51° 23' 19" E 59.10', THENCE
 A48) N 47° 45' 56" E 88.35', THENCE
 A49) N 38° 55' 29" E 58.46', THENCE
 A50) N 31° 37' 40" E 57.95', THENCE
 A51) N 29° 59' 26" E 62.67', THENCE
 A52) N 25° 33' 28" E 105.84', THENCE
 A53) N 29° 54' 48" E 158.72', THENCE
 A54) N 33° 47' 34" E 95.92', THENCE

P5C

A55)	N 35° 13' 57" E	182.92', THENCE
A56)	N 40° 30' 21" E	108.12', THENCE
A57)	N 37° 03' 57" E	72.73', THENCE
A58)	N 43° 45' 59" E	63.01', THENCE
A59)	N 48° 37' 07" E	127.77', THENCE
A60)	N 51° 57' 42" E	128.66', THENCE
A61)	N 59° 29' 50" E	166.41', THENCE
A62)	N 56° 34' 07" E	73.17', THENCE
A63)	N 50° 10' 03" E	64.17', THENCE
A64)	N 55° 27' 41" E	111.84', THENCE
A65)	N 60° 45' 41" E	87.94', THENCE
A66)	N 58° 14' 38" E	74.48', THENCE
A67)	N 51° 39' 42" E	149.80', THENCE
A68)	N 37° 09' 18" E	242.03', THENCE
A69)	N 32° 55' 27" E	74.82', THENCE
A70)	N 50° 36' 56" E	26.13', THENCE
A71)	N 67° 36' 35" E	87.74', THENCE
A72)	N 59° 49' 14" E	42.88', THENCE
A73)	N 52° 08' 44" E	130.46', THENCE
A74)	N 42° 16' 03" E	255.82', THENCE
A75)	N 49° 25' 10" E	52.20', THENCE
A76)	N 71° 04' 29" E	52.61', THENCE
A77)	N 61° 48' 59" E	70.83', THENCE
A78)	N 46° 03' 35" E	87.39', THENCE
A79)	N 82° 15' 23" E	284.28', THENCE
A80)	N 73° 56' 37" E	78.59', TO A POINT OF THE WESTERLY BOUNDARY OF WOODLAND STREET (ASSUMED 50' WIDE), THENCE ALONG SAID WESTERLY BOUNDARY
A81)	N 17° 36' 49" W	20.01', TO THE POINT AND PLACE OF BEGINNING, CONTAINING AREA OF 1.917 ACRES MORE OR LESS

PSC

III. Temporary Construction Easement Legal Description

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

A 5 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON, OVER AND ACROSS, ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO PAUL J. CAVANNA BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED JULY 10, 1994 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 973 AT PAGE 350 AND ALSO THOSE LANDS CONVEYED IN BOUNDARY LINE AGREEMENT BETWEEN PAUL J. CAVANNA AND WOODLAND RIDGE, LLC IN VOLUME 1870 AT PAGE 108; ALSO ON, OVER AND ACROSS ALL THAT TRACT OR PARCEL OF LAND CONVEYED PAUL J. CAVANNA AND CATHERINE CAVANNA, HIS WIFE IN VOLUME 1080 AT PAGE 196; ALL DOCUMENTS BEING FILED IN THE TOWN OF GLASTONBURY CLERK'S OFFICE; SAID 5 FOOT TEMPORARY CONSTRUCTION EASEMENT BEING BOUNDED AS FOLLOWS:

A STRIP OF LAND 5 FEET WIDE BEING CONTIGUOUS TO:

- D) COURSES A1 TO A40 AND
- E) COURSES A42 TO A80 OF THE HEREIN DESCRIBED 20-FOOT-WIDE ACCESS AND UTILITY EASEMENT AND
- F) COURSES L1 TO L4 OF THE HEREIN DESCRIBED LEASED PREMISES AREA.

SAID TEMPORARY CONSTRUCTION EASEMENT RIGHTS SHALL BE EXTINGUISHED AT THE COMPLETION OF THE PROJECT CONSTRUCTION OR AT A TIME AGREED UPON BY THE GRANTOR AND GRANTEE DESIGNATED IN THE INSTRUMENT.

CONATAINING 4.035 ACRES MORE OR LESS.

950

EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON AND APPURTENANCES THERETO, SITUATED IN THE TOWN OF GLASTONBURY, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, KNOWN AS NOS. 63-80 WOODLAND STREET, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BOUNDED NORTH AND NORTHWEST ON THE FACTORY POND, FORMERLY OWNED BY PLUNKETT AND WYLLYS AND WASSUC MILLS CO., EAST ON THE HIGHWAY, WOODLAND STREET AND LAND NOW OR FORMERLY OF HEIRS OF ANSEL CHAPMAN, IN PART BY EACH; SOUTH BY LAND NOW OR FORMERLY OF WILLIAM HENNESY AND WILLIAM E. BILLINGS, IN PART BY EACH; WEST BY LAND NOW OR FORMERLY OF STEPHEN SHIPMAN AND LAND OF FRANK D. GLAZIER AND LAND OF THE WASSUC MILLS CO., IN PART BY EACH, CONTAINING ONE HUNDRED SIXTY ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO PAUL J. CAVANNA AND CATHERINE CAVANNA FROM PAUL J. CAVANNA BY STATUTOR QUIT-CLAIM DEED (OUTSALE) DATED MAY 06, 1997 AND RECORDED MAY 20, 1997 IN DEED BOOK 1080, PAGE 196.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO BRUNO R. PALMIERI FROM PAUL J. CAVANNA, HANNAH COLLINS AND DENNIS P. COLLINS BY JUDGMENT QUIETING DATED MARCH 21, 1997 AND RECORDED APRIL 30, 1997 IN DEED BOOK 1076, PAGE 222.

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PAUL J. CAVANNA FROM ESTATE OF GEORGE A. CAVANNA, AKA GEORGE ANGELO CAVANNA, DECEASED BY CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION DATED NOVEMBER 13, 1995 AND RECORDED NOVEMBER 20, 1995 IN DEED BOOK 973, PAGE 350.

PSC

ATTACHMENT 4

Figure 1: Site Search Ring – Local Tax Map & Roads

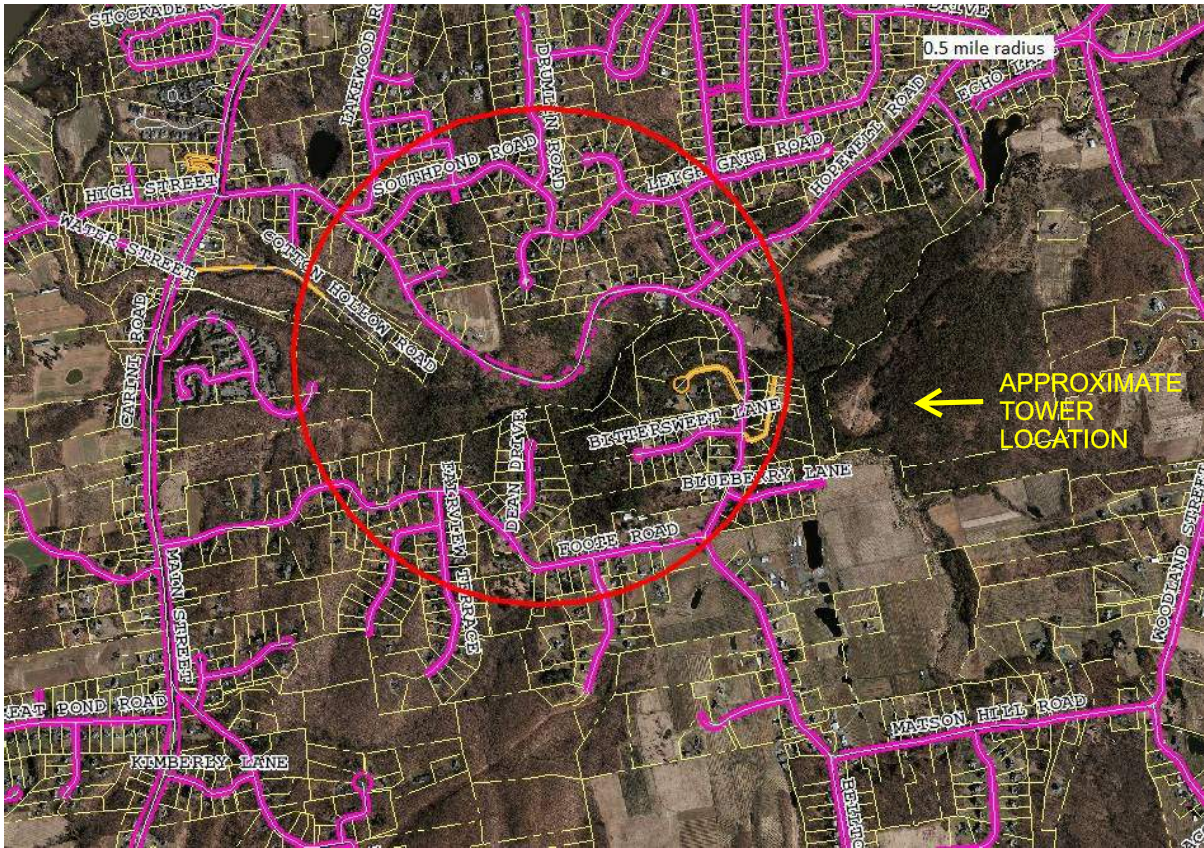
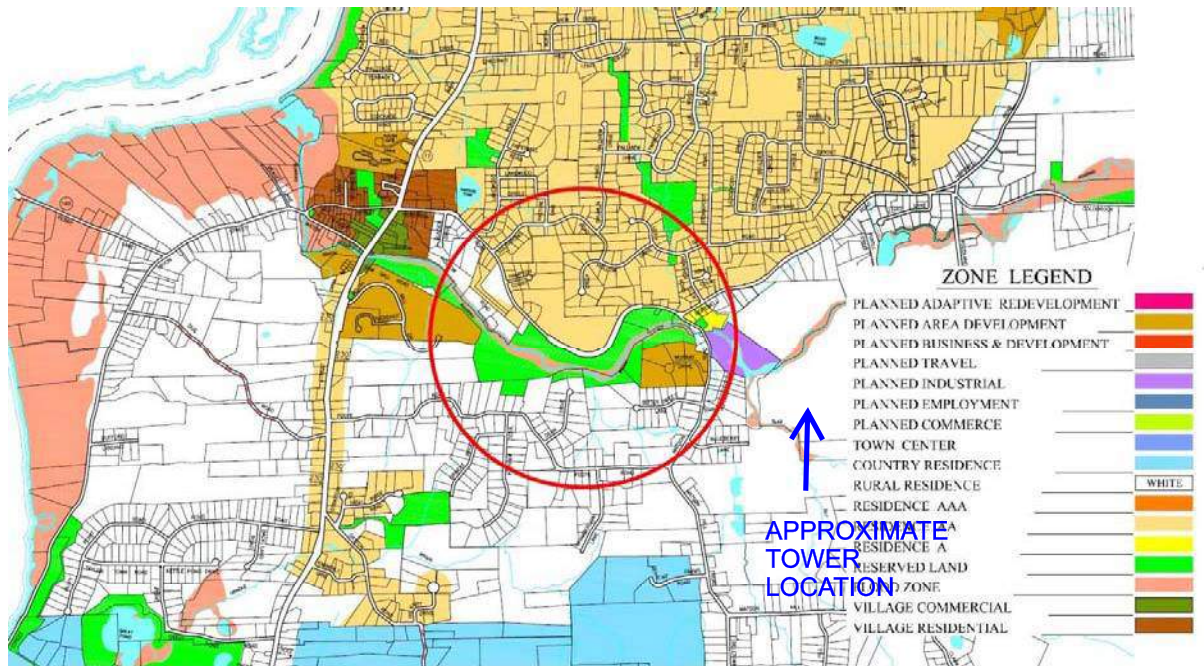
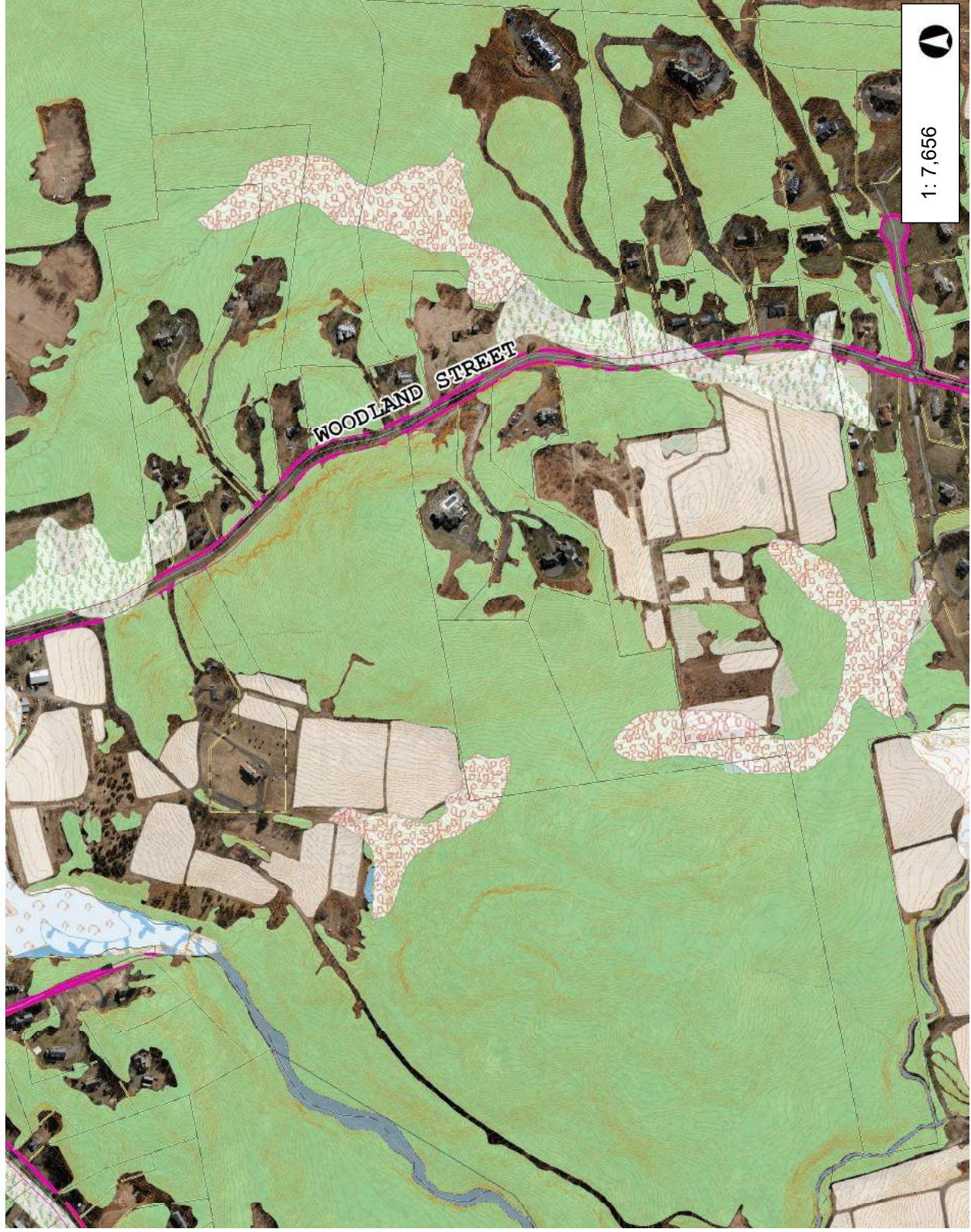


Figure 2: Site Search Ring – Local Zoning



ATTACHMENT 5



1: 7,656



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Property Line
- Streets
- Contours
 - 1 Foot Contour Line
 - 10 Foot Index Contour Line
- Wetland Type Soils
 - Alluvial and floodplain soils
 - Poorly drained and very poorly drained soils
 - Poorly drained soils
 - Very poorly drained soils
- Water
 - Stream
 - Stream, Swales and Ditches
 - Stream
 - Uncovered ditch, channel or swale
 - Sewer or drain crossing under surface
- Rivers, Lakes & Ponds
 - River Polygon
 - Pond or Lake
 - Retention Pond / Flood Basin
 - Freshwater Wetland
 - Forested Wetland
 - Flood Outline
- Land Cover
 - Tree and Forest Vegetation Area
 - Bush and Scrub Vegetation Area
 - Cultivated Field
 - Quarry
- Parcel Lines
 - Current, Parcel
 - Current, ROW
 - Current, Private ROW
 - Current, Paper Street
 - Current, Town Boundary
- Color Aerial Photo 2014 TOG
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Parcel Data
 - Parcel
 - Condominium
- Abutting Towns
 - Connecticut Towns

Notes

Enter Map Description

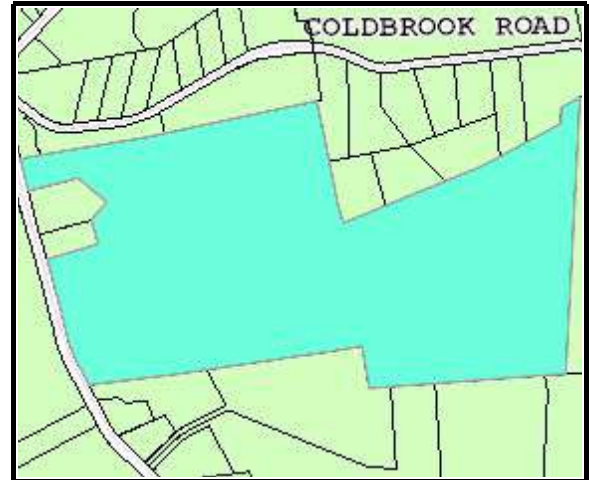
ATTACHMENT 6

Owner of Record

GIS ID: 78000088
Owner: ROARING BROOK PARK INC
Co-Owner:
Address: PO BOX 308
City, State ZIP: S GLASTONBURY, CT 06073-0308

Account Number: 78000088

Property Address: 88 WOODLAND ST



Property highlighted in blue

Parcel Information

Map/Street/Lot H11 / 7800 / E0002 **Property ID:** 12513
Developer Lot ID:
Parcel Acreage: 82.15 **Water:** Well
Zoning Code: RR **Sewer:** Septic
Census: 5205.02

Valuation Summary

Item	Appraised Value	Assessed Value
Buildings	393100	275200
Land	1078600	178900
Appurtenances	71700	50200
Total	1543400	504300

Owner of Record

ROARING BROOK PARK INC

Deed / Page

0118/0340

Sale Date

08/24/1961

Sale Price

37000



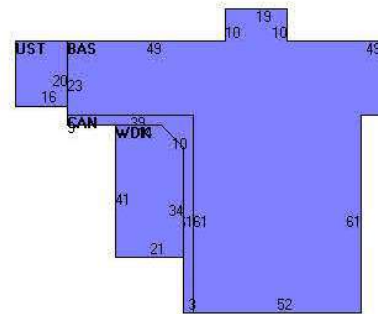
Building Information

Year Constructed : 1966
Building Type : Comm/Ind
Style : Clubs/Lodges
Occupancy : Commercial Improv
Stories : 1
Building Zone : RR
Roof Type : Gable
Roof Material : Asphalt Shingl
Est. Gross S.F. : 7525
Est. Living S.F. : 6053

Number of Rooms :
Number of Bedrooms : 00
Number of Bathrooms : 0
Number of Half-Baths :
Exterior Wall : Concr/Cinder
Interior Wall : Minimum
Interior Floor : Asphalt Tile
Interior Floor #2 : Carpet
Air Conditioning Type : None
Heat Type : Forced Air
Fuel Type : Oil

Building ID

12513



Subarea Type	Est. Gross S.F.	Est. Living S.F.	Outbuilding Type	Est. Gross S.F.	Comments
First Floor	6053	6053	Pavilion	3456.00	
Canopy	316	0	Paving	25600.00	
Utility, Storage, Unfinished	320	0	Pump House	48.00	
Wood Deck	836	0	Porch	440.00	
			Shed-Wood/Comp	384.00	
			Shed-Wood/Comp	192.00	
			Wood Deck	600.00	



Town of Glastonbury GIS



1: 1,720



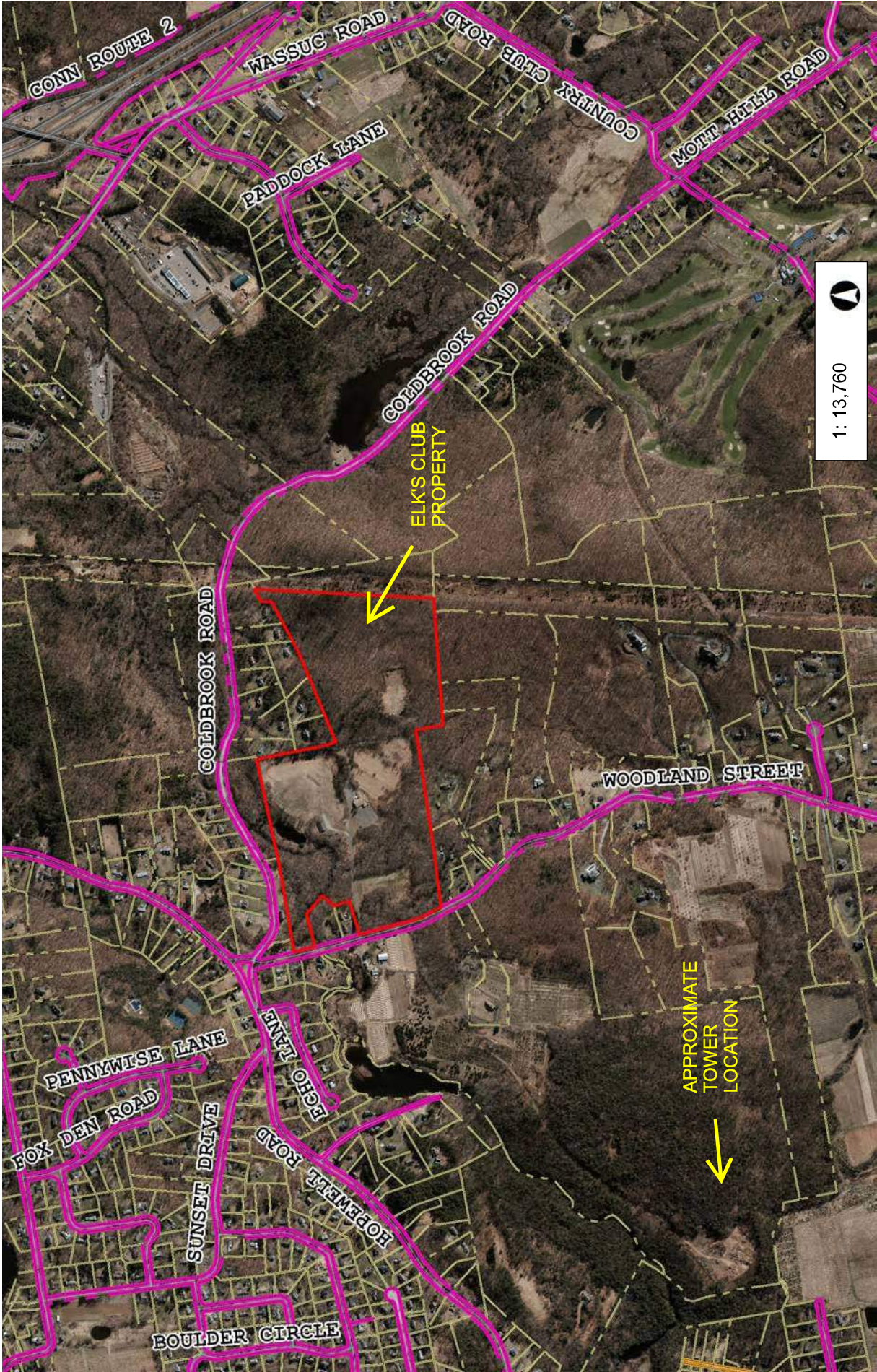
This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Connecticut_FIPS_0600_Feet
© Town of Glastonbury GIS



Town of Glastonbury GIS



2,293

0

1,147

2,293 Feet

1: 13,760



This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Connecticut_FIPS_0600_Feet
© Town of Glastonbury GIS

ATTACHMENT 7

Soil Map—State of Connecticut
(CT-0007 USDA Map)



Map Scale: 1:9,830 if printed on A portrait (8.5" x 11") sheet.

0 100 200 400 600 Meters





































0 450 900 1800 2700 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



Soil Map—State of Connecticut
(CT-0007 USDA Map)

MAP LEGEND

Area of Interest (AOI)		 Spoil Area
 Area of Interest (AOI)		 Stony Spot
Soils		 Very Stony Spot
 Soil Map Unit Polygons		 Wet Spot
 Soil Map Unit Lines		 Other
 Soil Map Unit Points		 Special Line Features
Special Point Features		Water Features
 Blowout		 Streams and Canals
 Borrow Pit		Transportation
 Clay Spot		 Rails
 Closed Depression		 Interstate Highways
 Gravel Pit		 US Routes
 Gravelly Spot		 Major Roads
 Landfill		 Local Roads
 Lava Flow		Background
 Marsh or swamp		 Aerial Photography
 Mine or Quarry		
 Miscellaneous Water		
 Perennial Water		
 Rock Outcrop		
 Saline Spot		
 Sandy Spot		
 Severely Eroded Spot		
 Sinkhole		
 Slide or Slip		
 Sodic Spot		

MAP INFORMATION

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut
Survey Area Data: Version 16, Sep 15, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 28, 2011—Apr 18, 2011

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Ridgebury, Leicester, and Whitman soils, 0 to 8 percent slopes, extremely stony	7.9	3.7%
12	Raypol silt loam	0.4	0.2%
21A	Ninigret and Tisbury soils, 0 to 5 percent slopes	2.4	1.1%
23A	Sudbury sandy loam, 0 to 5 percent slopes	0.0	0.0%
29B	Agawam fine sandy loam, 3 to 8 percent slopes	8.5	4.0%
33A	Hartford sandy loam, 0 to 3 percent slopes	7.2	3.4%
33B	Hartford sandy loam, 3 to 8 percent slopes	8.6	4.0%
37C	Manchester gravelly sandy loam, 3 to 15 percent slopes	1.8	0.9%
37E	Manchester gravelly sandy loam, 15 to 45 percent slopes	33.7	15.8%
58C	Gloucester gravelly sandy loam, 8 to 15 percent slopes, very stony	10.1	4.8%
73C	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	10.0	4.7%
75C	Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes	53.7	25.3%
75E	Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes	21.3	10.0%
84B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes	8.0	3.7%
84C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes	14.8	7.0%
85B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes, very stony	5.4	2.5%
85C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes, very stony	6.8	3.2%





Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
86D	Paxton and Montauk fine sandy loams, 15 to 35 percent slopes, extremely stony	3.0	1.4%
109	Fluvaquents-Udifluvents complex, frequently flooded	2.3	1.1%
308	Udorthents, smoothed	5.6	2.6%
W	Water	1.2	0.6%
Totals for Area of Interest		212.7	100.0%

ATTACHMENT 8

AQUIFER PROTECTION AREAS

Glastonbury, CT

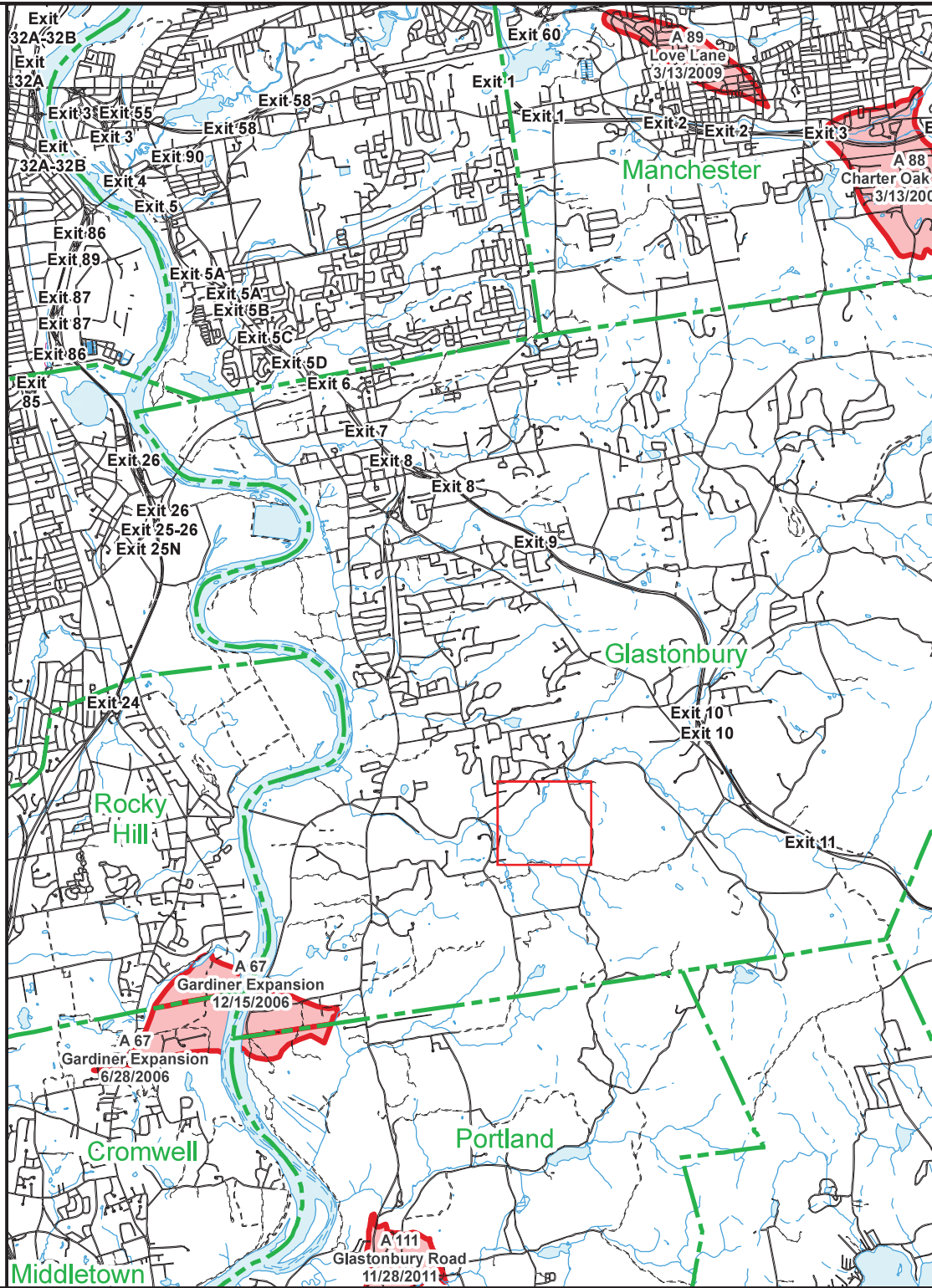
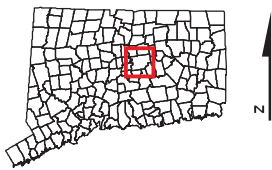
September 6, 2017

-  Level A APA (Final Adopted)
-  Level A APA (Final)
-  Level B APA (Preliminary)
-  Town Boundary

NOTE: The Aquifer Protection Areas were delineated through Connecticut's Level A and Level B Mapping Processes. Aquifer Protection Areas are delineated for active public water supply wells in stratified drift that serve more than 1000 people, in accordance with Sections 22a-354c and 22a-354z of the Connecticut General Statutes. Level B Mapping delineates a preliminary aquifer protection area, providing an estimate of the land area from which the well draws its water. Level A Mapping delineates the final Aquifer Protection Area, which becomes the regulatory boundary for land use controls designed to protect the well from contamination. As Level A Mapping is completed for each well field and approved by DEEP, it replaces the Level B Mapping. Final Adopted Level A Areas are those where towns have land use regulations for them. Massachusetts and Rhode Island Wellhead Protection Areas may be shown for informational purposes.

QUESTIONS:

Bureau of Water Protection and Land Reuse
 Planning and Standards Division
 Phone: (860) 424-3020
www.ct.gov/deep/aquiferprotection

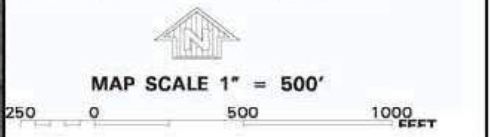


STATE OF CONNECTICUT
 DEPARTMENT OF
 ENERGY & ENVIRONMENTAL PROTECTION
 79 Elm Street
 Hartford, CT 06106-5127

ATTACHMENT 9



Flood insurance is available in this community, contact your local Flood Insurance Program at (800) 638-6620.



NELP³

PANEL 0537F

FIRM
FLOOD INSURANCE RATE MAP
 HARTFORD COUNTY,
 CONNECTICUT
 (ALL JURISDICTIONS)

PANEL 537 OF 675
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CLAMONTARY, TOWN OF	080134	0537	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
09003C0537F

EFFECTIVE DATE:
SEPTEMBER 26, 2008

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service National Wetlands Inventory

Jun 3, 2016



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

Getting Around Data Sources Field Markup Analysis Editing

Map Layers Add Re-Order Shapefile CSV File Import Layer Google Maps Bing Maps External Maps

Map Layers

Layer Theme: All Available Layers (default)

- GlastonburyParcelLabels
 - Property Line
- GlastonburyPlanimetricNatural
 - Rivers, Lakes & Ponds
 - River Polygon
 - Pond or Lake
 - Retention Pond / Flood Basin
 - Freshwater Wetland
 - Forested Wetland
 - Flood Outline
- GlastonburyParcel
 - Abutting Towns
 - Connecticut Towns
- Parcel Data
 - Parcel
 - Condominium

Show Layers Filter

1000ft 250m Lat: Lon:

The image shows a screenshot of a GIS application interface. The main map area displays a green-toned planimetric map of a residential area with various parcels outlined in black. A prominent blue water feature, likely a pond or lake, is visible in the upper-left quadrant. A red arrow points from a red-bordered text box labeled "Undertaking" to a specific parcel in the lower-middle section of the map. The interface includes a top navigation bar with "Getting Around", "Data Sources", "Field", "Markup", "Analysis", and "Editing" menus. Below this is a toolbar with icons for "Map Layers", "Add", "Re-Order", "Shapefile", "CSV File", "Import Layer", "Google Maps", and "Bing Maps". On the left side, there is a "Map Layers" panel with a tree view showing categories like "GlastonburyParcelLabels", "GlastonburyPlanimetricNatural", "GlastonburyParcel", and "Parcel Data". At the bottom left, there is a scale bar (1000ft / 250m) and latitude/longitude coordinates.

ATTACHMENT 10



Department of Economic and
Community Development

Connecticut
still revolutionary

January 31, 2017

Ms. Laura Mancuso
CBRE
4 West Red Oak Lane
White Plains, NY 10604

Subject: Proposed Telecommunications Facility
63 Woodland Street
South Glastonbury, CT
Echo-Site

Dear Ms. Mancuso:

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

The SHPO concurs with CBRE's determination that the proposed undertaking, which includes the construction of a 150-foot monopole telecommunications facility with associated equipment at the subject property, will have no adverse effect to sites listed or eligible for listing on the National Register of Historic Places, with the following conditions:

1. The tower and associated equipment will be designed and installed to be as non-visible as possible,
2. If not in use for six consecutive months, the antennas and equipment shall be removed by the telecommunications facility owner. This removal shall occur within 90 days of the end of such six-month period.

The State Historic Preservation Office appreciates the opportunity to review and comment upon this project. These comments are provided in accordance with the Connecticut Environmental Policy Act and Section 106 of the National Historic Preservation Act. For further information please contact Todd Levine, Environmental Reviewer, at (860) 256-2759 or todd.levine@ct.gov.

Sincerely,

Catherine Labadia
Deputy State Historic Preservation Officer

State Historic Preservation Office

One Constitution Plaza | Hartford, CT 06103 | P: 860.256.2800 | Cultureandtourism.org

An Affirmative Action/Equal Opportunity Employer An Equal Opportunity Lender

ATTACHMENT 11



PowerGen 7500

DC Generator

Product Feature

- Reliable 52V DC backup solution
- Extremely simple installation
- Extended run times
- Automated exercising routines
- Intelligent control panel monitoring
- Minimal maintenance

Specifications

1. General	
Construction	Aluminum enclosure with Pre-galvanized steel base
Dimensions (W x H x D)	27 x 40 x 42 in (686 x 1016 x 1067 mm)
Weight	350 lbs (159 kg) (without optional start batteries)
Mounting options	Pad-mount
Finish	Polyester Powder Paint (Gray)
Fuel options	Propane (LPG) or Natural Gas
Safety	UL2200 Listed
2. Environment	
Operating temperature	-20°C to +46°C (-4F to +115F)
Protection class	IP55 electronics enclosure
Altitude	< 4000m above mean sea level
Acoustics	76 dB(A) at 23 feet (7m)
3. Generator Specifications	
Output Power (W)	7500W
Output Voltage (V)	52V DC
Output Voltage Regulation	≤ ± 250mV
Engine	570cc Air Cooled Engine
DC Motor	Permanent Magnet Brushed DC Motor
RPM	3450 to 3750
Fuel consumption	1.2 lbs/hr @ 5kW, LPG
Gas inlet pressure	11 in-H ₂ O (0.40 psi)
Output connections	¼"-20, 5/8" C-C threaded stud interface for 1/0 2-hole lugs
Output protection	200A Circuit Breaker
4. Batteries	
Site	Start-up from site batteries (50A@49V for <2min)
Start-up (optional)	Start-up with no energy from site batteries
5. Control and Interface	
Controls	Auto, Run, Stop
Alarms	Critical, Major, Minor alarm relays (Form-C)
Craft Interface	RJ45 Ethernet
Automated Exercise	Automated periodic exercising with weekend and holiday blackout
6. Ordering information	
ESOG150-PCA01	PowerGen 7500 with Large Oil Reservoir
5100266100	2.5 gallon jug of Special Oil for PowerGen 7500 – Required for EPA emissions
3799485900-S	Battery Heater Kit
0999142400	Battery String, 48V, 100Ah

*All specifications are subject to change without prior notice.

Delta Group Website:
www.deltaww.com

Product Website:
www.deltapowersolutions.com

United States of America & Canada

Delta Greentech (USA) Corp.
2360 Campbell Creek Blvd. #530
Richardson (Texas) 75082

Phone: 972-437-7900

DLDGASales@delta-corp.com

Central America

Delta Electronics International
Mexico, S.A. de C.V.
Via Gustavo Baz No. 2160
Col. Industrial La Loma Tlainepartla
CP 54060, Edo de Mexico

South America

Delta Greentech (Brasil) S.A
Rua Itapeva, 26 - 3 andar - Bela Vista
01332-000 - São Paulo - SP - Brasil

Asia Pacific

Delta Electronics, Inc.
3 Tungyuan Road, Chungli Industrial
Zone,
Taoyuan County 32063, Taiwan

China

Delta Electronics (Shanghai) Co., Ltd
No.182 Minyu Road, Pudong
Shanghai, P.R.C., China

Japan

Delta Electronics (Japan), Inc
2-1-14 Minato-ku shibadamin, Tokyo
105-0012, Japan

Russia

Delta Energy Systems LLC
Vereyskaya Plaza II, office 401
121357 Moscow, Russia

Europe

Delta Energy Systems (Switzerland)
AG
Freiburgstrasse 251
3010 Bern-Bümpliz, Switzerland