

August 12, 2019

VIA OVERNIGHT DELIVERY

Attorney Melanie Bachman,
Executive Director
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Re: Docket No. 486: Tarpon Towers II, LLC Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a telecommunications facility at 796 Woodin Street, Hamden, Connecticut

Dear Attorney Bachman:

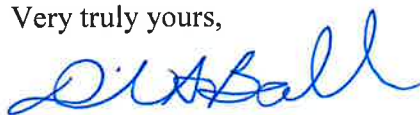
On behalf of Tarpon Towers II, LLC (“Tarpon”), I’ve enclosed a sealed envelope containing the unredacted, proprietary and confidential Tarpon Land Lease Agreement with Gabrielle Scirocco (“Lease”).

Additionally, I’ve enclosed fifteen (15) copies and a CD containing electronic versions of the following documents:

- Redacted version of the Lease;
- Motion for Protective Order related to the protection from disclosure of the trade secrets in the Lease;
- The supporting affidavit of Brett Buggeln, Chief Operating Officer of Tower Towers II, LLC; and
- A draft Protective Order.

Please do not hesitate to contact me with any questions.

Very truly yours,



David A. Ball

DAB/lcc
Enclosures

cc: Service List
Vincent M. Marino, Esq.

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between **Gabrielle Scirocco**, an individual, whose address is 796 Woodin Street Hamden, CT 06514 ("Owner") and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3rd Ave West, Ste. 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
 - a) Real property comprised of approximately Five Thousand Six Hundred Twenty Five (5625) square feet of land comprised of a parcel with dimensions of 75' X 75';
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located at 796 Woodin St, Hamden, New Haven County, CT which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth. The parties agree that upon completion by Tenant of a A-2 survey of the Premises the parties shall mutually agree as to the final location of the Premises which shall be substituted as Exhibit "B".

2. **OPTION.** In consideration of the sum of _____ (the "Option Money"), to be paid by Tenant to Owner simultaneously with Owner's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"), TIME BEING OF THE ESSENCE. At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of _____

by Tenant to Owner for the extension of the Option Period.

The Option Period may be further extended by mutual written agreement. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, and all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If, during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or materially limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Initial Term"), unless otherwise terminated as provided in

Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below. Tenant shall have the right to extend the Term for six (6) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to the expiration of the Initial Term or any Renewal Term, TIME BEING OF THE ESSENCE. The Initial Term and Renewal Terms are collectively referred to as the "Term".

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of ("Rent") payable in monthly payments in advance in the amount of _____ in the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by _____ on each anniversary of the Commencement Date during the Term hereof. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) Tenant shall pay an additional rent under this Agreement ("Co-location Fee") in the annual amount of _____ payable in monthly payments in advance in the amount of _____ per month starting with the second such subtenant, co-locator or licensee of the Premises. Such Co-location Fee shall be payable for each and every subtenant, co-locator or licensee of the Premises other than with respect to the first such subtenant, co-locator or licensee of the Premises. Such payment shall be made together with each installment of Rent beginning for each subtenant, co-locator and or licensee and shall commence with the first Rent payment following the date such subtenant or licensee commences the payment of rent or other consideration for its co-location at the Premises to the Tenant. Co-location Fees shall be adjusted in the same manner as Rent as provided for in Paragraph 4(a) of this Agreement, i.e. they shall increase by _____

Tenant shall endeavor to seek and secure by its best efforts and in good faith and at market rental rates subtenants, co-locators and/or licenses for the Communications Facility (hereinafter defined). The Co-location Fee for any subtenant, co-locator or licensee shall terminate upon the termination or expiration of that particular subtenant's, co-locator's or licensee's sublease or license agreement with Tenant. The parties acknowledge that their intent is that no Co-location Fee shall be due for the first subtenant or licensee or at any time when there is only one subtenant, co-locator or licensee operating at the Premises. Owner shall have the right to obtain from Tenant such documents as reasonably necessary to insure Tenant's compliance with the Co-Location Fee provisions set forth above.

(c) Tenant shall pay Owner reimbursement of up to _____ for legal costs and expenses incurred in connection with the proposal letter from Phoenix Partnership dated May 1, 2017 and in connection with reviewing and negotiating this Lease. Said payment shall be made to Owner simultaneously with the full execution of this Lease.

(d) If Tenant fails to make any payment due to Owner hereunder within ten (10) days after the due date, the overdue payments will accrue interest at the rate of _____. This section shall not be construed as to limit the Owner's remedies in the event the Tenant breaches the terms of this Agreement.

5. **USE.** (a) Tenant shall solely use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a single tower radio communications facility subject to such modifications and alterations as reasonably required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises but shall use its best efforts and in good faith and at market rental rates to procure subtenants, co-locators and/or licenses for the Communications Facility. The Communications Facility may include, without limitation, a single monopole tower, which shall not be a type that utilizes guy wires, and which shall not exceed the height of 190' above ground level, and which may additionally include antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. In no event shall there be more than one tower as aforesaid. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Premises. Tenant shall have

the right to park its vehicles on Owner's Property (in the area immediately adjacent to the Premises) when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Prior to any tests or studies at or around the Owner's Property Tenant shall provide Owner with evidence of liability insurance in an amount of not less than \$1,000,000.00, naming Owner as an additional insured from each and every party or firm which is to enter on the Owner's Property for purposes of conducting the tests or studies or any other kind of study or analysis

(d) Throughout the Term of this Agreement, Owner shall cooperate (but at no cost or expense) with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.

7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any business entity at any time provided that: (i) assignee is a regional or nationally recognized communications tower company with a demonstrated net worth equal to or greater than that of Tenant's (ii) assignee assumes in writing all of the terms and conditions of this Agreement and Owner is provided with an executed copy of such assignment document. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter. Tenant agrees to supply Owner, within thirty (30) days of execution of this Agreement, with documentary evidence disclosing the net worth of Tenant. Such documentation may include, but shall not be limited to, consolidated financial statement from the end of 2016, or the most recently quarterly financial statement, if Tenant produces such documents. In the event Owner is not satisfied with the information provided by Tenant, then Owner may terminate this Agreement within thirty (30) days of receipt of such documentation. Owner acknowledges that the information provided by Tenant in accordance with the terms hereof is confidential in nature and Owner agrees to treat such documents as confidential and private and shall not disclose any of the information contained therein to anyone other than Owner's financial or legal advisors (e.g., accountant or attorney) or any bona fide purchaser of Owner's Property.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement or performs whatever act which was to have been performed by Tenant hereunder within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender (but specifically excluding the fee simple interest in the Premises), is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** Owner may sell, lease, encumber, transfer, grant a perpetual easement or otherwise convey any interest in all or any part of the Owner's Property to a transferee provided such transfer shall be subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that materially and adversely affects Tenant's rights under this Agreement.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of this Agreement or the rental stream associated with this Agreement (a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. To the extent Owner is able to without any cost or expense, Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer,

subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on substantially the same terms contained in the Purchase Offer and (ii) the assignment occurs within one hundred and twenty (120) days of Tenant's receipt of a copy of the Purchase Offer. If such third party substantially modifies the Purchase Offer or the assignment does not occur within such none hundred and twenty (120) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its sole cost and expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles) provided the scope and location of the same shall be approved by Owner in its reasonable discretion and further provided the same shall be located above ground unless any governmental approval requires the placement of underground utilities, in which case such placement shall be permitted but only in locations reasonably approved by Owner. Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's sole responsibility. Owner agrees to cooperate (but at no cost or expense to Owner) with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's sole cost and expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents are reasonably necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located, provided Tenant shall be responsible for the payment of any costs or fees associated therewith including reasonable attorney's fees incurred by Owner in connection therewith.
11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's 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. Owner 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, Owner's Property, it being the specific intention of the Owner 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 or, upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including the tower and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than three (3) feet below grade level. Tenant shall be responsible for repair of all damage or disturbance caused by any such removal.
12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of Two Million Dollars (\$2,000,000). Tenant shall provide a certificate of insurance to the Owner which shall contain a provision for a thirty (30) days' notice of cancellation to the Owner, and shall name the Owner as an additional insured. Tenant agrees to have its insurance company issuing property damage insurance waive any rights of subrogation that such companies may have against Owner. As long as such waiver of subrogation is contained in Tenant's insurance policies, Tenant hereby waive any right that Tenant may have against the Owner on account of any loss or damage to Tenant's property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance. Additionally, Tenant shall, at the time of any construction at the Premises, provide evidence of insurance covering such construction activities, including but not limited to, builder's all-risk, worker's compensation, property damage and personal liability all in such amounts as may be prescribed by law or reasonably required by Owner. Owner shall be named as an additional insured on property damage and personal liability insurance policy with respect to claims arising out of construction activities by or on behalf of Tenant. 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.

13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are currently in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. This Agreement may be terminated by Tenant immediately, at any time, upon giving sixty (60) days prior written notice to Owner, if (a) prior to the exercise of Tenant's Option, Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a material representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, provided such substances were not introduced by Tenant, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons, provided that Tenant pays to Owner a termination fee equal to twelve (12) months of the then current Rent. For any termination under clauses (a) through (g), Tenant's termination notice shall detail the reasons for the termination and to the extent practical and possible, provide reasonable proof of the occurrence of the condition that precipitated the termination.
15. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement. Tenant indemnifies Owner against, and holds Owner harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.
16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Owner's Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses, provided the same does not reduce or in any way diminish Owner's condemnation award). Sale of all or part of

the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds from Tenant's insurance policies and/or condemnation awards (subject to the terms and limitations set forth above (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Premises. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, except for a monetary default by Tenant hereunder in which case such cure period shall be ten (10) days.

Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default but not to exceed sixty (60) days or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured. Owner shall have the right (but not the obligation) to cure any default by Tenant, which has not been diligently cured by Tenant as specified herein, under this Agreement and Tenant shall pay to Owner, on demand, as additional rent, all reasonable costs and expenses incurred by Owner in so curing defaults and/or enforcing this Agreement, including, without limitation, court costs and reasonable attorney's fees. All such sums payable by Tenant under this Lease shall be deemed to be "additional rent" payable by Tenant on demand and failure to pay additional rent on demand shall be a default hereunder. Similarly, Tenant shall have the right to cure any default of Owner's which is not timely cured by Owner pursuant to the terms of this Agreement, and Owner shall pay to Tenant, on demand, all reasonable costs and expenses incurred by Tenant in so curing defaults and/or enforcing this Agreement, including without limitation, court costs and reasonable attorney's fees. Failure by Owner to so reimburse Tenant within thirty (30) days of demand shall permit Tenant to abate Rent payments until such time as Tenant has been fully reimbursed.

21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
 - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

(d) the Term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. TENANT WARRANTIES, REPRESENTATIONS AND COVENANTS.

(a) All improvements shall be at Tenant's expense and the installation and alteration of all improvements shall be at the discretion and option of the Tenant. Tenant will maintain the Communications Facility in a clean, safe condition in compliance with all applicable laws, regulations and ordinances. Tenant, at its sole expense, shall take all actions necessary in connection with the maintenance and operation of the Communications Facility, including, but not limited to, obtaining all permits and consents from governmental authorities.

(b) Tenant represents and warrants that all installations and operations in connection with this Agreement by Tenant shall comply with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable municipal, state and Federal codes and regulations. , Owner assumes no responsibility for the licensing, operation, and/or maintenance of the Communications Facility and/or the access roads, rights-of-way or utility easement areas serving the Communications Facility.

(c) All construction by or on behalf of Tenant shall be done in a good and workmanlike manner and in accordance with all applicable state, local and federal laws, rules and regulations.

(d) Tenant shall be responsible for compliance with any and all Environmental Regulations which regulate or impose standards of liability or standards of conduct with regard to any environmental conditions, as may now or at any time hereafter be in effect, that are in any way related to the activity conducted by the Tenant. Tenant shall hold the Owner harmless and indemnify Owner from and assume all duties, responsibility and liability, at its sole cost and expense, for payment of penalties, sanctions, forfeitures, losses, costs, or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to failure by Tenant to comply with any Environmental Regulation, as may now or at any time hereafter be in effect.

(e) For the purposes, of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901

et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the State Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. § 4321-4347).

(f) Tenant shall not suffer any mechanics' or materialman's liens to be filed against the Premises or Owner's Property by reason of work, labor, services or materials performed or furnished to or for the benefit of Tenant, its transferees, successors, assigns, agents, representatives, and others acting with, on behalf of or through Tenant, or anyone holding any part of the Premises or Owner's Property under Tenant. If any such lien shall at any time be filed, Tenant may contest the same in good faith, but notwithstanding such contest, Tenant shall, within forty five (45) days after the filing thereof, cause such lien to be released of record by payment, bond, entry of an order of court of competent jurisdiction, or otherwise. If Tenant fails to release of record any such lien within the aforesaid period, Owner shall have the right to remove said lien by paying the full amount thereof or by bonding or in any other manner Owner deems appropriate without investigating the validity thereof and irrespective of the fact that Tenant may contest the propriety or the amount thereof. Tenant, upon demand, shall reimburse Owner the amount so paid out by the Owner in connection with the discharge of said lien, together with expenses incurred in connection therewith, including attorneys' fees, provided that, should Tenant be successful in any challenge or appeal of said lien, Owner shall refund Tenant for any such reimbursements, less any actual expenses incurred in Owner's discharge of the lien.

23. MISCELLANEOUS

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense and shall issue to Owner a release of the same upon the expiration or other termination of this Agreement.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally

recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: Tarpon Towers II, LLC
1001 3rd Ave W., Ste. 420
Bradenton, FL 34205
Attn: Site Administration
Re: Site ID: ~~CT1206~~ Hamden
CT1225

For Owner: Gabrielle Scirocco
796 Woodin Street
Hamden, CT 06514

With a copy to:
Sachs & Proto, LLC
112 Washington Avenue
North Haven, CT 06473
Attn. Paul E. Proto, Esq.

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens superior to the rights of Tenant hereunder upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then Term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(o) 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 SPECIAL, INCIDENTAL, 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.


(p) THE PARTIES HEREBY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278(A) OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON EITHER OF THEM BY SAID ACT TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY UNDER SECTIONS 52-278(A) TO 52-28(G), AS AMENDED. IN THE EVENT THAT OWNER COMMENCES ANY SUMMARY PROCEEDING OR ACTION FOR NON-PAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM IN ANY SUCH PROCEEDING OR ACTION OTHER THAN COUNTERCLAIMS ARISING OUT OF THIS LEASE. LANDLORD AND TENANT HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING UNDER OR CONNECTED WITH THIS LEASE.

(q) Owner's liability to Tenant under this Lease (and all of Tenant's remedies) shall be limited to Owner's equity interest in the Owner's Property, and Tenant shall not have any recourse to any of Owner's other assets and/or to any of the heirs, administrators, successors and assigns of the Owner or any of their individual assets. No payment by Tenant or receipt by Owner of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated base rent or additional rent, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Owner may accept any check or payment without prejudice to Owner's right to recover the balance due or to pursue any other remedy available to Owner. Upon any transfer of Owner's interest in this Agreement or the Owner's Property (other than any such transfers to a lender as security for indebtedness), then, provided that such transferee agrees in writing to assume Owner's obligations hereunder, Owner shall be released from all liability under this Agreement and Tenant agrees to look solely to such transferee for the performance of Owner's obligations hereunder.

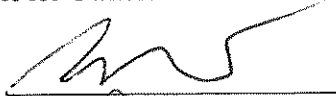
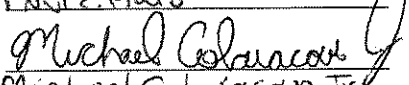
(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 20th day of July, 2017.

OWNER: Gabrielle Scirocco
An Individual

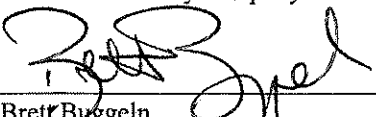
By: 
Print: _____
Title: _____
Date: As of 7/20/17

Witnesses for Owner:

Sign: 
Print: Paul E. Piro
Sign: 
Print: Michael Colanacchio Jr.

TENANT:

Tarpon Towers II, LLC
a Delaware limited liability company

By: 
Print: Brett Buggeln
Title: COO
Date: 7/17/17

Witnesses for Tenant:


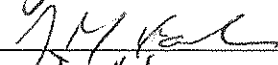
Sign: 
Print: Todd S. [unclear]
Sign: 
Print: J.M. [unclear]

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

All that certain piece or parcel of land with the buildings and all other improvements thereon, situated in the Town of Hamden, County of New Haven and State of Connecticut, containing 6 1/2 acres; more or less, and bounded and described as follows:

NORTH: By Woodin Street

EAST: By land now or formerly of Charles Wooding;

SOUTH: By land now or formerly of Charles Wooding;

WEST: In part by land now or formerly of the State of Connecticut, and in part by and old highway.

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately Five Thousand Six Hundred Twenty Five (5,625) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

SITE SKETCH:



APPROVED Owner: _____ **(Initial)**
APPROVED Tenant: _____ **(Initial)**

Notes:

- 1. This Exhibit may be replaced by a land survey of the Premises at Tenant’s sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner’s Property to the Premises.
- 2. Setback of the Premises from the Owner’s Property lines shall be the distance required by the applicable governmental authorities.
- 3. Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.

Site #: CT-0000-1203
Site Name: Hamden 2

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

RE: TARPON TOWERS II, LLC APPLICATION
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED
FOR A TELECOMMUNICATIONS FACILITY
AT 796 WOODIN STREET IN THE
TOWN OF HAMDEN, CONNECTICUT

DOCKET NO. 486

Date: August 12, 2019

MOTION FOR PROTECTIVE ORDER

Tarpon Towers II, LLC (“Tarpon”) respectfully requests that the Connecticut Siting Council (“Council”) issue a protective order pursuant to Connecticut General Statutes § 1-210(b)(5), regarding terms of Tarpon’s Land Lease Agreement (the “Lease”) in connection with the above-captioned Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 796 Woodin Street, Hamden, Connecticut (the “Application”). Tarpon further requests permission to file a copy of its unredacted Lease relating to the Application under seal. In support of this Motion, Tarpon states as follows:

1. Connecticut General Statutes § 16-50o(c) provides in relevant part that “The applicant shall submit into the record the full text of the terms of any agreement, and a statement of any consideration therefore, if not contained in such agreement, entered into by the applicant and any party to the certification proceeding, or any third party, in connection with the construction or operation of the facility. This provision shall not require the public disclosure of proprietary information or trade secrets.”

2. In accordance with § 16-50o (c), Tarpon submitted a redacted version of its Lease to the Council in the Docket No. 486 Application, which was appended thereto as Exhibit P.

3. In passing upon the application for a Certificate of Environmental Compatibility and Public Need for a telecommunications facility, designated as Docket No. 366, the Council ruled that an applicant is required to disclose to the Council the specific rental amounts, albeit subject to a protective order because such information constitutes a “trade secret.”

4. As reflected in the attached affidavit of Brett Buggeln, Chief Operating Officer of Tarpon, the information for which Tarpon seeks protected treatment is commercially valuable, confidential and proprietary, market sensitive information that is not readily obtainable from other sources, and that constitutes trade secrets within the meaning of Connecticut General Statutes § 1-210(b)(5). Tarpon has used its best efforts to maintain this information as secret in order to avoid the harm that would result if the confidential information were to become publicly available. The Council has historically granted protected treatment of similar filings.

5. Tarpon hereby submits with this Motion one (1) copy of the Lease regarding the Application in un-redacted form, pursuant to the Council’s ruling in Docket No. 366, which is contained in a sealed envelope that has upon it the caption and docket number for this Application and the wording “CONFIDENTIAL; DISCLOSURE LIMITED TO CONNECTICUT SITING COUNCIL ONLY.”

WHEREFORE, Tarpon respectfully moves the Council to grant the request for protected treatment consistent with the attached Protective Order which would limit

disclosure of the un-redacted Lease (and any copies thereof) to the Council and its staff.

Respectfully Submitted,

By:



Attorney for the Applicant,
Tarpon Towers II, LLC
David A. Ball, Esq.
Vincent M. Marino, Esq.
vmarino@cohenandwolf.com
dball@cohenandwolf.com
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel.: (203) 368-0211
Fax: (203) 394-9901

CERTIFICATE OF SERVICE

I hereby certify that on this day a copy of the foregoing (excluding the copy of the un-redacted version of the Lease filed under seal) was delivered by regular mail, postage prepaid, to all parties and intervenors of record, as follows:

Kenneth C. Baldwin, Esq.
Robinson & Cole, LLP
280 Trumbull Street
Hartford, CT 06103



David A. Ball
Commissioner of the Superior Court

AFFIDAVIT

STATE OF FLORIDA)
) ss. BRADENTON
COUNTY OF MANATEE)

Brett Buggeln, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligation of making a statement under oath.
2. I am the Chief Operating Officer of Tarpon Towers II, LLC (“Tarpon”).
3. I am familiar with the terms of a Land Lease Agreement, dated July 17, 2017, between Gabrielle Scirocco and Tarpon Towers II, LLC for the construction of a new wireless telecommunications facility at 796 Woodin Street in Hamden, Connecticut (the “Lease”).
4. A redacted copy of the Lease was submitted to the Council as part of the Docket Number 486 application.
5. The redacted provisions relate to the financial terms, including the amount of the rent to be paid by North Atlantic Towers during the term of the Lease and any extension thereof (“Confidential Information”).
6. The Confidential Information is commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources, and that constitutes trade secrets.
7. Tarpon Towers II, LLC has therefore used its best efforts to maintain the Confidential Information as secret in order to avoid the harm that would result if the information were to become publicly available.



Brett Buggeln
Chief Operating Officer
Tarpon Towers II, LLC

Sworn and subscribed to before me this
5 day of August, 2019.



Notary Public
My Commission expires 8-10-22



TODD J BOWMAN
Commission # GG 232941
Expires August 10, 2022
Banded Thru Budget Notary Service

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

**RE: TARPON TOWERS II, LLC APPLICATION
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED
FOR A TELECOMMUNICATIONS FACILITY
AT 796 WOODIN STREET IN THE
TOWN OF HAMDEN, CONNECTICUT**

DOCKET NO. 486

DATE: August ____, 2019

PROTECTIVE ORDER

WHEREAS, Tarpon Towers II, LLC (“Tarpon”) is willing to submit an unredacted copy of a Land Lease Agreement (the “Lease”), providing to the Connecticut Siting Council (“Council”) certain confidential information in connection with the Lease regarding the above-referenced Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 796 Woodin Street, Hamden, Connecticut (“Confidential Information”).

WHEREAS, Tarpon considers the Confidential Information to be commercially valuable, confidential and proprietary information, and which information Tarpon contends constitutes trade secrets within the meaning of Connecticut General Statutes section 1-210(b)(5);

WHEREAS, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources and may be harmful if publicly disclosed; and

WHEREAS, Tarpon is willing to provide the Confidential Information subject to a Protective Order.

NOW, THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information provided by Tarpon:

1. All documentation provided by Tarpon, shall be identified as follows: "CONFIDENTIAL INFORMATION" and shall be governed by the terms of this Protective Order ("Order"). This Order is applicable to all such Confidential Information.

2. All Confidential Information shall be subject to this Order and shall be given solely to the members and staff of the Council. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Order. All parties in receipt of any Confidential Information pursuant to this Order, including consultants, shall maintain a written log of all individuals granted access to the Confidential Information.

3. Confidential Information shall be marked as such and delivered in a sealed envelope to the Council. A statement in the following form shall be placed prominently on the envelope:

CONFIDENTIAL-PROPRIETARY

This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the

Protective Order issued in connection with Docket No. 486.

4. Any Confidential Information made available pursuant to this Order shall be part of the record in the docket cited above, subject to the same relevancy and other evidentiary considerations as non-confidential information and subject to the conditions stated in Paragraphs Six and Seven of this Order.

5. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing, all references to the Confidential Information shall be either:

- (a) in a separate document, prominently labeled "Confidential Information," which document shall be safeguarded in accordance with this Order and distributed only to the members and staff of the Council; or
- (b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

6. In the event that the Confidential Information is to be disclosed or used in any manner in any proceeding or hearing before the Council, such proceeding or hearing shall not be held before, nor any record of it made available to any person or entity not a signatory of the Order. Presence at such proceeding or hearing shall be limited to the members and staff of the Council as well as representatives of Tarpon. No record shall be disclosed or communication made of the Confidential Information at any time to any other person or entity. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form placed prominently on such envelope or container:

CONFIDENTIAL-PROPRIETARY

This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the Protective Order issued in connection with Docket No. 486.

7. No copies shall be made of the Confidential Information unless expressly ordered by the Council.

8. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. A party seeking to change the terms of this Order shall by motion give every other party five (5) business days' prior written notice. No information protected by this Order shall be made public until the Authority rules on such motion to change the terms of the Order. Confidential information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Order.

9. All copies of the Confidential Information shall be returned to Tarpon no later than thirty (30) days after the date the final decision is rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated _____, 2019