



**Cingular Wireless PCS, LLC**  
 300 Enterprise Drive  
 Rocky Hill, Connecticut 06067-3900  
 Phone: (860) 513-7636  
 Fax: (860) 513-7190

**ORIGINAL**

Steven L. Levine  
 Real Estate Consultant

**RECEIVED**  
 FEB 16 2010

CONNECTICUT  
 SITING COUNCIL

February 16, 2010

Honorable Daniel F. Caruso, Chairman,  
 and Members of the Connecticut Siting Council  
 Connecticut Siting Council  
 10 Franklin Square  
 New Britain, Connecticut 06051

**Re: Request by New Cingular Wireless PCS, LLC for an Order Approving Shared  
 Use of an Approved Municipal Tower Located at 5 Tyler Drive, Franklin,  
 Connecticut**

Dear Chairman Caruso and Members of the Council:

Pursuant to Connecticut General Statutes (C.G.S.) Section 16-50aa, New Cingular Wireless PCS, LLC (“AT&T”) hereby requests an order from the Connecticut Siting Council (“Council”) approving the proposed shared use by AT&T of an approved municipal tower at 5 Tyler Drive, Franklin, Connecticut. AT&T operates under licenses issued by the Federal Communications Commission (“FCC”) to provide cellular and PCS mobile telephone service in New London County, which includes the area to be served by AT&T’s proposed installation.

A copy of this letter is being sent to the 1<sup>st</sup> Selectman of the Town of Franklin.

**Approved Tower Facility**

The Franklin facility will be located on municipal property off CT Rte 32, approximately ½ mile south of CT Rte 207 in North Franklin. The property is presently home to the North Franklin Fire Department, the Franklin Senior Center, and the Franklin Public Library. Tower coordinates (NAD 83) are N 41° 37' 30.8" and W 72° 09' 22.6".

The facility will be owned by the Town of Franklin (“Town”) and managed by Mariner Tower, PO Box 2600, Kennebunkport, ME (“Mariner”), under a management agreement between the Town and Mariner, a copy of which accompanies this Notice.

The tower facility was approved by the local Planning & Zoning Commission on November 17,

2009. A notice of variance permitting AT&T to install a 12 ft x 20 ft shelter was granted on December 22, 2009. A building permit for construction of the facility was issued on February 9, 2010. (All documents attached as exhibits hereto.)

The approved municipal facility will consist of a 180-foot self-supporting lattice tower (overall height with Town whip antennas – 195 feet) within a 70 ft x 70 ft compound surrounded by a chain link fence. The Town of Franklin will utilize the top position of the tower for Police, emergency, and other public safety communications.

### **Proposed Shared Use of the Tower**

AT&T proposes to install up to nine Powerwave 7770.00 dual band panel antennas, or their equivalent, approximately 55 inches in height, on stand-off mounts at a centerline height of 168 feet above ground level. AT&T also proposes to place a 12 ft x 20 ft prefabricated concrete equipment shelter and a 50 KW diesel-powered electric generator for emergency use at the base of the tower.

The proposed diesel electric generator will occupy a 4 x 11 ft concrete pad. For environmental safety, the generator has a double-walled fuel tank with overflow containment and a containment tank alarm. It also has a Level IIA sound-attenuating enclosure for quiet operation. (See attachments.)

Also attached to this Notice are a location map; site plans and tower profiles; electric generator information materials; and a tower design document that demonstrates the tower will be structurally capable of supporting the proposed AT&T telecommunications equipment at 168 feet above ground level. The tower was designed specifically to accommodate AT&T as the first colocator.

### **Statutory Considerations**

AT&T requests the Council to find that the proposed shared use of the tower facility satisfies the criteria stated in C.G.S. §16-50aa, and to issue an order approving the proposed use.

C.G.S. §16-50aa provides that, upon written request for approval of a proposed shared use, “If the Council finds that the proposed shared use of the facility is technically, legally, environmentally and economically feasible and meets public safety concerns, the Council shall issue an order approving such shared use” (C.G.S §16-50aa(c)(1)).

The shared use of the tower satisfies the criteria in C.G.S §16-50aa as follows:

- A. **Technical Feasibility.** The approved municipal tower will be structurally sound and capable of supporting the proposed shared use of the AT&T antennas at 168 feet AGL. The proposed shared use of this tower is therefore technically feasible.

B. **Legal Feasibility.** Under C.G.S §16-50aa, the Council has been authorized to issue an order approving the proposed shared use of a tower facility such as the facility to be located at Tyler Drive in Franklin (C.G.S §16-50aa(c) (1)). Under the authority vested in the Council by C.G.S §16-50aa, an order approving the shared use of the municipal tower would satisfy AT&T's Siting Council obligations and permit it to obtain a building permit for the proposed installation.

C. **Environmental Feasibility.** The proposed shared use of this tower facility would have a minimal environmental effect for the following reasons:

1. The proposed installation would have an insignificant incremental visual impact and would not cause any significant change or alteration in the physical or environmental characteristics of the property. The addition of the proposed antennas would not increase the height of the lattice tower. AT&T's equipment will be housed in an equipment shelter, and all construction will occur in the approved equipment compound.

2. The proposed installation would not increase noise levels at the approved facility by six decibels or more.

3. Operation of the additional antennas will not increase the total radio frequency electromagnetic radiation power density, measured at the tower base, to or above the standard adopted by the State of Connecticut and the FCC. The "worst-case" exposure calculation in accordance with FCC OET Bulletin No. 65 (1997) for a point of interest at the base of the tower is as follows:

Company	Centerline Ht (feet)	Frequency (MHz)	Number of Channels	Power Per Channel (Watts)	Power Density (mW/cm <sup>2</sup> )	Standard Limits (mW/cm <sup>2</sup> )	Percent of Limit
Town of Franklin	187	33	1	100	0.0010	0.2000	0.51
Town of Franklin	187	450	1	100	0.0010	0.3000	0.34
Town of Franklin	187	155.9	1	54	0.0006	0.1040	0.53
AT&T GSM	168	850 Band	4	296	0.0151	0.5867	2.57
AT&T GSM	168	1900 Band	2	427	0.0109	1.0000	1.09
AT&T UMTS	168	850 Band	1	500	0.0064	0.5867	1.09
AT&T UMTS	168	1900 Band	1	500	0.0064	1.0000	0.64
<b>Total</b>							<b>6.8%</b>

<sup>+</sup> Please note that the standard power density equation provided by the Council in its memo of January 22, 2001 incorporates a ground reflection factor of 2.56 (i.e., the square of 1.6) as described in FCC OET Bulletin No. 65.

As the table demonstrates, the cumulative "worst-case" exposure would be approximately 6.8 % of the ANSI/IEEE standard, as calculated for mixed frequency sites. Cumulative power density levels resulting from AT&T's proposed use of the tower facility would thus be well within applicable ANSI/IEEE standards.

4. The proposed installation would not require any water or sanitary facilities, or

generate air emissions or discharges to water bodies. After construction is completed (approximately six weeks), the proposed installation would not generate any vehicular traffic other than periodic maintenance visits. The proposed use of the facility would therefore have a minimal environmental effect, and is environmentally feasible.

- D. **Economic Feasibility.** AT&T has entered into an agreement with the Town of Franklin to share use of the tower. The proposed facility sharing is therefore economically feasible.
- E. **Public Safety Concerns.** As stated above, the approved tower is structurally capable of supporting AT&T's proposed antennas, and radio frequency emissions fall well below State and Federal safety standards. AT&T is not aware of any other public safety concerns relative to the proposed sharing of the tower. In fact, the provision of new or improved wireless coverage in the area is expected to enhance the safety and welfare of Franklin's residents.

### **Conclusion**

For the reasons discussed above, the proposed shared use of the approved municipal tower at Tyler Drive in Franklin satisfies the criteria stated in C.G.S. §16-50aa and advances the General Assembly's and the Council's goal of preventing the proliferation of communication towers in Connecticut. AT&T therefore respectfully requests that the Council issue an order approving the proposed shared use. Thank you for your attention to this matter.

Please feel free to call me at (860) 513-7636 with questions concerning this tower sharing request. Thank you for your consideration in this matter.

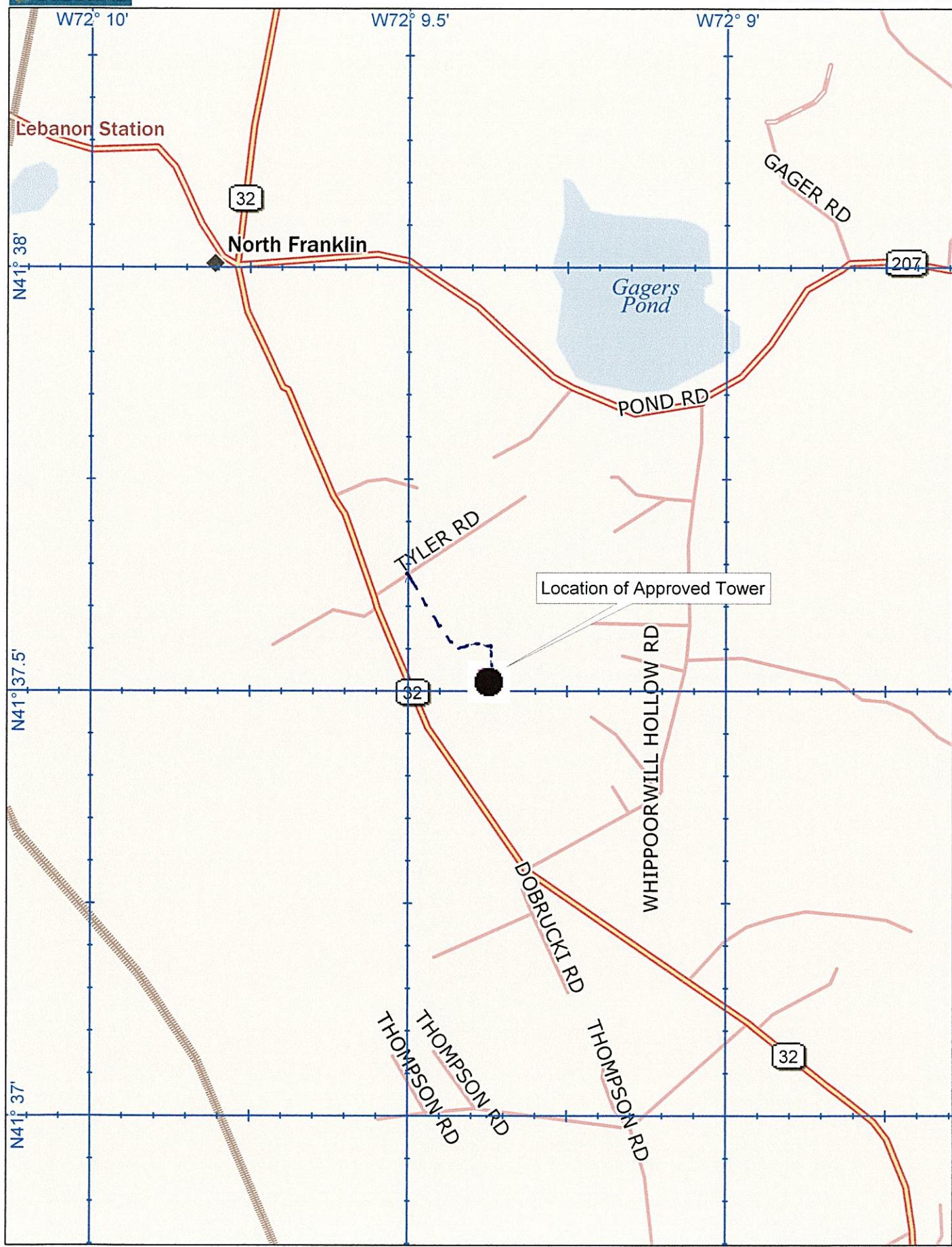
Sincerely,

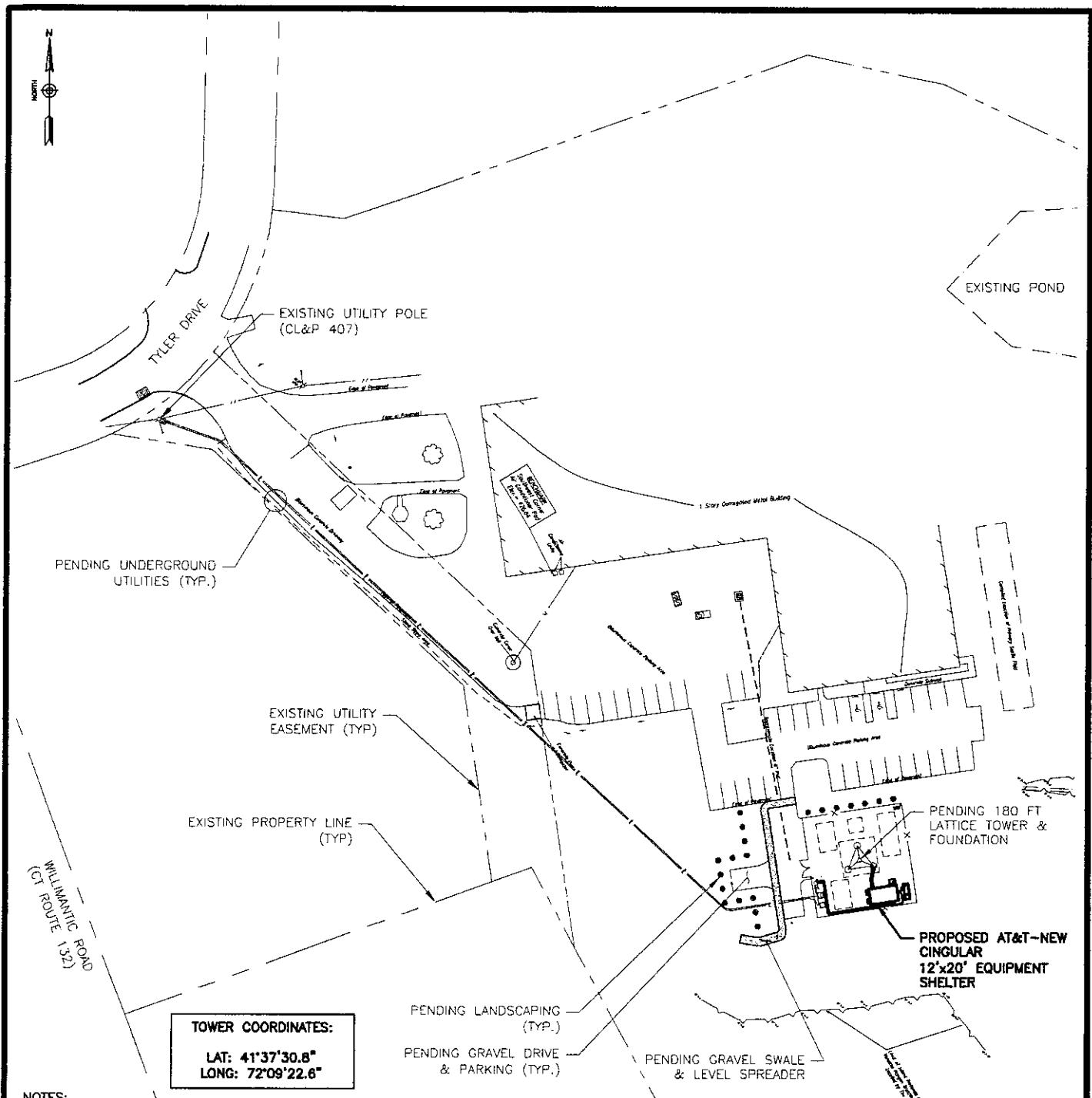


Steven L. Levine  
Real Estate Consultant

cc: Honorable Richard Matters, 1<sup>st</sup> Selectman, Town of Franklin  
Michele G. Briggs, Manager of Real Estate  
Christopher B. Fisher, Esq.

Enclosures

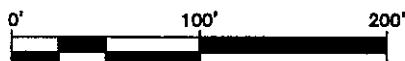




## OVERALL LEASE PLAN

1

SCALE: 1"=100'



**Dewberry®**  
Dewberry-Goodkind, Inc.

A Dewberry Company  
59 Elm Street, Suite 101  
New Haven, CT 06510  
p. (203) 776-2277  
f. (203) 776-2288

Engineers  
Planners  
Surveyors

DGI PROJECT#:  
50013458

REVISION:  
E

DRAWING TITLE:  
**OVERALL LEASE  
PLAN**

**at&t**  
Your world delivered  
**cingular**  
WIRELESS

NEW CINGULAR WIRELESS PCS, LLC  
500 ENTERPRISE DRIVE, ROCKY HILL, CT 06067

DESIGNED BY:  
DU

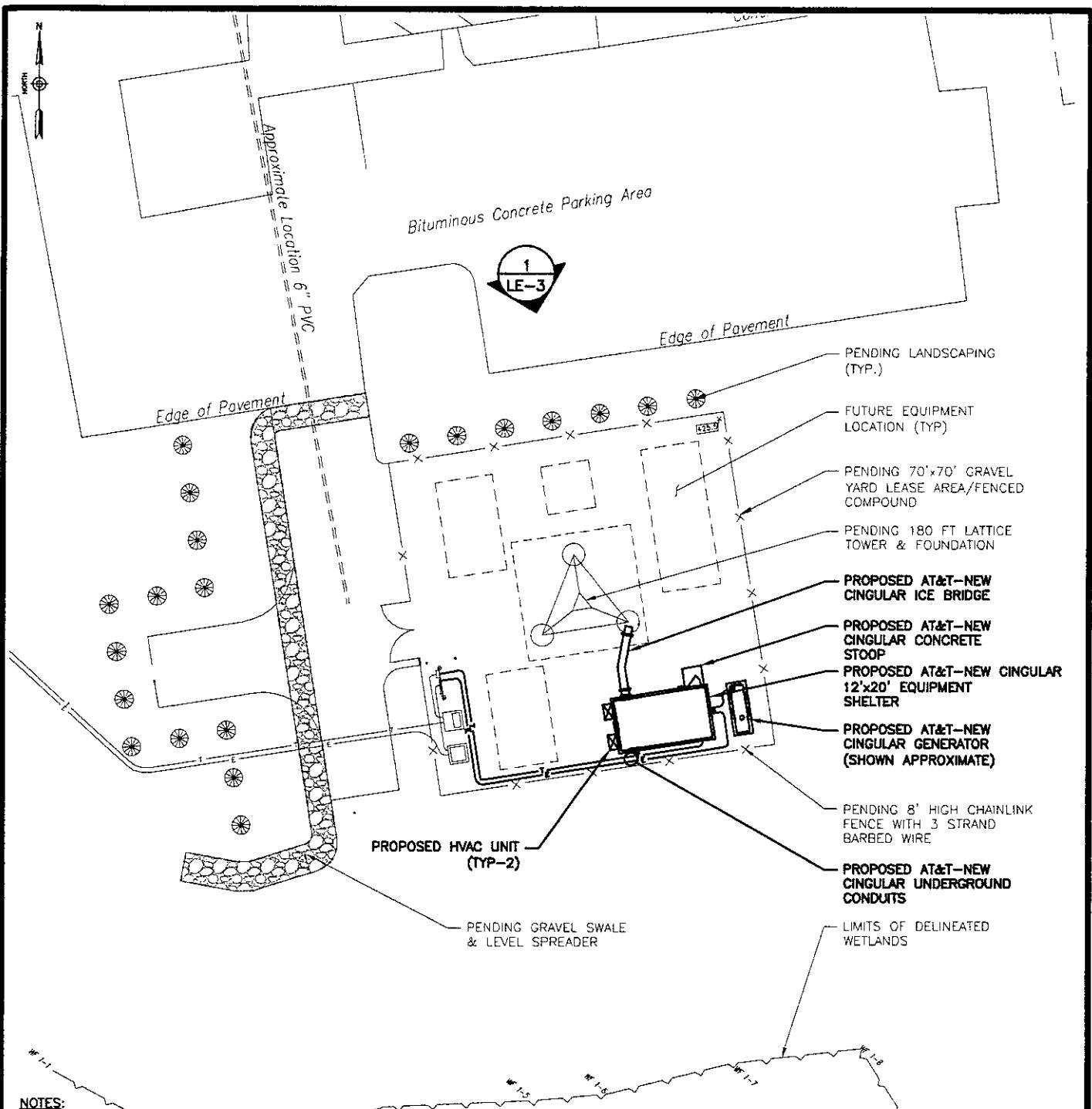
CHECKED BY:  
FDK

DATE:  
07/09/09

SITE: **FRANKLIN**  
5 TYLER DRIVE  
FRANKLIN, CT 06254

SHEET NO.

**LE-1**



**NOTES:**

1. DRAWING IS SCHEMATIC.  
FINAL EQUIPMENT LOCATIONS, ANTENNA TYPES, AND ANTENNA AZIMUTHS  
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3. THIS DOCUMENT IS FOR LEASING PURPOSES ONLY AND SHALL NOT BE  
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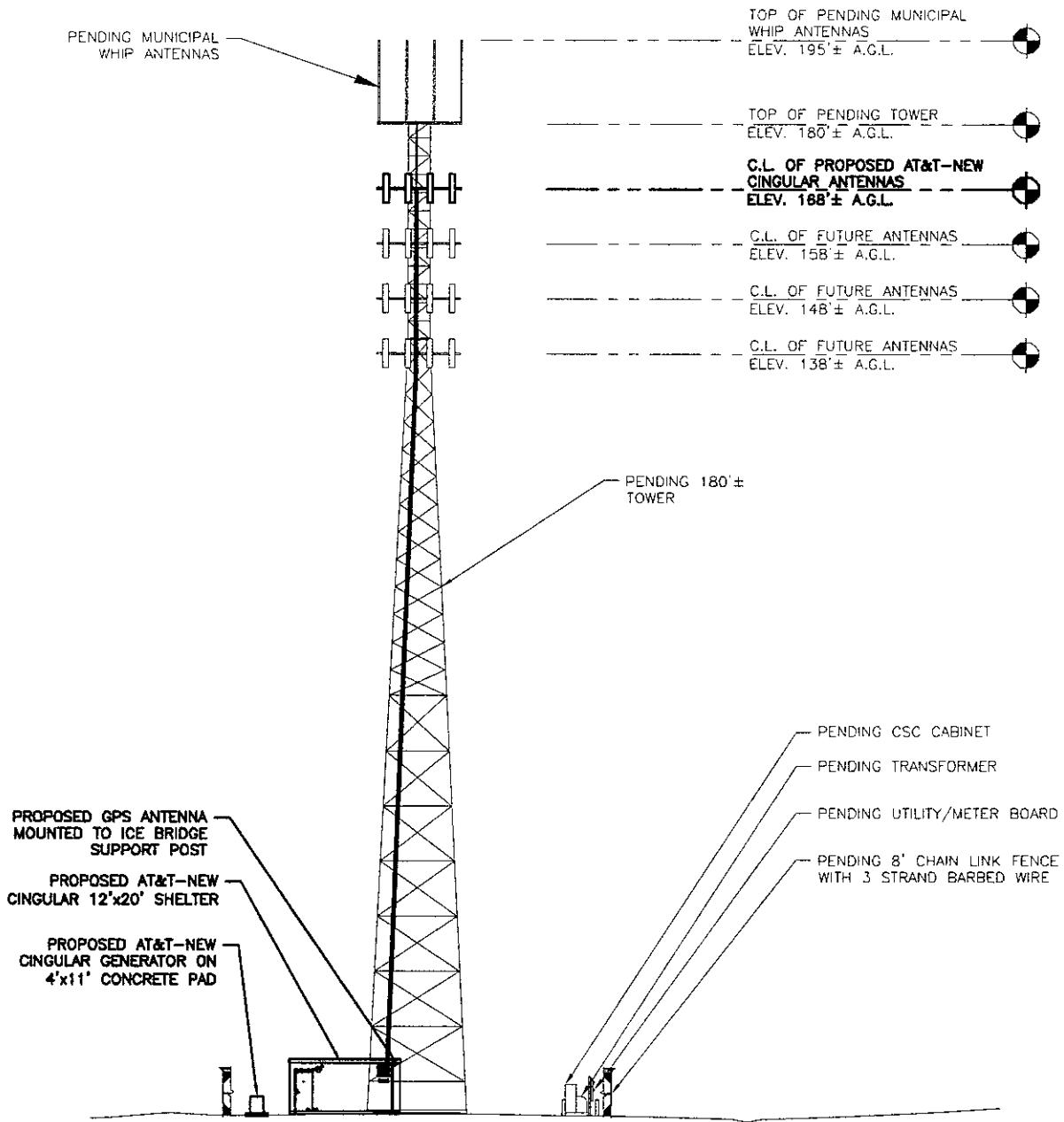
**LEASE PLAN**

1

SCALE: 1"=30'



 <b>Dewberry®</b> <b>Dewberry-Goodkind, Inc.</b> A Dewberry Company 59 Elm Street, Suite 101 New Haven, CT 06510 p. (203) 776-2277 f. (203) 776-2288		DGI PROJECT#: <b>50013458</b>  REVISION: <b>E</b>	DRAWING TITLE: <b>LEASE PLAN</b>	 <b>at&amp;t</b> Your world delivered <b>cingular</b> WIRELESS NEW CINGULAR WIRELESS PCS, LLC 500 ENTERPRISE DRIVE, ROCKY HILL, CT 06067
DESIGNED BY: <b>DU</b>	CHECKED BY: <b>FDK</b>	DATE: <b>07/09/09</b>	SITE: <b>FRANKLIN</b> <b>5 TYLER DRIVE</b> <b>FRANKLIN, CT 06254</b>	SHEET NO. <b>LE-2</b>



**NOTES:**

1. DRAWING IS SCHEMATIC.  
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3. THIS DOCUMENT IS FOR LEASING PURPOSES ONLY AND SHALL NOT BE  
USED FOR CONSTRUCTION.

**ELEVATION**

1

SCALE: 1"-30'

0' 30' 60'

<b>Dewberry®</b> Dewberry-Goodkind, Inc. A Dewberry Company 59 Elm Street, Suite 101 New Haven, CT 06510 p. (203) 776-2277 f. (203) 776-2288		DGI PROJECT#: 50013458	DRAWING TITLE: ELEVATION	 NEW CINGULAR WIRELESS PCS, LLC 500 ENTERPRISE DRIVE, ROCKY HILL, CT 06067
Engineers Planners Surveyors		REVISION: E		
DESIGNED BY: DU	CHECKED BY: FDK	DATE: 07/09/09	SITE: FRANKLIN 5 TYLER DRIVE FRANKLIN, CT 06254	SHEET NO. <b>LE-3</b>



**New Cingular Wireless PCS, LLC**  
500 Enterprise Drive  
Rocky Hill, Connecticut 06067-3900  
Phone: (860) 513-7636  
Fax: (860) 513-7190

**Steven L. Levine**  
Real Estate Consultant

February 16, 2010

Honorable Richard Matters  
1<sup>st</sup> Selectman, Town of Franklin  
7 Meetinghouse Hill Road  
Franklin, CT 06254

**Re: Request by New Cingular Wireless PCS, LLC for an Order Approving Shared Use of an Approved Municipal Tower Located at 5 Tyler Drive, Franklin, Connecticut**

Dear Mr. Matters:

As you know, New Cingular Wireless PCS, LLC ("AT&T") intends to install cellular antennas and equipment at an approved wireless telecommunications tower located at the North Franklin Fire Department off Tyler Drive. Pursuant to the Town's agreement with Mariner Tower II, LLC, the tower will be owned by the Town of Franklin and managed by Mariner. Franklin's P&Z Commission has approved the tower project, and a building permit has been issued to Mariner. AT&T, in turn, has entered into an agreement with the Town for use of the tower.

Pursuant to Connecticut General Statutes Section 16-50aa, AT&T has requested an order approving shared use of the tower from the Connecticut Siting Council.

As required by Section 16-50j-73 of the Regulations of Connecticut State Agencies, we are providing you with copies of this letter and the attached letter to the Siting Council as notice of AT&T's plans.

The accompanying letter fully describes AT&T's proposal. However, if you have any questions or require any further information on our plans or the Siting Council's procedures, please contact the undersigned or Mr. Derek Phelps, Executive Director, Connecticut Siting Council at (860) 827-2935.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Levine".

Steven L. Levine  
Real Estate Consultant

Enclosure

LOCAL APPROVALS

# Building Permit

Town of Franklin

Permit # 2024203-10

Location 5 TYN DRIVE

180' CCR TOWN & ATT COMM UNICOM  
EQUO

9-20-10  
M/ 2-~~10~~-10

Building Official

Post at Job Site (To be visible from road)

## TOWN OF FRANKLIN

ZONING BOARD OF APPEALS (ZBA)  
7 Meetinghouse Hill Rd.  
Franklin, CT 06254

Phone: 1-860-642-7352 Ext. 17  
E-Mail: franklinlanduse@99main.com

### RECORDING OF LAND RECORDS NOTICE OF VARIANCE

January 7, 2009

#### ZBA Variance Application #09-06:

At their Regular Meeting held on Tuesday, December 22, 2009, The Franklin Zoning Board of Appeals, after a duly warned public hearing, granted the following variance under the authority vested in it by Connecticut General Statutes Section 8-6:

PROPERTY OWNER:

Town of Franklin: Mariner Tower – Engineering Firm

PROPERTY DESCRIPTION:

5 Tyler Drive, Assessor's Map 16, Lot 7, Zoned C-2

AUTHORIZING REGULATION:

Planning & Zoning Regulations, Chapter 3, Section 3.6 –

RECORDING

REGULATION VARIED:

1. Section 9.23.5, 14 ft. variance granted for whip

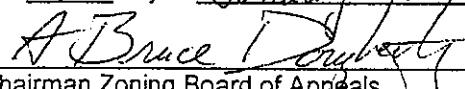
antenna, and;

2. Section 9.23.5.k.i, 100 ft. variance granted for equipment shelter building

**CONDITIONS:** This variance is granted on the basis of the site plan submitted to the Board. Any change in relevant portions of the site plan will invalidate this variance.

1. This variance is contingent upon (a) the obtaining of a zoning permit for the proposed use/structure; and (b) the continued validity of said zoning permit within the terms of Franklin Zoning Regulations Section 3.2.7
2. This variance will not take effect until and unless it is recorded in the Town of Franklin Land Records.
3. Other conditions. None

Dated at Franklin, Connecticut  
this 10 day of January, 2010

  
Chairman Zoning Board of Appeals

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington DC 2050-9410, or call 800-795-3272 (voice) or 202-720-6382 (TDD).



**TOWN OF FRANKLIN**  
**PLANNING & ZONING COMMISSION (PZC)**  
Franklin Town Hall  
7 Meetinghouse Hill Rd.  
Franklin, CT 06254

Phone: 860-642-7352 EXT-17  
Fax: 860-642-6606  
[Franklinlanduse@99.main.com](mailto:Franklinlanduse@99.main.com)

---

November 19, 2009

TO: Town of Franklin  
c/o Richard Matters, First Selectman  
7 Meetinghouse Hill Road  
Franklin, CT 06254

Mariner Tower, II, LLC  
P.O. Box 2600  
Kennebunkport ME 04046

FROM: Franklin Planning & Zoning Commission  
John McGuire, Chairman  
Sherry Pollard, Land Use Office (1-860-642-7352 EXT-17)

**RE: APPLICATION #09-11/ SPECIAL EXCEPTION: COMMUNICATION FACILITY  
INCLUDING A COMMUNICATIONS TOWER**

## NOTICE OF DECISION

At the Regular Meeting of the Franklin Planning & Zoning Commission held November 17, 2009, your proposed special exception for a wireless telecommunications facility for a tract of land (Assessors Map 16, Lot 7) located at the rear of 5 Tyler Drive was received. Please be advised that the Commission voted to approve your application with the following conditions:

1. Site Plan be amended to reflect Zoning Regulations, as follows:

- a. limit equipment storage building to 150 square feet and 8 feet in height
- b. limit whip antennae to four feet in length

No approved special exception shall be effective until a copy of the special exception form is recorded in the land records of the Town of Franklin. A copy of the special exception is available in the office of the Franklin Planning and Zoning Commission.

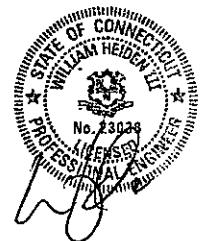
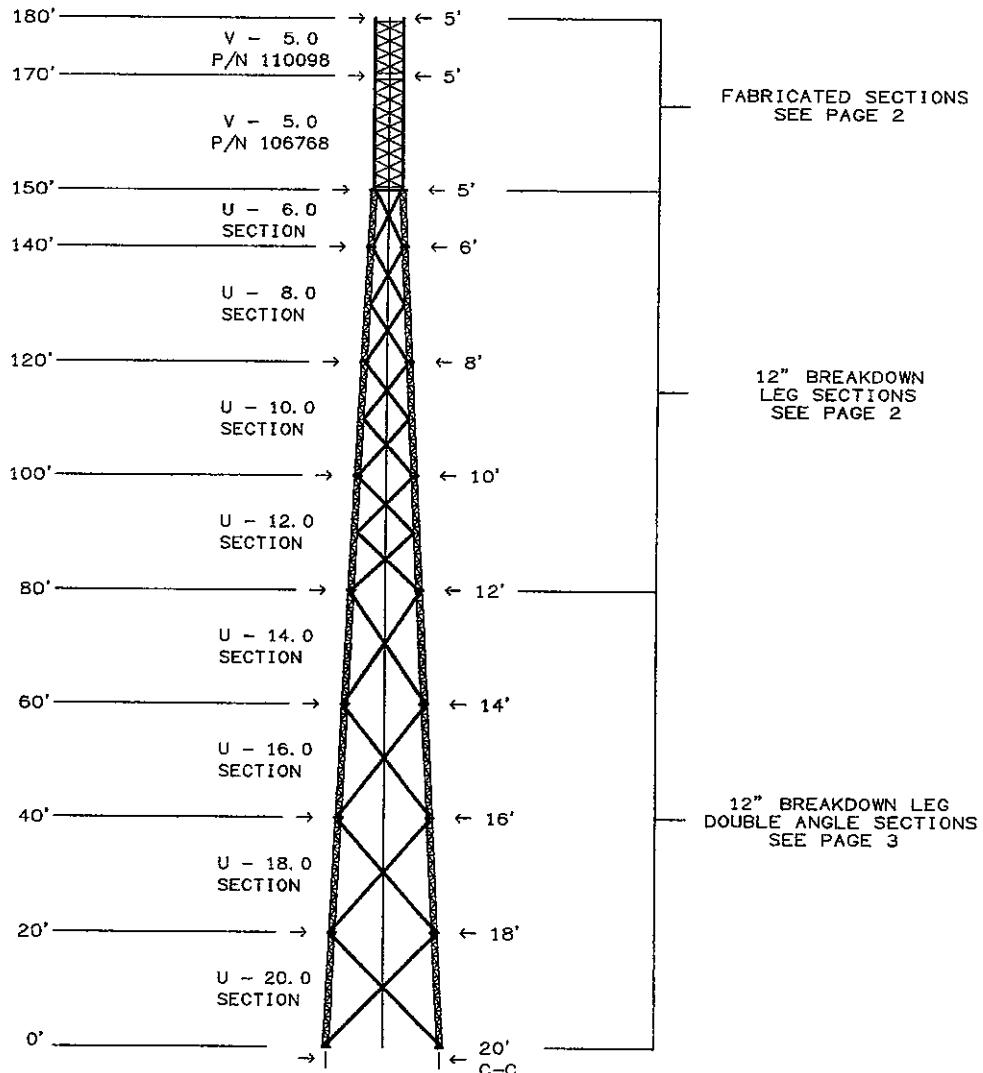
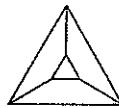
Publication/Notice of Decision/Norwich Bulletin: on or about Friday, November 20, 2009

cc: Franklin First Selectman  
Mariner Tower, II, LLC.

John McGuire, Chairman

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TDD)."

# TOWER DESIGN



FEB 4 2010

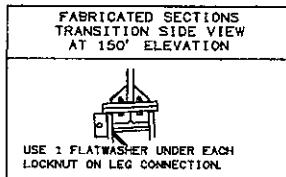
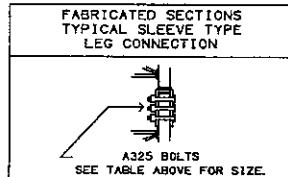
William R. Heiden III, CT Professional Engineer #23038

MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20.0 X 180'

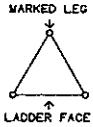
B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C. O. A. PEC 797	valmont
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG. WRH 2/4/2010	
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND. N/A	
VALMONT STRUCTURES IS A DIVISION OF VALMONT INDUSTRIES, INC. ENGINEERING PROVIDED BY PIROD, INC., WHOLLY OWNED BY VALMONT INDUSTRIES, INC.				COPYRIGHT 2010	
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				F-1012899	PAGE 1 OF 12

FABRICATED SECTION DATA 150' - 180' ELEVATION							
SECT LEN	SEC #	SECTION PART#	LEG SIZE	BRACE SIZE	SECT WT.	BOLTS AT BOTTOM DIAM	LENGTH
10'	V- 5.0	110098	1- 3/4"	7/8"	1275#	5/8"	4" 12
20'	V- 5.0	105768	1- 3/4"	7/8"	1344#		0

\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.



FABRICATED SECTIONS  
GENERAL SECTION ASSEMBLY  
TOP VIEW



THE MARKED LEG OF EACH SECTION IS  
STAMPED WITH THE 8 DIGITS OF THE  
TOWER SERIAL #. ASSEMBLE THE TOWER  
WITH MARKED LEGS TOGETHER. THE  
MARKED LEG MAY ALSO CONTAIN JOINT  
NUMBERS STARTING WITH 1 AT THE TOP  
OF THE BASE SECTION. IF SO, ERECT  
WITH JOINTS IN THE PROPER SEQUENCE.

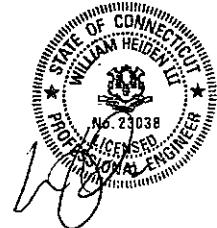
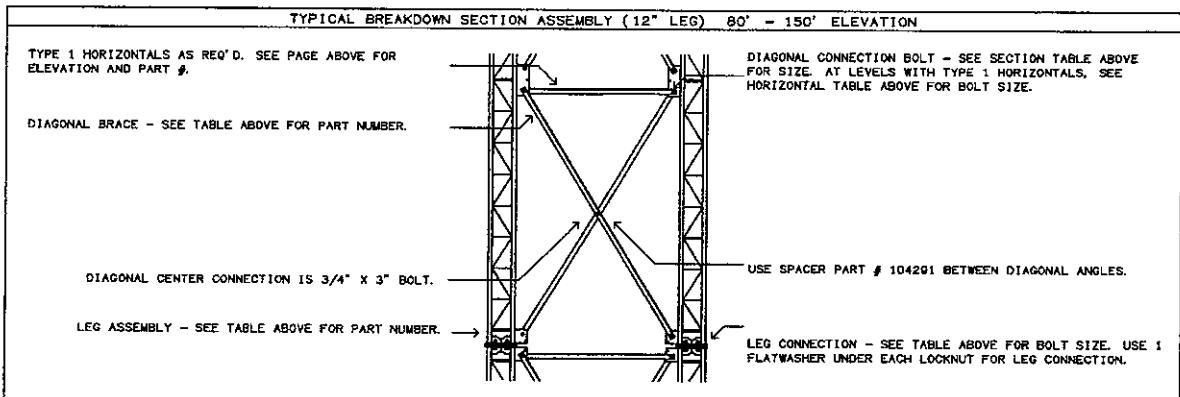
BREAKDOWN SECTION DATA (12" LEG) 80' - 150' ELEVATION									
SEC #	SECTION LENGTH	LEG SIZE	TOP PART#	DIAG BOT PART#	DIAG TOP PART#	DIAGONAL ANGLE	SECTION FACE	THICK	TYPE
U- 5.0	10'	1- 1/2"	211177		105556	2-1/2"	3/16"	1"	1261#
U- 6.0	20'	1- 1/2"	207629	105559	105562	3"	3/16"	1"	2352#
U-10.0	20'	1- 3/4"	195537	105565	105568	3"	3/16"	1"	2794#
U-12.0	20'	1- 3/4"	195557	105572	105575	3"	5/16"	1"	3288#

\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.

\*\* SEE ANGLE HORIZONTAL DATA TABLE FOR BOLT SIZE AT LEVELS WITH TYPE 1 HORIZONTALS.

+ USE 1 FLATWASHER UNDER EACH LOCKNUT, FOR LEG CONNECTION ONLY.

ANGLE HORIZONTAL DATA (12" LEG)					
HORIZ HT	IN SEC#	HORIZ PART#	TYPE	BOLTS	DIAM LENGTH
150	U- 6.0	105939	1	1	3-1/2"



William R. Heiden III, CT Professional Engineer #23038

VALMONT STRUCTURES IS A DIVISION OF VALMONT INDUSTRIES, INC. ENGINEERING PROVIDED BY PIROD, INC., WHOLLY OWNED BY VALMONT INDUSTRIES, INC.	MARINER TOWER FRANKLIN TYLER DRIVE, CT U-20.0 X 180'	
	CONNECTICUT C.O.A. PEC. 797	valmont
APPROVED/ENG. WRH	2/4/2010	STRUCTURES
APPROVED/FOUND. N/A		1-877-457-4563 1-833-379-9191 Salem, OR
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From: F1012899.DFT - 02/03/2010 11:38	PAGE	2 OF 12
Printed from 229642_0200.DWG - 02/03/2010 11:37		
Archive		
F-1012899		

BREAKDOWN SECTION LEG DATA (12" LEG WITH DOUBLE ANGLES) 0' - 80' ELEVATION

SECTION			LEG		LEG CONNECT @ BOTTOM+		
#	MODEL	LENGTH	WEIGHT*	SIZE	PART #	DIAM	LENGTH
4	U-14. 0	20'	4557#	2 "	211843	1 "	5" 12
3	U-16. 0	20'	5177#	2- 1/4 "	208334	1 "	5" 12
2	U-18. 0	20'	5849#	2- 1/2 "	208335	1 "	5" 12
1	U-20. 0	20'	5894#	2- 1/2 "	208335		

\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.

+ QUANTITY IS PER LEG. USE 1 FLATWASHER UNDER EACH LOCKNUT.

BREAKDOWN SECTION DIAGONAL DATA (12" LEG WITH DOUBLE ANGLES) 0' - 80' ELEVATION

SECTION			DIAGONAL PART #		DIAG ANGLE		DIAG END BOLT		DIAG CENTER & SPACER BOLT		CENTER PLATE		SPACER
#	MODEL	UPPER	LOWER	LONG	FACE	THICK	DIAM	LENGTH	DIAM	LENGTH	PART #	PART #	**
4	U-14. 0	211923	211924	211953	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	6
3	U-16. 0	211925	211926	211954	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	6
2	U-18. 0	211927	211928	211955	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	6
1	U-20. 0	211929	211930	211956	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8

\* QUANTITY IS PER PANEL PER FACE.

TYPICAL BREAKDOWN SECTION ASSEMBLY (12" LEG WITH DOUBLE ANGLES) 0' - 80' ELEVATION

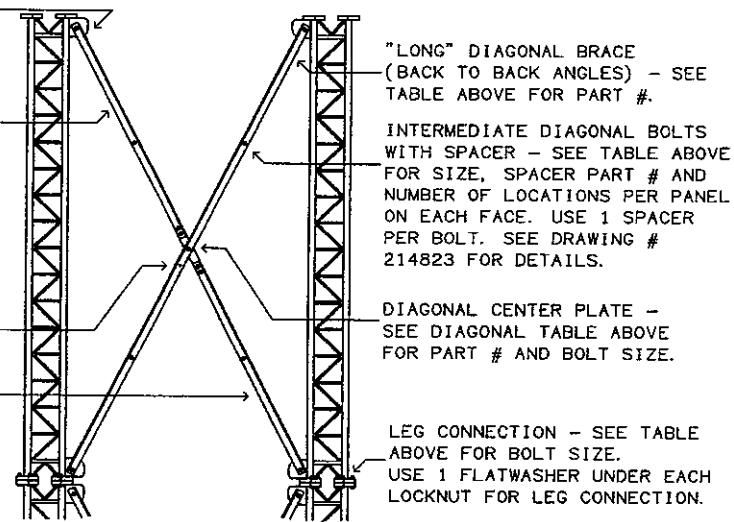
DIAGONAL END BOLTS -  
SEE DIAGONAL TABLE ABOVE  
FOR SIZE.

"UPPER" DIAGONAL BRACES  
(BACK TO BACK ANGLES) - SEE  
TABLE ABOVE FOR PART #.

**ATTENTION ERECTOR: DO NOT  
LIFT 12" SINGLE PANEL LEG  
SECTIONS! DAMAGE TO THE LEGS  
AND DIAGONALS MAY RESULT!**

THIS HOLE REMAINS OPEN.

"LOWER" DIAGONAL BRACES  
(BACK TO BACK ANGLES) - SEE  
TABLE ABOVE FOR PART #.



William R. Heiden III, CT Professional Engineer #23038

MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20. 0 X 180'

CONNECTICUT C.O.A. PEC. 797

APPROVED/ENG. WRH 2/4/2010

APPROVED/FOUND.N/A

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GENERAL NOTES

1. TOWER DESIGN CONFORMS TO STANDARD TIA-222-G UTILIZING AN 110 MPH 3-SEC GUST BASIC WIND SPEED WITH A STRUCTURE CLASS OF II, TOPOGRAPHIC CATEGORY OF 1 AND EXPOSURE C CRITERIA WITH NO ICE.
2. TOWER DESIGN CONFORMS TO STANDARD TIA-222-G UTILIZING AN 40 MPH 3-SEC GUST BASIC WIND SPEED WITH A STRUCTURE CLASS OF II, TOPOGRAPHIC CATEGORY OF 1 AND EXPOSURE C CRITERIA WITH .75" RADIAL ICE.
3. NO TWIST AND SWAY LIMITATIONS SPECIFIED OR USED FOR THIS TOWER.
4. MATERIAL: (A) SOLID RODS TO ASTM A572 GRADE 50, (B) ANGLES TO ASTM A36, (C) PIPE TO ASTM A500 GRADE B, (D) STEEL PLATES TO ASTM A36, (E) CONNECTION BOLTS TO ASTM A325 OR ASTM A449 (Fu=120 KSI AND Fy=92 KSI) AND ANCHOR BOLTS TO ASTM F1554 (Fu=150 KSI AND Fy=105 KSI).
5. BASE REACTIONS PER TIA-222-G FOR 110 MPH BASIC WIND SPEED WITH NO ICE (REACTIONS INCLUDE TIA-222-G LOAD FACTORS): TOTAL WEIGHT = 63.0 KIPS. MAXIMUM COMPRESSION = 572.0 KIPS PER LEG. MOMENT = 9544.0 KIP-FT. MAXIMUM UPLIFT = 528.0 KIPS PER LEG. MAXIMUM SHEAR = 85.0 KIPS TOTAL.
6. BASE REACTIONS PER TIA-222-G FOR 40 MPH BASIC WIND SPEED WITH 0.75" RADIAL ICE (REACTIONS INCLUDE TIA-222-G LOAD FACTORS): TOTAL WEIGHT = 226.0 KIPS. MOMENT = 1477.0 KIP-FT. MAXIMUM SHEAR = 14.0 KIPS TOTAL.
7. FINISH: ALL BOLTS ARE GALVANIZED IN ACCORDANCE WITH ASTM A153 (HOT DIPPED) OR ASTM B695 CLASS 50 (MECHANICAL). ALL OTHER STRUCTURAL MATERIALS ARE GALVANIZED IN ACCORDANCE WITH ASTM A233.
8. ANTENNAS: 180'-(1) FIRE SIREN 12" X 24" WITH (1) 1-1/2" LINE  
180'-(4) DB222 ON (4) 6" SIDE ARMS WITH (4) 7/8" LINES  
168'-(12) ANT-QPAZHM65, (9) ETW190VS12UB AND (9) RFS ACU-A2ON ON (3) 12' V-FRAMES WITH (18) 1-5/8" AND (1) 1-1/2" LINES  
160'-(12) DR65-19-XDOPA ON (3) 12' V-FRAMES WITH (15) 1-5/8" LINES  
148'-(12) RWA-80017, (8) ETW190VS12UB AND (8) RFS ACU-A2ON ON (3) 12' V-FRAMES WITH (18) 1-5/8" AND (1) 1-1/2" LINES  
138'-(12) SC8014 ON (3) 12' V-FRAMES WITH (18) 1-5/8" LINES  
128'-(12) DR65-19-XDOPA ON (3) 12' V-FRAMES WITH (15) 1-5/8" LINES  
100'-(2) RFS SPF4 WITH (2) 1-1/4" LINES
9. NOTE: (A) ELEVATIONS ARE TO THE BOTTOM OF THE ANTENNAS EXCEPT FOR MICROWAVE DISHES, WHICH ARE TO THE CENTERLINE.
10. REMOVE FOUNDATION TEMPLATE PRIOR TO ERECTING TOWER. INSTALL BASE SECTION WITH MINIMUM OF 2" CLEARANCE ABOVE CONCRETE. SEE BASE SECTION PLACEMENT PAGE FOR MORE INFORMATION. PACK NON-SHRINK STRUCTURAL GROUT UNDER BASE SECTION AFTER LEVELING TOWER.
11. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS D1.1 SPECIFICATIONS.
12. THIS DRAWING DOES NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, SEQUENCES AND PROCEDURES.
13. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTIONS ARE INSTALLED.
14. ALL STRUCTURAL BOLTS ARE TO BE TIGHTENED TO A SNUG TIGHT CONDITION AS DEFINED BY AISC SPECIFICATION UNLESS OTHERWISE NOTED.
15. ATTENTION TOWER ERECTOR: COAT ALL BOLT ASSEMBLIES THAT USE PIN LOCK NUTS WITH ZINC RICH COLD GALVANIZING COMPOUND AFTER FINAL TIGHTENING.
16. TIA-222-G GROUNDING FOR TOWER.



William R. Heiden III, CT Professional Engineer #23038

				MARINER TOWER FRANKLIN TYLER DRIVE, CT U-20.0 X 180'			
				CONNECTICUT C. O. A. PEC. 797			
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG.	WRH	2/4/2010	
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	N/A		
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## FOUNDATION NOTES

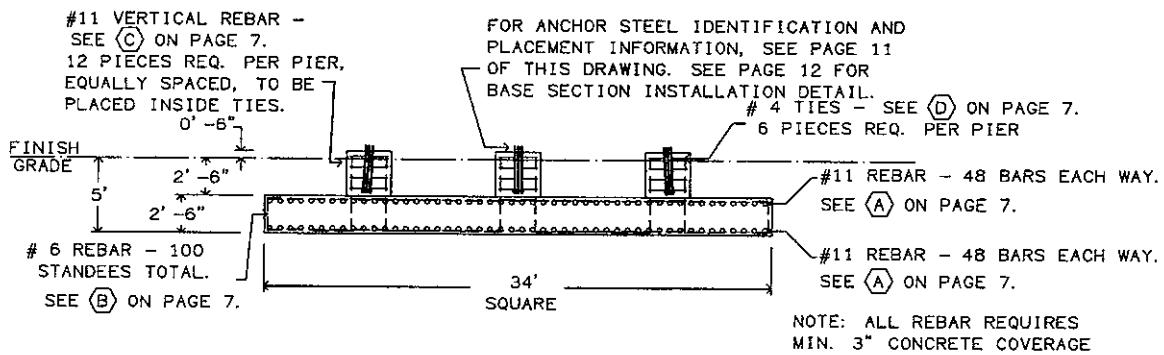
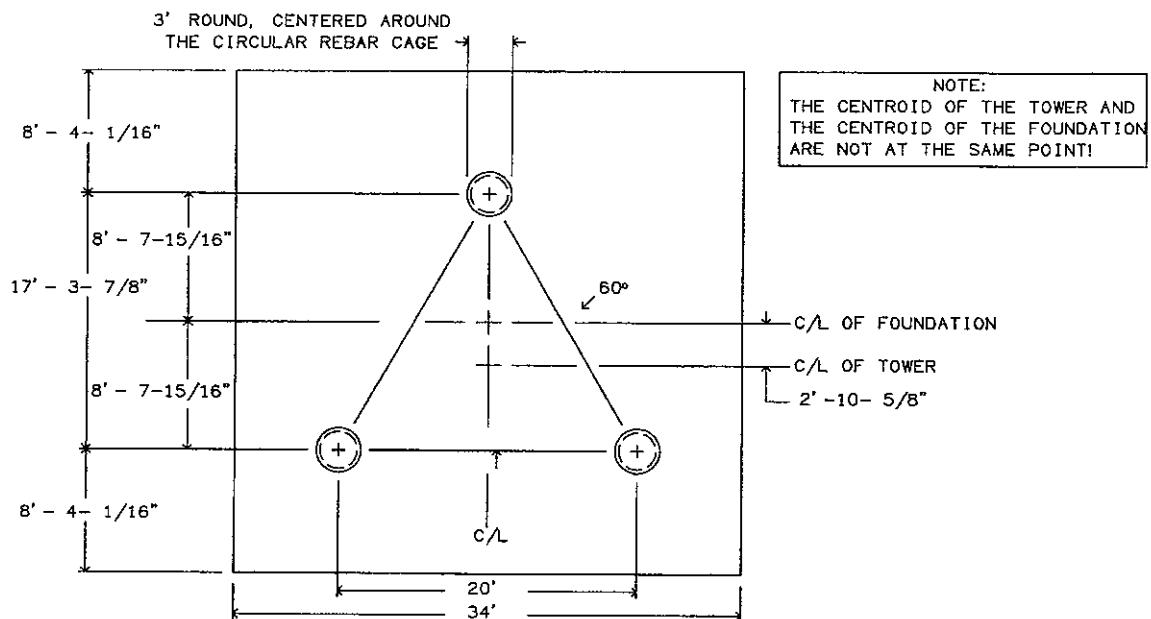
ALTERNATE FOUNDATION #1

1. SOIL AS PER REPORT BY TERRACON, DATED 12/31/08 (PROJECT# J2093222)
2. CONCRETE TO BE 4500 PSI @ 28 DAYS. REINFORCING BAR TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 (2002) BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR NOT PERMITTED.
3. A COLD JOINT IS PERMISSIBLE UPON CONSULTATION WITH PYROD. ALL COLD JOINTS SHALL BE COATED WITH BONDING AGENTS PRIOR TO SECOND POUR.
4. ALL FILL SHOULD BE PLACED IN LOOSE LEVEL LIFTS OF NO MORE THAN 8" THICK. FILL MATERIALS SHOULD BE CLEAN AND FREE OF ORGANIC AND FROZEN MATERIALS OR ANY OTHER DELETERIOUS MATERIALS. COMPACT FILL TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D1557.
5. BENDING, STRAIGHTENING OR REALIGNING (HOT OR COLD) OF THE ANCHOR BOLTS BY ANY METHOD IS PROHIBITED.
6. CROWN TOP OF FOUNDATION FOR PROPER DRAINAGE.
7. FOUNDATION IS TO BEAR ON INSITU BEDROCK AT APPROXIMATELY 5' BELOW GRADE. THE BEARING SURFACE IS TO BE FREE OF ANY LOOSE MATERIAL & SUBSEQUENTLY INSPECTED BY A QUALIFIED ON-SITE GEOTECHNICAL ENGINEER.
8. PNEUMATIC HAMMERS, RIPPERs, AND/OR BLASTING MAY BE REQUIRED TO REMOVE MATERIAL FROM THE EXCAVATION.
9. THE FOUNDATION MUST BEAR ENTIRELY ON COMPETENT BEDROCK. THE FOUNDATION IS NOT TO BEAR ON ANY COMBINATION OF SOIL AND BEDROCK AS THIS MAY CAUSE EXCESSIVE DIFFERENTIAL SETTLEMENT.
10. ANY SOFT OR UNSTABLE SUBGRADE SOILS DETECTED DURING THE EXCAVATION SHOULD BE REMOVED AND REPLACED WITH COMPAKTED FILL.
11. GRADE THE SITE TO DRAIN AWAY FROM FOUNDATION.



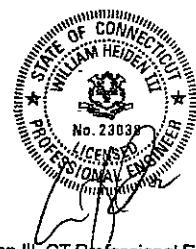
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**ALTERNATE FOUNDATION #1**

109.4 CUBIC YARDS CONCRETE REQUIRED  
FOR INSTALLATION SPECIFICATIONS AND  
ADDITIONAL INFORMATION, SEE PAGE 5  
OF THIS DRAWING.



William R. Heiden III, CT Professional Engineer #23038

				MARINER TOWER FRANKLIN TYLER DRIVE, CT U-20.0 X 180'			
B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C. O. A. PEC.797			
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG. WRH	2/4/2010		
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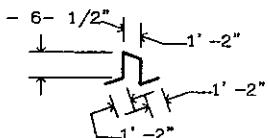
1-888-288-5191 Salem, OR

(A)

33' - 6" #11 REBAR - 192 PIECES REQ. TOTAL  
APPROX WT = 178.0# EACH, 34176# TOTAL

REBAR SUPPORTS MAY CONSIST OF ANY ACCEPTABLE MEANS OF SECURELY SUPPORTING THE TOP REINFORCEMENT GRID ABOVE THE BOTTOM REINFORCEMENT GRID WHILE MAINTAINING A SEPARATION OF 2' (OUTSIDE REBAR TO OUTSIDE REBAR).

(B)

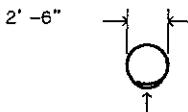


# 6 REBAR - 100 PIECES REQUIRED TOTAL  
TYPE 26 STANDEE PLACED BETWEEN REBAR  
GRIDS ON NOMINAL 4' SPACING THROUGHOUT  
APPROX UNBENT LENGTH = 6' - 5 - 3/4"  
APPROX WT = 9.7# EACH, 970# TOTAL

(C)

2' - 7 - 1/8"  
7 - 1/8" RAD.  
5' #11 REBAR - 36 PIECES REQUIRED TOTAL  
APPROX UNBENT LENGTH = 7' - 4 - 1/8"  
APPROX WT = 39.0# EACH, 1404# TOTAL

(D)



# 4 REBAR - 18 PIECES REQUIRED TOTAL  
APPROX UNBENT LENGTH = 9' - 3 - 3/4"  
APPROX WT = 6.2# EACH, 112# TOTAL

LAP DIMENSION: 1' - 5 - 1/2"  
PLACE CIRCULAR TIES SO THAT LAPS ON  
ADJACENT TIES ARE 180 DEGREES APART.  
PLACE ONE TIE AT TOP OF PAD AND TWO  
TIES AT TOP OF PIER REBAR. EQUALY  
SPACE REMAINING TIES ALONG PIER.

**ALTERNATE FOUNDATION #1**

**REBAR DETAIL**

TOTAL APPROX REBAR WEIGHT = 36662#  
REINFORCING BAR TO CONFORM TO  
ASTM A615 GRADE 60 SPECIFICATIONS.



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William R. Heiden III, CT Professional Engineer #23038

MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20.0 X 180'

B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C.O.A. PEC. 797	
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG. WRH	2/4/2010
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND. WRH	2/4/2010
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FOUNDATION NOTES

**ALTERNATE FOUNDATION #2**

1. SOIL AS PER REPORT BY TERRACON, DATED 12/31/09 (PROJECT# J2095222)
2. CONCRETE TO BE 4500 PSI @ 28 DAYS. REINFORCING BAR TO CONFORM TO ASTM A815 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 (2002) BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR NOT PERMITTED.
3. A COLD JOINT IS PERMISSIBLE UPON CONSULTATION WITH PIROD. ALL COLD JOINTS SHALL BE COATED WITH BONDING AGENTS PRIOR TO SECOND POUR.
4. ALL FILL SHOULD BE PLACED IN LOOSE LEVEL LIFTS OF NO MORE THAN 8" THICK. FILL MATERIALS SHOULD BE CLEAN AND FREE OF ORGANIC AND FROZEN MATERIALS OR ANY OTHER DELETERIOUS MATERIALS. COMPACT FILL TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D1557.
5. BENDING, STRAIGHTENING OR REALIGNING (HOT OR COLD) OF THE ANCHOR BOLTS BY ANY METHOD IS PROHIBITED.
6. CROWN TOP OF FOUNDATION FOR PROPER DRAINAGE.
7. FOUNDATION IS TO BEAR ON IN SITU BEDROCK AT APPROXIMATELY 5' BELOW GRADE. THE BEARING SURFACE IS TO BE FREE OF ANY LOOSE MATERIAL & SUBSEQUENTLY INSPECTED BY A QUALIFIED ON-SITE GEOTECHNICAL ENGINEER.
8. PNEUMATIC HAMMERS, RIPPERS, AND/OR BLASTING MAY BE REQUIRED TO REMOVE MATERIAL FROM THE EXCAVATION.
9. THE FOUNDATION MUST BEAR ENTIRELY ON COMPETENT BEDROCK. THE FOUNDATION IS NOT TO BEAR ON ANY COMBINATION OF SOIL AND BEDROCK AS THIS MAY CAUSE EXCESSIVE DIFFERENTIAL SETTLEMENT.
10. ANY SOFT OR UNSTABLE SUBGRADE SOILS DETECTED DURING THE EXCAVATION SHOULD BE REMOVED AND REPLACED WITH COMPAKTED FILL.
11. GRADE THE SITE TO DRAIN AWAY FROM FOUNDATION.

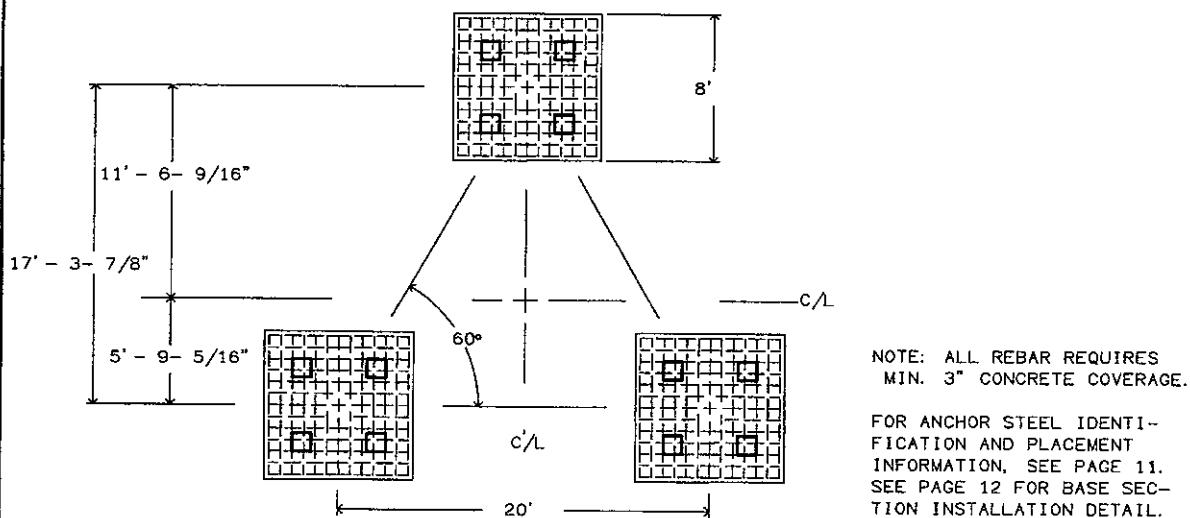


William R. Heiden III, CT Professional Engineer # 23038

				MARINER TOWER FRANKLIN TYLER DRIVE, CT U-20.0 X 180'			
B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C. O. A. PEC. 797			
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG.	WRH	2/4/2010	
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	WRH	2/4/2010	
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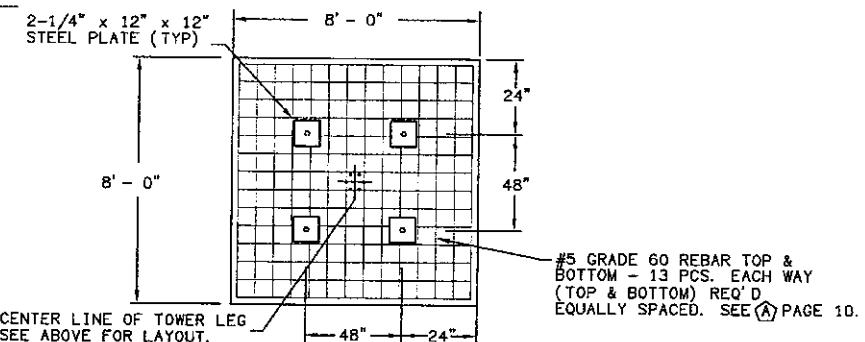
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TOP VIEW



DETAIL A: TOP VIEW

TOP AND SIDE VIEWS ARE DRAWN TO DIFFERENT SCALES



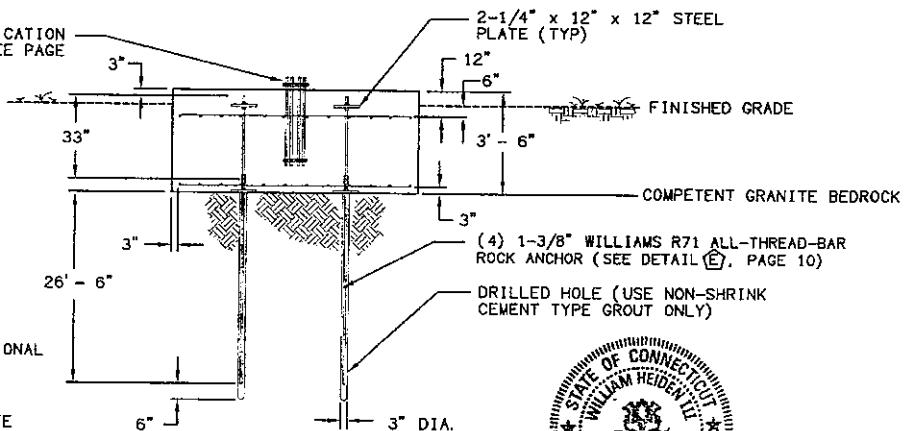
DETAIL B: SIDE VIEW

FOR ANCHOR STEEL IDENTIFICATION PLACEMENT INFORMATION, SEE PAGE 11 OF THIS DRAWING.

NOTES:

FOR INSTALLATION SPECIFICATIONS & ADDITIONAL INFORMATION SEE PAGE 8 OF THIS DRAWING.

A MINIMUM OF 3" CONCRETE COVERAGE IS REQUIRED ON ALL REBAR.



ALTERNATE FOUNDATION #2

THREE REQUIRED  
8.3 CY CONCRETE PER BLOCK

William R. Heiden III, CT Professional Engineer #23038

MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20.0 X 180'

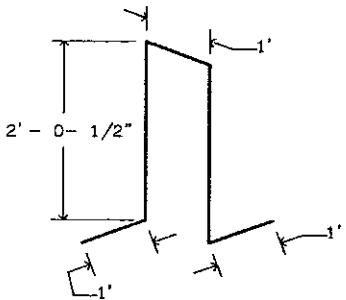
B	ADDED ROCK BOLT DETAILS	M.S.	02/04/2010	CONNECTICUT C.O.A. PEC 797	valmont
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG. WRH 2/4/2010	
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(A)

7' - 6"

# 5 REBAR - 156 PIECES REQ. TOTAL  
APPROX WT = 7.8# EACH, 1217# TOTAL

(B)



REBAR SUPPORTS MAY CONSIST OF ANY  
ACCEPTABLE MEANS OF SECURELY SUPPORTING  
THE TOP REINFORCEMENT GRID ABOVE THE  
BOTTOM REINFORCEMENT GRID WHILE MAIN-  
TAINING A SEPARATION OF 2' - 3"  
(OUTSIDE REBAR TO OUTSIDE REBAR).

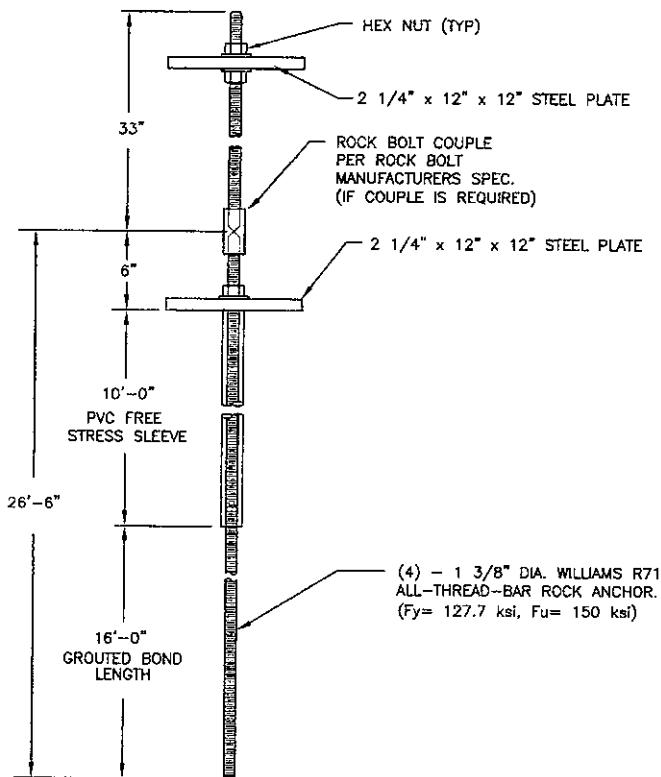
# 5 REBAR - 27 PIECES REQUIRED TOTAL  
TYPE 26 STANDEE PLACED BETWEEN REBAR  
GRIDS ON NOMINAL 4' SPACING THROUGHOUT  
APPROX UNBENT LENGTH = 7' - 1"  
APPROX WT = 7.4# EACH, 200# TOTAL

### ALTERNATE FOUNDATION #2

#### REBAR DETAIL

TOTAL APPROX REBAR WEIGHT = 1417#  
REINFORCING BAR TO CONFORM TO  
ASTM A615 GRADE 60 SPECIFICATIONS.

#### DETAIL (E) : ROCK ANCHOR ASSEMBLY



ROCK BOLT ASSEMBLY  
4 BOLTS PER FOUNDATION  
(SUPPLIED BY OTHERS)

#### INSTALLATION NOTES:

1. DRILL HOLES SHOULD BE CLEAR OF DEBRIS BEFORE GROUTING.
2. GROUT IS TO BE NON-SHRINK CEMENT TYPE GROUT WITH COMPRESSIVE STRENGTH GREATER THAN OR EQUAL TO 5,000 psi.
3. USE WILLIAMS R71 ALL-THREAD BAR PRESTRESSABLE ROCK ANCHOR, 1 3/8" DIA. ( $F_y = 127.7$  ksi,  $F_u = 150$  ksi)
4. DRILL HOLE TO 39'-0" BELOW TOP OF ROCK, INSERT FREE STRESSING (PVC) SLEEVE TO A DEPTH OF 20'-9", GROUT ENTIRE LENGTH AND ALLOW GROUT TO FULLY CURE. PROOF LOAD BOLT TO 168 kips, RELEASE TENSION TO 127 kips AND LEAVE TENSIONED. GROUT ENTIRE LENGTH & REPEAT FOR ALL BOLTS.
5. GROUTING TECHNIQUES AND GROUT CURE TIMES ARE TO BE DETERMINED BY THE MANUFACTURER OF THE ROCK BOLT.
6. ROCK ANCHOR TESTING IS TO CONFORM TO THE SPECIFICATION BY THE POST TENSIONING INSTITUTE: "RECOMMENDATIONS FOR PRESTRESSED SOIL & ROCK ANCHORS", SECTION 8.3.3 "PROOF TESTS", COPYRIGHT 1996. THE TEST LOAD REFERRED TO IN THIS SECTION IS TO BE INCREASED FROM (1.33  $F_u$ ) TO (1.40  $F_u$ ). PROOF & LOCK-OFF LOADS ARE BURDEN ABOVE. (SEE NOTE 4)



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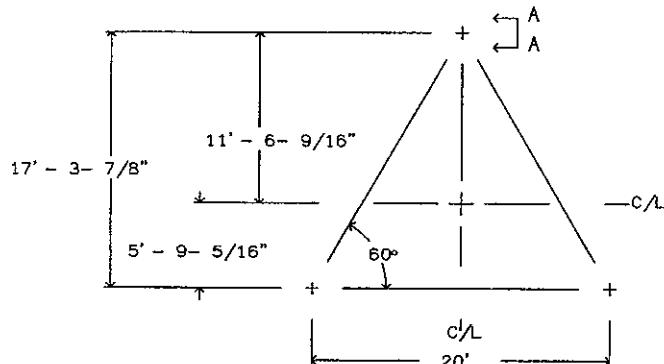
MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20. 0 X 180'

B	ADDED ROCK BOLT DETAILS	M.S.	02/04/2010	CONNECTICUT C. O. A. PEC. 797	
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG.	WRH 2/4/2010
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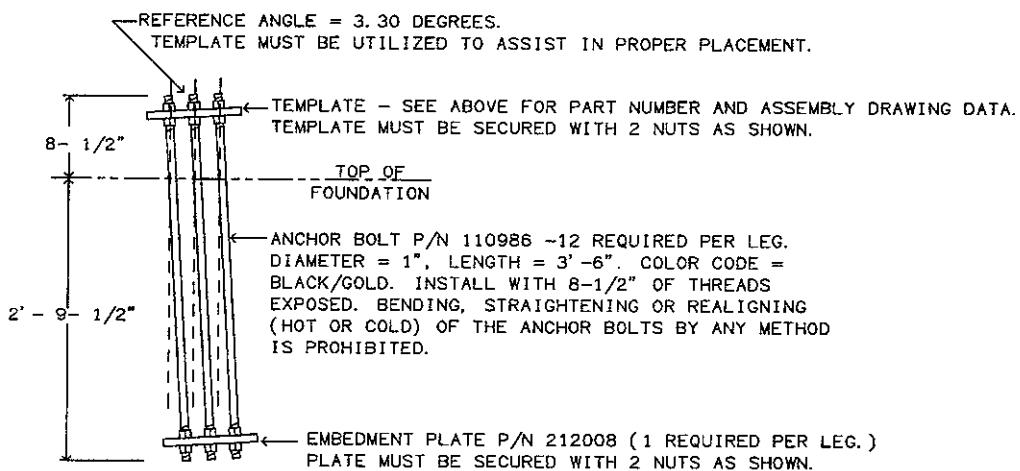
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TEMPLATE ASSEMBLY P/N 211879  
INCLUDES CORNER PLATE P/N 211902,  
IS REQUIRED FOR INSTALLATION AND  
MUST BE PLACED AS SHOWN. SEE  
DRAWING # 211875 FOR TEMPLATE  
ASSEMBLY DETAILS. SEE PAGE 6 FOR  
TOWER C/L LOCATION RELATIVE TO  
THE FOUNDATION LAYOUT. TEMPLATE  
PLACEMENT +/- 3". EACH LEG MUST  
BE CENTERED IN PIER WITHIN +/-  
10% OF PIER DIAMETER. TEMPLATE  
MUST BE LEVEL +/- 1 DEGREE.  
INSTALL TEMPLATE WITH SUFFICIENT  
SPACE BENEATH (2" MINIMUM) TO  
PERMIT FINISHING OF CONCRETE AND  
TO FACILITATE TEMPLATE REMOVAL  
PRIOR TO TOWER ERECTION.

SEE PAGE 12 FOR BASE SECTION  
INSTALLATION DETAIL.

TOWER ANCHOR STEEL PLACEMENT - TOP VIEW



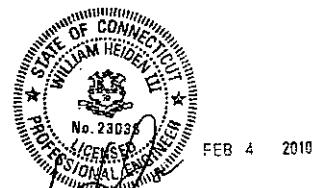
VIEW A - A - ANCHOR BOLT INSTALLATION DETAIL (NOT TO SCALE)

ATTENTION CONTRACTOR INSTALLING THE ANCHOR BOLTS!

1" DIAMETER ANCHOR BOLTS FOR TAPERED TOWER.

VERIFY THE PART NUMBERS AND SIZES FOR ALL COMPONENTS ON THIS PAGE AND PAGE 12.

IF THERE ARE ANY DISCREPANCIES, PLEASE NOTIFY PIROD, INC. PRIOR TO INSTALLATION!!



William R. Heiden III, CT Professional Engineer #23038

MARINER TOWER  
FRANKLIN TYLER DRIVE, CT  
U-20.0 X 180'

B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C.O.A. PEC. 797
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG. WRH 2/4/2010
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND. WRH 2/4/2010
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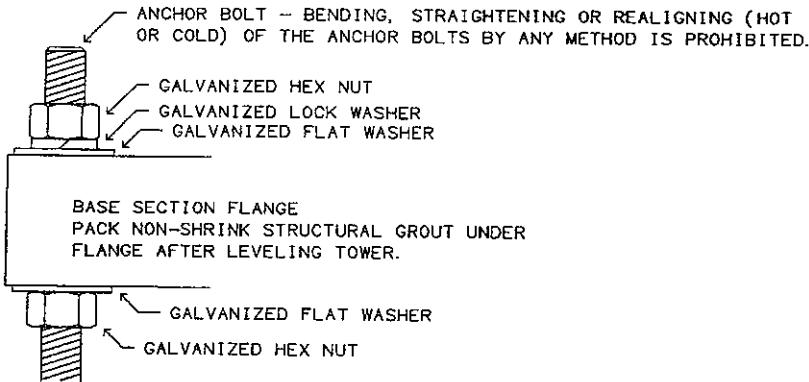
**valmont**   
STRUCTURES

147/4954-1/3 Plymouth, RI

1-888-483-9191 Salem, OR

STRUCTURES

11 OF 12



BASE SECTION INSTALLATION DETAIL



William R. Heiden II, CT Professional Engineer #23038

				MARINER TOWER FRANKLIN TYLER DRIVE, CT U-20. 0 X 180'			
B	ADDED ROCK BOLT DETAILS	M_S	02/04/2010	CONNECTICUT C.O.A. PEC. 797			
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	02/04/2010	APPROVED/ENG.	WRH	2/4/2010	
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	WRH	2/4/2010	
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				ENG. FILE NO. A-124782-			DRAWING NO.
				ARCHIVE	F-1012899		229642
						PAGE	12 OF 12

**valmont** 

1-877-461-4763 Plymouth, NH  
1-888-260-9191 Salem, OR

STRUCTURES

## EMERGENCY POWER GENERATOR

Steve Levine

---

**From:** Paul Breece [PBreece@generac.com]  
**Sent:** Tuesday, May 06, 2008 2:51 PM  
**To:** Levine, Steven  
**Cc:** Randy Berry  
**Subject:** 50kW Generac Generator Info  
**Attachments:** 2.4LSound.pdf; 50kW.Install drawing.0G8480-1.pdf; SD50 2.4 PADLAYOUT.pdf; SD50.2.4Lcutsheet.0176480SBY.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Steve. Randy Berry requested that I follow-up with you on some of these requested drawings. Please see the attachments. The install drawing details the fuel/fill containment box and the emergency venting for the fuel tank. Below is a brief description of the fuel tank:

Factory, preassembled tank is a U.L. 142 listed double-wall diesel, sub-base fuel tank with a fuel level indicating gauge; containment tank alarm; low-fuel switch w/alarm; exterior emergency vent; 5-gallon overflow spill containment and alarm (high fuel level); flex fuel-line connections to/from tank. The total tank capacity is a minimum of 189 useable gallon capacity (210 actual -Expansion room is designed in). Fuel Consumption is as follows: At 75% load = 3.3 gal/hr (57 hrs)

Don't hesitate to ask if you need anything else.

Respectfully,

Paul Breece, Jr.  
Generac Power Systems, Inc  
AT&T National Accounts Manager  
(414) 339-3483

## Steve Levine

---

**From:** Tom Allain [Tom.Allain@SAI-Comm.com]  
**Sent:** Thursday, April 03, 2008 3:16 PM  
**To:** Detch, Rich; Bilezikian, Dan; David Gale; Jonathan McNeal; Mason, Kevin; Eric Campbell; Shawn Hancock  
**Subject:** Gen specs  
**Attachments:** AT&T.60kWinstalldrawing.diesel.0g6090-a.pdf; AT&T Diesel 3.0L PAD LAYOUT.pdf; image001.gif

Pads will need to be 4 X 11 to accommodate fuel tank.

Regards,  
Tom Allain



SAI Communications  
184-A Rockingham Rd.  
Londonderry, NH 03053  
e-mail [tom.allain@SAI-comm.com](mailto:tom.allain@SAI-comm.com)  
603-305-5641

# SD050

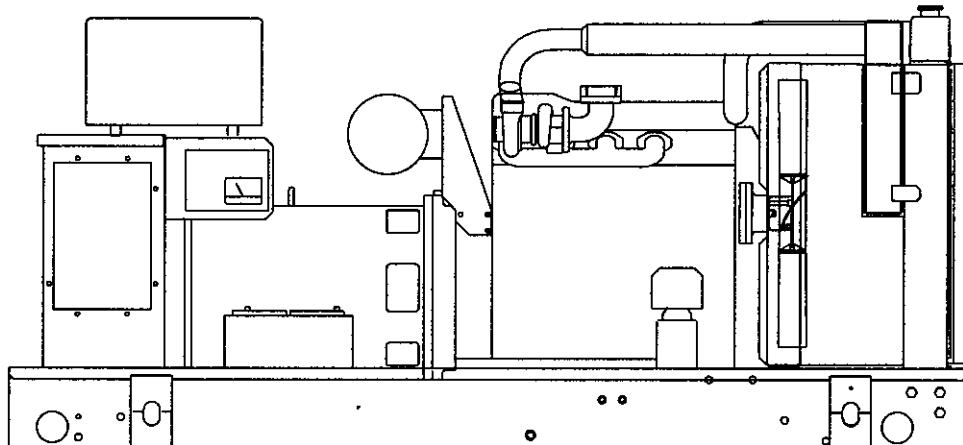
## Liquid Cooled Diesel Engine Generator Sets

Standby Power Rating

50KW 60 Hz / 50KVA 50 Hz

Prime Power Rating

44KW 60 Hz / 44KVA 50 Hz



Power Matched

**GENERAC 2.4DTA ENGINE**

Turbocharged/Aftercooled

Tier III Compliant

## FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC's success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
  - ✓ PROTOTYPE TESTED
  - ✓ SYSTEM TORSIONAL TESTED
  - ✓ ELECTRO-MAGNETIC INTERFERENCE
  - ✓ NEMA MG1 EVALUATION
  - ✓ MOTOR STARTING ABILITY
  - ✓ SHORT CIRCUIT TESTING
  - ✓ UL COMPLIANCE AVAILABLE
- **SOLID-STATE, FREQUENCY COMPENSATED DIGITAL VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides

optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine.

- **SINGLE SOURCE SERVICE RESPONSE** from Generac's dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component. You are never on your own when you own a GENERAC POWER SYSTEM.
- **ECONOMICAL DIESEL POWER.** Low cost operation due to modern diesel engine technology. Better fuel utilization plus lower cost per gallon provide real savings.
- **LONGER ENGINE LIFE.** Generac heavy-duty diesels provide long and reliable operating life.
- **GENERAC TRANSFER SWITCHES, SWITCHGEAR AND ACCESSORIES.** Long life and reliability is synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems, accessories, switchgear and controls for total system compatibility.

**GENERAC®**  
POWER SYSTEMS, INC.

# APPLICATION & ENGINEERING DATA

SD050

## GENERATOR SPECIFICATIONS

TYPE	Four-pole, revolving field
ROTOR INSULATION	Class H
STATOR INSULATION	Class H
TOTAL HARMONIC DISTORTION	<3%
TELEPHONE INTERFERENCE FACTOR (TIF)	<50
ALTERNATOR	Self-ventilated and drip-proof
BEARINGS (PRE-LUBED & SEALED)	1
COUPLING	Direct, Flexible Disc
LOAD CAPACITY (STANDBY)	100%
LOAD CAPACITY (PRIME)	110%

**NOTE:** Emergency loading in compliance with NFPA 99, NFPA 110. Generator rating and performance in accordance with ISO8528-5, BS5514, SAE J1349, ISO3046 and DIN6271 standards.

## VOLTAGE REGULATOR

TYPE	Full Digital
SENSING	3 Phase
REGULATION	± 1/4%
FEATURES	Built into H-100 Control Panel, V/F Adjustable Adjustable Voltage and Gain

## GENERATOR FEATURES

- Revolving field heavy duty generator
- Quiet drive coupling
- Operating temperature rise 120°C above a 40°C ambient
- Insulation is Class H rated at 150°C rise
- All prototype models have passed three phase short circuit testing

## CONTROL PANEL FEATURES

- TWO FOUR LINE LCD DISPLAYS READ:
  - Voltage (all phases)
  - Power factor
  - kVAR
  - Engine speed
  - Run hours
  - Fault history
  - Coolant temperature
  - Low oil pressure shutdown
  - Overvoltage
  - Low coolant level
  - Exercise speed
  - Not in auto position (flashing light)
- INTERNAL FUNCTIONS:
  - I<sup>2</sup>T function for alternator protection from line to neutral and line to line short circuits
  - Emergency stop
  - Programmable auto crank function
  - 2 wire start for any transfer switch
  - Communicates with the Generac HTS transfer switch
  - Built-in 7 day exerciser
  - Adjustable engine speed at exerciser
  - RS232 port for GenLink<sup>®</sup> control
  - RS485 port remote communication
  - Canbus addressable
  - Governor controller and voltage regulator are built into the master control board
  - Temperature range -40°C to 70°C

## ENGINE SPECIFICATIONS

MAKE	GENERAC/DEERE
MODEL	4024HF285B
ENGINE FAMILY	8JDXL03.0113
CYLINDERS	4
DISPLACEMENT	2.4 Liter (149 cu.in.)
BORE	86 mm (3.4 in.)
STROKE	105 mm (4.1 in.)
COMPRESSION RATIO	18:1
INTAKE AIR	Turbocharged/Aftercooled
NUMBER OF MAIN BEARINGS	5
CONNECTING RODS	4-Drop Forged Steel
CYLINDER HEAD	Cast Iron
PISTONS	4-Aluminum Alloy
CRANKSHAFT	Die Forged, Induction Hardened Steel

### VALVE TRAIN

LIFTER TYPE	Solid
INTAKE VALVE MATERIAL	Heat Resistant Steel
EXHAUST VALVE MATERIAL	Heat Resistant Steel
HARDENED VALVE SEATS	Replaceable

### ENGINE GOVERNOR

<input checked="" type="checkbox"/> ELECTRONIC	Standard
FREQUENCY REGULATION, NO-LOAD TO FULL LOAD	Isochronous
STEADY STATE REGULATION	±0.25%

### LUBRICATION SYSTEM

TYPE OF OIL PUMP	Gear
OIL FILTER	Full flow, Cartridge
CRANKCASE CAPACITY	7.5 qts.

### COOLING SYSTEM

TYPE OF SYSTEM	Pressurized, Closed Recovery
WATER PUMP	Pre-Lubed, Self-Sealing
TYPE OF FAN	Pusher
NUMBER OF FAN BLADES	6
DIAMETER OF FAN	.560 mm (22 in.)
COOLANT HEATER	120V, 1000 W

### FUEL SYSTEM

FUEL	#2D Fuel (Min Cetane #40) (Fuel should conform to ASTM Spec.)
FUEL FILTER	5 Micron
FUEL INJECTION PUMP	Bosch
FUEL PUMP	Mechanical
INJECTORS	Unit Type Multi-Hole, Nozzle
ENGINE TYPE	Pre-combustion
FUEL LINE (Supply)	6.35 mm (0.25 in.)
FUEL RETURN LINE	6.35 mm (0.25 in.)

### ELECTRICAL SYSTEM

BATTERY CHARGE ALTERNATOR	20 Amps at 12 V
STARTER MOTOR	12 V
RECOMMENDED BATTERY	12 Volt, 90 A.H., 27F
GROUND POLARITY	Negative

Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). Prime (Unlimited Running Time): Applicable for supplying electric power in lieu of commercially purchased power. Prime power is the maximum power available at variable load. A 10% overload capacity is available for 1 hour in 12 hours. (All ratings in accordance with BS5514, ISO3046, ISO8528 and DIN6271).

SD050

## OPERATING DATA

	STANDBY SD050	PRIME SD050			
		Rated AMP		Rated AMP	
<b>GENERATOR OUTPUT VOLTAGE/KW-60Hz</b>					
120/240V, 1-phase, 1.0 pf	50	208	44	183	
120/208V, 3-phase, 0.8 pf	50	173	44	153	
120/240V, 3-phase, 0.8 pf	50	150	44	133	
277/480V, 3-phase, 0.8 pf	50	75	44	66	
600V, 3-phase, 0.8 pf	50	60	44	53	
<b>GENERATOR OUTPUT VOLTAGE/KVA-50Hz</b>					
110/220V, 1-phase, 1.0 pf	40	182	35	159	
115/200V, 3-phase, 0.8 pf	50	144	44	127	
100/200V, 3-phase, 0.8 pf	50	144	44	127	
231/400V, 3-phase, 0.8 pf	50	72	44	63	
<b>MOTOR STARTING KVA</b>					
Maximum at 35% instantaneous voltage dip with standard alternator; 50/60 Hz	<b>208/240/416V</b> 82/100	<b>480V</b> 93/113	<b>208/240/416V</b> 82/100	<b>480V</b> 93/113	
<b>FUEL</b>					
Fuel consumption—60 Hz	Load gal./hr. liters/hr.	<b>25%</b> 1.12 4.25	<b>50%</b> 2.19 8.3	<b>75%</b> 3.21 12.13	<b>100%</b> 4.16 15.76
Fuel consumption—50 Hz	liters/hr.	0.9	1.75	2.56	3.33
Fuel pump lift	liters/hr.	3.4	6.64	9.71	12.61
		40"			
<b>COOLING</b>					
Coolant capacity	System - US gal. (lit.)	4.5 (17.0)			
	Engine - US gal. (lit.)	2.75 (10.4)			
Coolant flow/min.	60 Hz - US gal. (lit.)	28 (106)			
	50 Hz - US gal. (lit.)	23 (87)			
Heat rejection to coolant 60 Hz full load	BTU/hr.	135,900			
Heat rejection to coolant 50 Hz full load	BTU/hr.	115,500			
Inlet air	60 Hz - cfm (m <sup>3</sup> /min.)	7500 (212.4)			
	50 Hz - cfm (m <sup>3</sup> /min.)	6225 (176.3)			
Max. air temperature to radiator	°C (°F)	60 (140)			
Max. ambient temperature	°C (°F)	50 (122)			
<b>COMBUSTION AIR REQUIREMENTS</b>					
Flow at rated power	60 Hz - cfm (m <sup>3</sup> /min.)	166 (4.7)			
	50 Hz - cfm (m <sup>3</sup> /min.)	140 (4.0)			
<b>EXHAUST</b>					
Exhaust flow at rated output 60 Hz - cfm (m <sup>3</sup> /min.)		448 (12.7)			
	50 Hz - cfm (m <sup>3</sup> /min.)	380 (10.8)			
Max recommended back pressure	inches Hg	2.2			
Exhaust temperature 60 Hz (full load)	°F (°C)	1044 (562)			
Exhaust outlet size		2.5" O.D. Turbo			
<b>ENGINE</b>					
Rated RPM	60 Hz / 50 Hz	1800 / 1500			
HP at rated KW	60 Hz / 50 Hz	79 / 64			
Piston speed	60 Hz - ft./min. (m/min.)	1536 (1230)			
	50 Hz - ft./min. (m/min.)	1279 (1025)			
BMEP	60 Hz / 50 Hz - psi	189 / 181			
<b>DERATION FACTORS</b>					
Temperature		25			
	6.7% for every 10°C above - °C	77			
	4.0% for every 10°F above - °F				
Altitude	0.8% for every 100 m above - m	1067			
	2.6% for every 1000 ft. above - ft.	3500			

# STANDARD ENGINE & SAFETY FEATURES

SD050

- High Coolant Temperature Automatic Shutdown
- Low Coolant Level Automatic Shutdown
- Low Oil Pressure Automatic Shutdown
- Overspeed Automatic Shutdown (Solid-state)
- Crank Limiter (Solid-state)
- Oil Drain Extension
- Radiator Drain Extension
- Factory-Installed Cool Flow Radiator
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Rubber-Booted Engine Electrical Connections
- Coolant Heater
- Secondary Fuel Filter

- Fuel Lockoff Solenoid
- Stainless Steel Flexible Exhaust Connection
- Battery Charge Alternator
- Battery Cables
- Battery Tray
- Vibration Isolation of Unit to Mounting Base
- 12 Volt, Solenoid-activated Starter Motor
- Air Cleaner
- Fan Guard
- Control Console
- Radiator Duct Adaptor
- Ischronous Governor

## OPTIONS

### ■ OPTIONAL COOLING SYSTEM ACCESSORIES

- 208/240V Coolant Heater

### ■ OPTIONAL FUEL ACCESSORIES

- Flexible Fuel Lines
- UL Listed Fuel Tanks
- Base Tank Low Fuel Alarm
- Primary Fuel Filters

### ■ OPTIONAL EXHAUST ACCESSORIES

- Critical Exhaust Silencer

### ■ OPTIONAL ELECTRICAL ACCESSORIES

- 2A Battery Charger
- 10A Dual Rate Battery Charger
- Battery, 12 Volt, 135 A.H.

### ■ OPTIONAL ALTERNATOR ACCESSORIES

- Alternator Upsizing
- Alternator Strip Heater
- Alternator Tropicalization
- Voltage Changeover Switch
- Main Line Circuit Breaker

### ■ CONTROL CONSOLE OPTIONS

- Digital Controller H100 (Bulletin 0172110SBY)

### ■ ADDITIONAL OPTIONAL EQUIPMENT

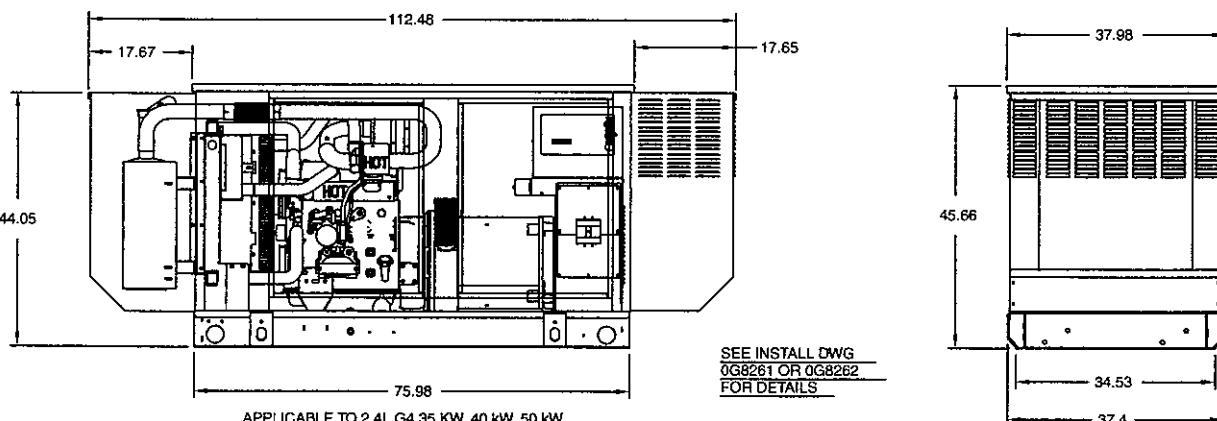
- Automatic Transfer Switch
- Remote Relay Panels
- Unit Vibration Isolators
- Oil Make-Up System
- Oil Heater
- 5 Year Warranties
- Export Boxing
- GenLink® Communications Software

### ■ OPTIONAL ENCLOSURE

- Weather Protective
- Sound Attenuated
- Aluminum and Stainless Steel
- Enclosed Muffler

Distributed by:

Design and specifications subject to change without notice. Dimensions shown are approximate. Contact your Generac dealer for certified drawings. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.

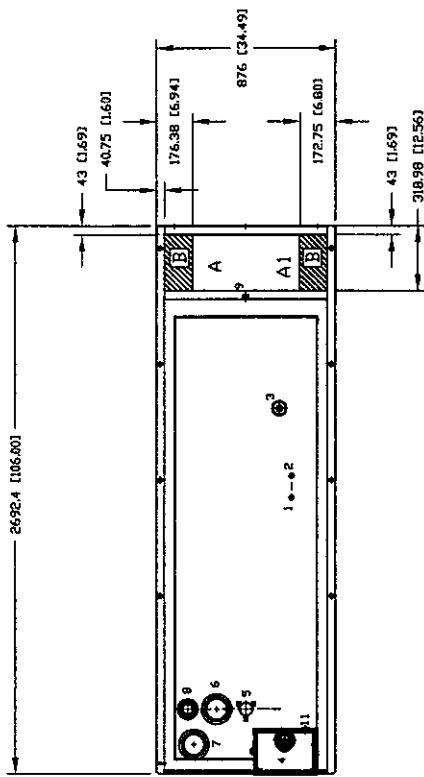


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GENERAC® POWER SYSTEMS, INC. • P.O. BOX 8 • WAUKESHA, WI 53187

262/544-4811 • FAX 262/544-4851

SD50PAD



FUEL GROUP		PROVIDING FUNCTION	
ITEM	TANK FITTING	ITEM	TANK FITTING
1	3/8" NPT COUPLING		FUEL RETURN
2	3/8" NPT COUPLING		FUEL SUPPLY
3	1 1/4" NPT FLANGE		FUEL SENSOR
4	2" NPT YIELD FLANGE		FUEL FILTRATION
5	4" NPT YIELD FLANGE		MECH. FUEL LEVEL
6	4" NPT YIELD FLANGE		INNER EMERGENCY VENT
7	4" NPT YIELD FLANGE		OUTER EMERGENCY VENT
8	2" NPT YIELD FLANGE		VENT
9	1 1/2" NPT COUPLING		LEAK DETECTION SWITCH
10	1 1/2" NPT COUPLING		RUPTURE LEAK DETECTION
11	1 1/2" NPT COUPLING		OVERFILL LEAK DETECTION

**RECOMMENDED FUEL/ELECTRICAL STUD-UPS  
(SEE TOP VIEW)**

DESCRIPTION	INSIDE BASE
AC LOAD LEAD CONDUIT (RIGHT)	A
AC LOAD LEAD CONDUIT (LEFT)	A'
ADDITIONAL STUB UP AREA FOR 120VAC GFCI OUTLET (STANDARD BLADE HEATER, BATTERY CHARGER, AND OTHER 120 VAC (UP TO 1500W))	B

AT&T 2,4 JOHN DEERE 50KW PAD LAYOUT

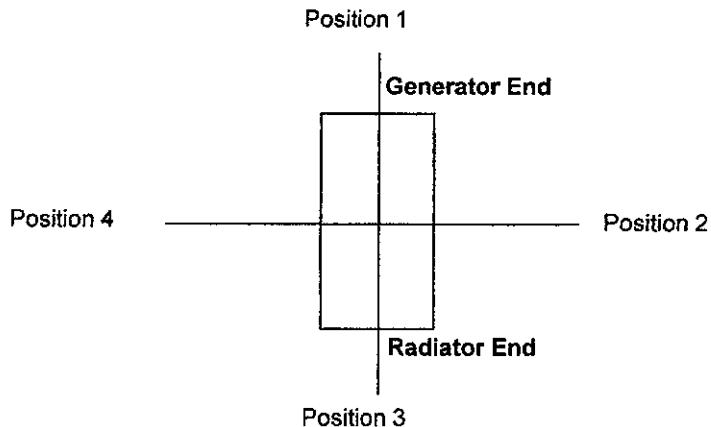
<b>DRAWING TITLE</b> <b>SD50 2.4 50kW W/ 190</b> <b>GALLON U.L.142 F/T BASE</b> <b>MATERIAL</b>		<b>GENERAL POWER</b> <b>SYSTEMS</b> <b>Waukesha</b> <b>P.O. BOX 8</b> <b>WAUKESHA, WIS. 53187</b>	
<b>EST. VT.</b>  <b>FINAL VT.</b>	<b>EST. VT.</b>  <b>FINAL VT.</b>	<b>FILE NAME</b> <b>SD502.4 PAD</b>	<b>SIZE B</b> <b>190</b>
<b>DO NOT SCALE</b>		<b>FILE NAME</b> <b>NTS</b>	
<b>ALL DIMENSIONS AND</b> <b>TOLENCES ARE IN INCHES</b> <b>UNLESS OTHERWISE</b> <b>SPECIFIED</b>		<b>SCALE</b> <b>1:4</b>	<b>SIZE</b> <b>2.4</b>
<b>ALL XX DIA. --- 24 IN</b> <b>TSME Y14.5M-1994</b>		<b>DATE</b> <b>APR 00</b>	<b>DATE</b> <b>APR 00</b>
<b>ALL XXX DIA. --- 24 IN</b> <b>ALL XX DIA. --- 11.75 IN</b> <b>ALL ANGLES --- 11°</b>		<b>DATE</b> <b>APR 00</b>	<b>DATE</b> <b>APR 00</b>
<b>RELEASED FOR</b> <b>PRODUCTION</b> <b>BY</b> <b>SD50 PAD</b>		<b>REV</b> <b>*</b>	
<small>© GENERAL POWER SYSTEMS 1994</small>			



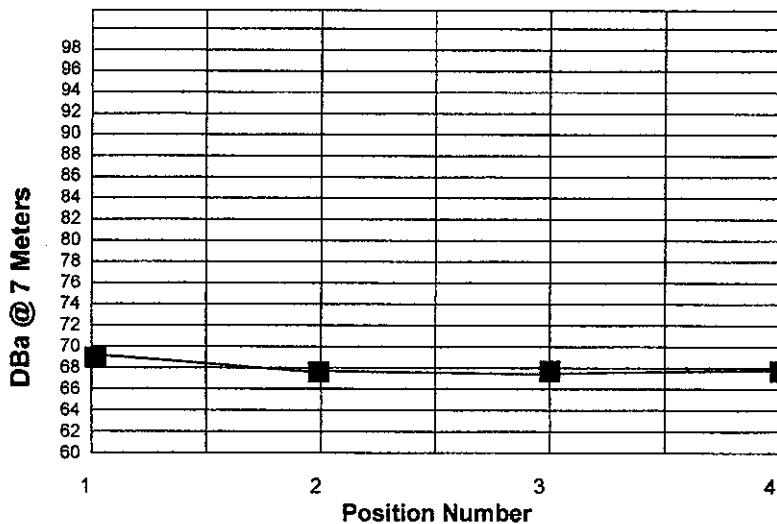
# GENERAC®

POWER SYSTEMS, INC.

## Measured Sound Performance 2.4 Liter Diesel Engine, SD50 with Level IIA Enclosure Full Load Data



### Measured Sound Levels – 60 Hertz Full Load



Data Table	
Pos #	DBa
1	68.9
2	66.4
3	66.7
4	66.6

Notes:

1. All positions 23 ft. ( 7 meters ) from center of generator
2. Generator operating at **Rated Load**
3. Test conducted on a 100 foot diameter Blacktop Surface
4. Ambient Temperature 22° F 38% Rel Hum.
5. Ref Test No. B4168-T123

# TOWN – MARINER MANAGEMENT AGREEMENT

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Town of Franklin, a Connecticut municipal corporation, having a mailing address of Town Hall, 7 Meetinghouse Hill Road, North Franklin, Connecticut 06254 (hereinafter referred to as "Owner") and Mariner Tower II, LLC, a Maine limited liability company, having a mailing address of PO Box 2600 Kennebunkport, ME 04046 (hereinafter referred to as "Manager").

### BACKGROUND

Owner owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 5 Tyler Drive, in the Town of Franklin, in the County of New London, State of Connecticut (collectively, the "Property"). The Property is more particularly described in the Land Records of the Town of Franklin at Book 61 Page 302 and listed in the Assessor's Records as Map 16 Block 7.

Owner and Manager are in negotiations to improve the Property by constructing a communication facility (the "Communication Facility"), including a tower (the "Tower") which would be owned by Owner and used by Owner for its municipal communications purposes. Should such Communication Facility be constructed on the Property pursuant to this Agreement, Manager desires to use the Tower and the ground space included in the Communication Facility in connection with its business to sublease to providers of federally licensed communication services, and Owner desires to grant to Manager the right to such use in accordance with this Agreement. Owner also desires to obtain the services of Manager to manage said Communication Facility, and Manager desires to manage the Communication Facility on behalf of Owner.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Owner grants to Manager an option (the "Option") to lease a certain portion of the Property containing approximately four thousand nine hundred (4,900) square feet of ground space (including the air space above such ground space) for installation and operation of a wireless communications facility as described on attached Exhibit 1, together with unrestricted access for Manager's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "Premises"), provided such access does not interfere with Owner's operation of the Property for town uses ("Town Uses") including, but not limited to the existing Fire Department, Senior Center, and Public Library.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Manager and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Manager's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and

construction permits (collectively, the "Governmental Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Manager, are necessary in Manager's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Owner's title to the Property and the feasibility or suitability of the Property for Manager's Permitted Use, all at Manager's expense. Manager will not be liable to Owner 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 Manager's inspection. Manager will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Manager excepted. In addition, Manager shall indemnify, defend and hold Owner harmless from and against any and all injury, loss, damage or claims arising directly out of Manager's Tests.

(c) In consideration of Owner granting Manager the Option, Manager agrees to pay Owner the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Manager for an additional six (6) months upon written notification to Owner and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) Upon thirty (30) days prior notice to Owner, the Option may be sold, assigned or transferred at any time by Manager to Manager's parent company or member if Manager is a limited liability company or any affiliate or subsidiary of, or partner in, Manager or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Owner, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Manager to a third party agreeing to be subject to the terms hereof, Manager shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Manager may exercise the Option by notifying Owner in writing. If Manager exercises the Option, then Owner leases the Premises to the Manager subject to the terms and conditions of this Agreement. If Manager does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Owner's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Owner shall immediately notify Manager in writing. Any sale of the Property shall be subject to Manager's rights under this Agreement. Owner agrees that during the Initial Option Term 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 the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Manager from using the Premises for the uses intended by Manager as hereinafter set forth in this Agreement.

## 2. **PERMITTED USE.**

(a) Manager may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the

"Communication Facility"), as well as the right to test, survey and review title on the Property; Manager further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Manager or Owner (collectively, the "Permitted Use"). Manager has the right to install and operate an equipment shelter or concrete pad containing or supporting radio equipment; antennas and associated equipment on the Tower (should it be constructed); transmission cables from the equipment shelter or pad to the antennas; electric lines from the main feed to the equipment shelter or pad; communication lines from the main entry point to the equipment shelter or pad; and an emergency electric power generator (collectively, "Manager's Equipment"); and to make Property improvements, alterations, upgrades or additions appropriate for Manager's use ("Manager Changes"). Owner and Manager agree that any portion of Manager's Equipment that may be conceptually described on Exhibit 1 will not be deemed to limit Manager's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Manager's Equipment, Owner's execution of this Agreement will signify Owner's approval of Exhibit 1. Manager agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Manager has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate Manager's Equipment within the Premises at any time during the term of this Agreement. Manager will be allowed to make such alterations to the Property in order to accomplish Manager's Changes or to insure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Manager desires to modify or upgrade the Communication Facility, and Manager requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Owner agrees to negotiate for the leasing of such Additional Premises. Should Owner and Manager come to an agreement for the leasing of Additional Premises, Owner agrees to take such actions and enter into and deliver to Manager such documents as Manager reasonably requests in order to effect and memorialize said agreement.

(b) Construction, Ownership, and Management of the Communication Facility.

(i) Manager to Construct the Communication Facility. Subject to the receipt of all necessary Governmental Approvals, and to Manager's rights to terminate this Agreement as provided below: (A) Manager shall, at Manager's sole expense, construct on the Property a Communication Facility, including a self-supported lattice tower not to exceed 180 feet in height, within a security-fenced equipment compound not to exceed 4,900 square feet in area (e.g., 70 feet by 70 feet) improved with telephone and power utilities and a suitable access road; and (B) shall transfer the title in the Communication Facility, excluding Manager's Equipment, to the Owner upon completion of construction. For a period of ninety (90) days following the start of construction, Owner grants Manager, its licensees and sublicensees, the right to use such portions of Owner's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility, provided that such activities do not interfere with Town Uses.

(ii) The Tower shall be of sufficient weight-bearing capacity to accommodate loading for at least (A) Owner's emergency siren and/or communications equipment (as outlined in Exhibit 2); and (B) standard arrays of platforms and telecommunications equipment for five commercial carriers ("Tenants"). The Communication Facility will be constructed and installed by Manager in a good and workmanlike manner, in accordance with any and all state, federal or local laws, ordinances and codes and regulations, and utilizing such service and material providers as Manager shall select.

(iii) Owner to Own the Communication Facility. Manager does hereby assign, transfer and convey to Owner all of Manager's right, title and interest, both real and personal, in and to the Communication Facility, excluding Manager's Equipment and the equipment of all Tenants upon the issuance by the Town of Franklin's Building Official of a Certificate of Occupancy for the

Communication Facility. This transfer and conveyance shall be self executing without any further action required by Owner or Manager. Upon transfer of title in the Communication Facility to Owner, Owner shall assume all responsibilities and liabilities associated with the ownership thereof, including, but not limited to (A) responsibility for, and the cost of maintenance and repair to the Communication Facility, excluding Manager's Equipment and equipment belonging to Additional Tenants; (B) responsibility for, and the cost of insuring the Communication Facility; (C) payment of taxes, if any, for personal property, other than taxes for Manager's Equipment or other personal property as addressed below in Section 21 of this Agreement; (D) Owner accepts ownership and assignment of the Communication Facility in an as-is condition without any representations or warranties from Manager except for those representations made in subparagraph 2(b)(ii) above.

**(c) Manager to Manage the Communication Facility on Behalf of Owner.**

(i) Notwithstanding the provisions of subsection 2(b)(iii) above, during the Term of this Agreement Owner hereby appoints Manager, who hereby accepts the responsibility, as its sole and exclusive manager and agent ("Manager") on the terms and conditions hereinafter set forth to provide exclusively for the permitting, construction (including utilities), operation, maintenance, marketing, leasing and management of the Communication Facility. The Manager shall assume all responsibilities with compliance with all applicable laws and regulations, including maintaining then-existing Governmental Approvals and obtaining and maintaining any and all additional Governmental Approvals as may be required in the future for the Communications Facility. Owner and Tenants shall each be responsible for the compliance of any personal equipment installed on or at the Facility. Owner hereby further grants Manager the full and sole power and authority on behalf of Owner and in its sole discretion to negotiate, execute, renew, modify, amend and/or cancel any lease, license, option or entry and testing agreement for the Communication Facility or any part thereof, (hereinafter collectively referred to as "**Tenant Agreement**" or "**Tenant Agreements**"); to collect rents, fees, or other monies due or to become due pursuant to or under any Tenant Agreement or other agreements, (hereinafter collectively referred to as "**Gross Revenue**"), which Gross Revenue shall not include any one-time payment of up to Fifty Thousand Dollars (\$50,000.00) which Manager may require from each Tenant in order to recover a portion of Manager's development costs for the Communication Facility ("**Capital Contribution(s)**"); to terminate tenancies, and to sign and serve in the name of the Owner such notices as are appropriate under the Tenant Agreements; to institute and prosecute actions; to evict Tenants and to recover possession of the Communication Facility, to recover rents and other sums due; and when expedient to settle, compromise, and release such actions or suits or reinstate such tenancies and to represent Owner in the furtherance of the management of the Communication Facility. Any cost incurred due to the addition of all Tenants, not including the Owner's equipment, will be paid by the Manager or by said Tenants.

(ii) **Requirement of Written Tenant Agreements.** Manager is hereby granted complete and exclusive authority as Manager to enter into Tenant Agreements as agent for, and on behalf of, the Owner. Manager shall prepare, negotiate and execute all Tenant Agreements. The Tenant Agreements negotiated by Manager in accordance with the terms hereof: (A) shall be the Standard Form Tenant Agreements prepared by Manager; (B) shall be in writing; (C) shall be between Owner and the respective Tenants; (D) shall identify Manager as the exclusive Manager of the Communication Facility; and (E) shall briefly describe Manager's rights and duties hereunder as Manager. Owner and Manager hereby acknowledge and agree that Manager shall be permitted to modify the attached Standard Form Tenant Agreement after the date hereof in order to induce a third party to enter into said Tenant Agreement and satisfy individual Tenant's requirements. Owner shall be provided with fully executed originals of all Tenant Agreements entered into by Manager for use of the Communication Facility. Notwithstanding anything to the contrary provided herein, Owner hereby agrees to cooperate with, and not hinder in any way, Manager's efforts to provide and furnish Manager's services pursuant

to this Agreement. Owner further agrees to sign, authorize and/or execute, within a reasonable time, not to exceed ten (10) days from written request of Manager, any agreement, application or any other document Manager reasonably and necessarily requires Owner to sign, authorize and/or execute in furtherance of Manager's performance of Manager's services under this Agreement.

(d) Owner reserves to itself locations at the top of the Tower to mount its antennas and siren equipment as depicted on Exhibit 2 at no rent or Capital Contribution. Owner and Manager agree that Manager, at its sole cost and expense, will install Owner's antennas and siren equipment on the Tower, provided Owner purchases and supplies same to Manager along with all necessary cables, hardware, and other materials for installation when the Tower is being erected or when Manager otherwise has personnel and equipment at the Communications Facility capable of performing such installation. Manager further agrees to contribute up to Ten Thousand Dollars (\$10,000) towards the purchase of Owner's equipment and materials for the improvement of Owner's communication services.

(e) Manager agrees to pay all expenses and costs incurred while performing its duties as Manager as described herein, except in no event shall Manager be responsible for the payment of Owner's expenses and/or costs (including utilities associated with the operation of Owner's antennas, siren, and other equipment at the Communication Facility), except for any expenses and/or costs of installing Owner's antennas, siren as set forth in Section 2(d) above.

### **3. TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the effective date of written notification by Manager to Owner of Manager's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seven (7) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Manager notifies the Owner in writing of Manager's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the seventh (7<sup>th</sup>) Extension Term, either Owner or Manager has not given the other written notice of its desire that the term of this Agreement end at the expiration of the seventh (7<sup>th</sup>) Extension Term, then upon the expiration of the seventh (7<sup>th</sup>) Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the seventh (7<sup>th</sup>) Extension Term. If Manager remains in possession of the Premises after the termination of this Agreement then Manager will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

### **4. RENT.**

(a) Commencing on the first day of the month following the date the Manager commences construction (the "Rent Commencement Date"), Manager will pay the Owner a monthly rental payment of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Manager to Owner within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly rent will increase by three percent (3 %) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Manager. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Owner. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) Notwithstanding the foregoing, payment of Rent by Manager shall continue as provided for in Section 4(a) and (b) above plus an additional Owner Fee when Manager enters into any Tenant Agreement(s) after the initial Tenant Agreement with New Cingular Wireless PCS, LLC hereunder. Manager shall pay to Owner a monthly fee ("Owner's Fee") which will include the initial base rent (as provided for in 4(a) and (b) above) plus Twelve and one half (12.5%) percent of the gross rent collected from the second Broadband Tenant Agreement, plus Twenty-five (25%) percent of the gross rent collected from the third Broadband Tenant Agreement, plus Fifty (50%) percent of the gross rent collected from the fourth Broadband Tenant Agreement and all subsequent Broadband Tenant Agreements. Manager shall provide Owner with additional Owner's Fees of Fifty (50%) percent of all non Broadband Tenant Agreements. Broadband Tenants shall be defined as Cellular, PCS and ESMR FCC licensed personal wireless service providers.

## 5. APPROVALS.

(a) Owner agrees that Manager's ability to construct the Communication Facility and to use the Premises is contingent upon the suitability of the Property for development of the Communication Facility and Manager's Permitted Use, and upon Manager's ability to obtain and maintain all Governmental Approvals. Owner authorizes Manager to prepare, execute and file all required applications to obtain Governmental Approvals for the Communication Facility and Manager's Permitted Use under this Agreement and agrees to reasonably assist Manager with such applications and with obtaining and maintaining the Governmental Approvals.

(b) Manager has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Manager's choice. In the event Manager determines, in its sole discretion, due to the title report results or survey results, that the condition of the Property is unsatisfactory, Manager will have the right to terminate this Agreement upon notice to Owner.

(c) Manager may also perform and obtain, at Manager's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Property will be compatible with Manager's engineering specifications, system, design, operations or Governmental Approvals.

## 6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Manager upon written notice to Owner, if Manager is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Manager; or if Manager determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Manager upon written notice to Owner for any reason or no reason, at any time prior to commencement of construction by Manager; or

(d) by Manager upon sixty (60) days prior written notice to Owner for any reason, so long as Manager pays Owner a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Manager under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

#### **7. INSURANCE.**

Manager will carry during the Term, at its own cost and expense, the following insurance: (a) "All Risk" property insurance for the Communication Facility's replacement cost; (b) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (c) Workers' Compensation Insurance as required by law. The coverage afforded by Manager's commercial general liability insurance shall apply to Owner as an additional insured, but only with respect to Owner's liability arising out of its interest in the Property. Owner shall maintain, at its own expense, comprehensive general liability insurance of not less than \$2,500,000.00 for personal injury or death or property damage in any one occurrence. Manager shall be named as an additional insured on this policy. If it is not possible for Owner to obtain such insurance, Owner shall provide Manager with evidence of the Owner's status as self insured and provide Manager with an indemnification and hold harmless agreement in a form and substance agreed to by both parties. Upon termination of this Agreement, Owner shall be solely responsible for maintaining property insurance for the Communication Facility.

#### **8. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Owner will provide Manager with a list of all existing radio frequency user(s) on the Property to allow Manager to evaluate the potential for interference. Manager warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Owner, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Owner will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect, compete or interfere with the Communication Facility, the operations of Manager or Tenants, or the rights of Manager or Additional Tenants under this Agreement.

(c) Owner will not use, nor will Owner permit its employees, Tenantss, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations or the rights of Manager or Tenants under this Agreement. Owner will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Manager. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Manager will suffer irreparable injury, and therefore, Manager or Tenants will have the right, in addition to any other rights that it may have at law or in equity, for Owner's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Owner.

#### **9. INDEMNIFICATION.**

(a) Manager agrees to indemnify, defend and hold Owner harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Manager's Equipment, or Manager's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Owner, its employees, agents or independent contractors.

(b) Owner agrees to indemnify, defend and hold Manager harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Owner or its employees or agents, or Owner's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Manager, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Manager and Owner each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

#### **10. WARRANTIES.**

(a) Manager and Owner each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Owner represents and warrants that: (i) Owner solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Manager's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Manager is not in default then Owner grants to Manager sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Owner's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Owner; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Owner will provide promptly to Manager a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

#### **11. ENVIRONMENTAL.**

(a) Owner represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Owner's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Owner and Manager agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Owner and Manager agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with

regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Manager becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Manager's sole determination, renders the condition of the Premises or Property unsuitable for Manager's use, or if Manager believes that the leasing or continued leasing of the Premises would expose Manager to undue risks of government action, intervention or third-party liability, Manager will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Owner.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Manager, Manager and its employees, agents, and subcontractors, and Tenants, their employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road for the installation, maintenance and operation of the Communication Facility and any utilities serving the Communication Facility. Owner grants to Manager an easement for such access and Owner agrees to provide to Manager such codes, keys and other instruments necessary for such access at no additional cost to Manager. Owner acknowledges that in the event Manager cannot access the Communication Facility, Manager shall incur significant damage. If Owner fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Manager under this Agreement or at law or equity, Owner shall pay Manager, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Manager's damages, including, but not limited to, its lost profits, until Owner cures such default. Owner and Manager agree that Manager's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Manager's request, Owner will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Manager then the Owner agrees to grant additional access or an easement either to Manager or to the public utility, for the benefit of Manager, at no cost to Manager.

**13. REMOVAL/RESTORATION.** All Manager's Equipment brought onto the Property by Manager will be and remain Manager's personal property and, at Manager's option, may be removed by Manager at any time during the Term. Owner covenants and agrees that no part of Manager's Equipment constructed, erected or placed on the Premises by Manager will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Owner that all Manager's Equipment of every kind and nature constructed, erected or placed by Manager on the Premises will be and remain the property of the Manager and may be removed by Manager at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Manager will remove all above-ground Manager's Equipment and Manager will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Manager's control excepted. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Manager will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Manager be required to remove from the Premises or the Property any underground utilities. As provided for in Section

2(b)iii above, Manager shall, upon completion, transfer the ownership of the Communications Facility to the Owner and will therefore have no rights or obligations to remove the Communications Facility, including the tower upon expiration or termination of this Agreement.

**14. MAINTENANCE/UTILITIES.**

(a) Manager will keep and maintain the Communication Facility and the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Owner will maintain and repair the Property and access thereto, in good and Tenantable condition, subject to reasonable wear and tear and damage from the elements. The Parties recognize that Owner actively uses the portion of the Property adjacent to the Communication Facility as a parking lot for the Owner's Fire Department, Library, and Senior Center, and must keep such parking area clear of snow and ice for those existing Town Uses. Accordingly, Owner agrees to clear snow and ice from the Communication Facility access road as well; provided, however, that such duty will be subject to the standard of reasonableness should unusually heavy accumulations of snow and/or ice or other emergency conditions require Owner to first dispatch its snow removal equipment to higher priority locations in the Town of Franklin.

(b) Manager will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Manager on the Premises. In the event Manager cannot secure its own metered electrical supply, Manager will have the right, at its own cost and expense, to submeter from the Owner. When submetering is required under this Agreement, Owner will read the meter and provide Manager with an invoice and usage data on a monthly basis. Owner agrees that it will not include a markup on the utility charges. Owner further agrees to provide the usage data and invoice on forms provided by Manager and to send such forms to such address and/or agent designated by Manager. Manager will remit payment within thirty days of receipt of the usage data and required forms. Failure by Owner to perform this function will limit utility fee recovery by Owner to a 12-month period. If Manager submeters electricity from Owner, Owner agrees to give Manager at least 24 hours advanced notice of any planned interruptions of said electricity. Owner acknowledges that Manager and Tenants provide communication services which require electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Manager's reasonable determination, the Owner agrees to allow Manager and Tenants the right to bring in a temporary source of power for the duration of the interruption. Owner will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Manager. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Manager and a breach of this Agreement: (i) non-payment of Rent or Owner's Fee, as appropriate hereunder, if such Rent or Owner's Fee remains unpaid for more than thirty (30) days after receipt of written notice from Owner of such failure to pay; or (ii) Manager's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Manager has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Manager. If Manager remains in default beyond any applicable cure period, Owner will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Owner and a breach of this Agreement: (i) failure to provide access to the Communication Facility or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Owner's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Manager specifying the failure. No such failure, however, will be deemed to exist if Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Owner. If Owner remains in default beyond any applicable cure period, Manager will have the right to exercise any and all rights available to it under law and equity, including the right to cure Owner's default and to deduct the costs of such cure from any monies due to Owner from Manager.

**16. ASSIGNMENT/SUBLEASE.** Manager will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Owner, to Manager's parent or member company or any affiliate or subsidiary of, or partner in, Manager or its parent or member company or to any entity which acquires all or substantially all of the Manager's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Owner of such assignment, transfer or sale, Manager will be relieved of all future performance, liabilities and obligations under this Agreement. Manager shall have the right to sublease the Premises, in whole or in part, without Owner's consent. Manager may not otherwise assign this Agreement without Owner's consent, Owner's consent not to be unreasonably withheld, conditioned or delayed.

**17. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Manager:

Mariner Tower II, LLC  
PO Box 2600  
22 Oakwood Drive  
Kennebunkport, ME 04046

If to Owner: First Selectman, Town of Franklin  
Town Hall, 7 Meetinghouse Hill Road  
North Franklin, Connecticut 06254

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Owner will send the below documents to Manager. In the event Manager does not receive such appropriate documents, Manager shall not be responsible for any failure to pay the current Owner

- a. Old deed to Property
- b. New deed to Property

- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Owner including all phone numbers

18. **CONDEMNATION.** In the event Owner receives notification of any condemnation proceedings affecting the Property, Owner will provide notice of the proceeding to Manager within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Manager's sole determination, to render the Communications Facility and/or the Premises unsuitable for Manager, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Manager will include, where applicable, the value of Manager's Equipment, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Manager will not diminish Owner's recovery. Manager will be entitled to reimbursement for any prepaid Rent and/or Owner's Fee on a prorata basis.

19. **CASUALTY.** Owner will provide notice to Manager of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Communications Facility and /or the Premises unsuitable, in Manager's sole determination, then Manager may terminate this Agreement by providing written notice to the Owner, which termination will be effective as of the date of such damage or destruction. Upon such termination, Manager will be entitled to collect all insurance proceeds payable to Manager on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Owner or Manager undertake to rebuild the Communication Facility, Owner agrees to use its reasonable efforts to permit Manager to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Manager is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **Intentionally Omitted**

21. **TAXES.** Owner shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Owner, including the Communications Facility, if any, excepting Manager's Equipment and the Equipment of all Tenants. Manager and Tenants shall be responsible for all taxes levied upon Manager's and Tenant's leasehold improvements (including Manager's and Tenant's Equipment) on the Premises. Owner shall provide Manager with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Owner. If Owner fails to provide such notice within such time frame, Owner shall be responsible for all increases in taxes for the year covered by the assessment. Manager and Tenants shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises or Equipment by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Manager or Tenants may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Owner, Manager, or both, with respect to the valuation of the Premises. Owner shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Manager or Tenants and any refunds or rebates secured as a result of Manager's or Tenant's action shall belong to Manager or Tenants.

**22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Owner, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Communication Facility or the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Manager, Owner shall promptly notify Manager in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Manager's rights hereunder. Owner agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Manager's Permitted Use or communications equipment as determined by radio propagation tests performed by Manager in its sole discretion, any such testing to be at the expense of Owner or Owner's prospective purchaser, and not Manager. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Manager, Owner shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment. Owner shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new Owner shall have a duty at the time of such transfer to provide Manager with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Owner. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Owner under Paragraph 8 above.

(b) If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Purchase Offer"), Owner shall immediately furnish Manager with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Manager shall have the right within 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. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Manager chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the thirty (30) day period, 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 Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Manager's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Manager, pursuant to the procedure set forth in this subparagraph 22(b), 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 Manager and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

**23. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Owner and an authorized agent of the Manager. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the State of Connecticut, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Owner agrees to provide Manager with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Manager.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Owner and Manager.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision

materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Debra S. Beisiegel  
Print Name: Debra S. Beisiegel

Laurie Epler  
Print Name: Laurie Epler

Owner

Town of Franklin

By: R. L. Matters  
Print Name: R. L. MATTERS  
Its: First Selectman  
Date: 5/7/07

Manager

Elizabeth Harvey Harlow  
Print Name: Elizabeth Harvey Harlow

Nancy Spang Auman  
Print Name: Nancy Spang Auman

Mariner Tower II, LLC

By: L.V.  
Print Name: Louis Vitali  
Its: Manager / President  
Date: May 11, 2009

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

### **MANAGER ACKNOWLEDGMENT**

On the 11<sup>th</sup> day of May, 2009, before me personally appeared Louis Vitali, and acknowledged under oath that he is the Manager of Mariner Tower II, LLC, the Manager named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Manager.

**NANCY SPANG AUMAN**  
Notary Public, Maine  
My Commission Expires April 29, 2011

Nancy Spang Auman  
Notary Public: Nancy Spang Auman  
My Commission Expires: 4-29-11

**OWNER ACKNOWLEDGMENT**

STATE OF CONNECTICUT \_\_\_\_\_ )  
 ) ss:  
COUNTY OF NEW LONDON \_\_\_\_\_ )

On the 7<sup>th</sup> day of May, 2009, before me personally appeared Richard L. Matters and acknowledged under oath that he is the First Selectman of The Town of Franklin, the Owner named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Town of Franklin.

Karen M. Williams  
Notary Public: Karen M. Williams  
My Commission Expires: Nov. 30, 2010

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 18 of the Agreement dated May 11, 2009, by and between Town of Franklin, Connecticut, a Connecticut Municipal Corporation, as Owner, and Mariner Tower II, LLC, a Maine Limited Liability Company, as Manager.

The Premises are described and/or depicted as follows:

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Manager.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



**EXHIBIT 2**  
**OWNER EQUIPMENT**

Equipment List to be provided to Manager prior to Manager ordering the tower.

**EXHIBIT 3**

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

**W-9**

Form  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

<b>Print or type see specific instructions on page 2</b>	Name (as shown on your income tax return)			
	Business name, if different from above			
	<input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <b>is</b> ..... <input type="checkbox"/> Exempt from backup withholding			
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
	City, state, and ZIP code			
	List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

SSN	+	+	+	+	+	+
-----	---	---	---	---	---	---

OR

EIN	+	+	+	+	+	+
-----	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**      **Signature of  
U.S. person** 

Date **is** \_\_\_\_\_

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(e) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## MEMORANDUM OF LEASE

**Return to:**

Mariner Tower II, LLC  
PO Box 2600  
Kennebunkport, ME 04046

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 11<sup>th</sup> day of May, 2009, by and between The Town of Franklin, Connecticut, a Connecticut Municipal Corporation, having a mailing address of 7 Meetinghouse Hill Road, Franklin, CT 06254 (hereinafter referred to as "Owner") and Mariner Tower II, LLC, a Maine Limited Liability Company, having a mailing address of PO Box 2600, Kennebunkport, ME 04046 (hereinafter referred to as "Manager").

1. Owner and Manager entered into a certain Option and Lease Agreement ("Agreement") on the 11<sup>th</sup> day of May, 2009, for the purpose of installing, operating and maintaining a Communication Facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Manager to Owner of Manager's exercise of the Option, with seven (7) successive five (5) year options to renew.
3. The portion of the land being leased to Manager (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

### **MANAGER ACKNOWLEDGMENT**

STATE OF MAINE \_\_\_\_\_ )  
 ) ss:  
COUNTY OF YORK \_\_\_\_\_ )

On the 11<sup>th</sup> day of May, 2009, before me personally appeared Louis Vitali, and acknowledged under oath that he is the President and Managing Member of Mariner Tower II, LLC, the Manager named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Manager.

NANCY SPANG AUMAN  
Notary Public, Maine  
My Commission Expires April 29, 2011

Nancy Spang Auman  
Notary Public: Nancy Spang Auman  
My Commission Expires: 4-29-11

#### OWNER ACKNOWLEDGMENT

STATE OF CONNECTICUT \_\_\_\_\_ )  
 ) ss:  
COUNTY OF NEW LONDON \_\_\_\_\_ }

On the 7<sup>th</sup> day of May, 2009, before me personally appeared Richard L. Matters and acknowledged under oath that he is the First Selectman of The Town of Franklin, the Owner named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Owner.

Karen M. Williams  
Notary Public: Karen M. Williams  
My Commission Expires: Nov. 30, 2010

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Debra S. Beisiegel  
Print Name: Debra S. Beisiegel

Laurie Epler  
Print Name: Laurie Epler

"Owner"

By: R. L. Mattens  
Print Name: R. L. MATTENS  
Its: FIRST SOLICITMAN  
Date: 5/7/09

"Manager"

Elizabeth Henry Hartlow  
Print Name: Elizabeth Henry Hartlow

Nancy Spang Auman  
Print Name: Nancy Spang Auman

By: LV  
Print Name: Louis Vitali  
Its: Manager + President  
Date: 5-11-09

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated May 11, 2009, by and between The Town of Franklin, Connecticut, a Connecticut Municipal Corporation, as Owner, and Mariner Tower II, LLC, a Maine Limited Liability Company, as Manager.

The Premises are described and/or depicted as follows:

MARINER TOWER II, LLC  
PO BOX 2600  
KENNEBUNKPORT, ME 04046

TOWN OF FRANKLIN  
7 MEETINGHOUSE HILL  
FRANKLIN, CT 06436

FRANKLIN  
5 TYLER DRIVE  
FRANKLIN, CT 060254

PRINTED NAME / AUTHORITY	DRIVEN BY _____
	APPROVED BY _____
	CHEMIST OR DOCTOR
	DATE _____
	DISPENSED DATE _____

**EXHIBIT 1**

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