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T-Mobile Northeast LLC, a subsidiary of T-Mobile USA, Inc.

Connecticut Market

May 1, 2019

Honorable Robert Stein, Chairman, and  
members of the Council  
Connecticut Siting Council  
10 Franklin Square  
New Britain, CT 06051

Re: T-MOBILE Northeast LLC notice of intent to install a temporary cellular telephone facility located at 265 Reverend Moody Overpass, Hartford, Connecticut

Dear Chairman Stein and Members of the Council:

TRM is pleased to submit this Notice of Exempt Modification on behalf of T-MOBILE Northeast LLC

T-MOBILE Northeast LLC hereby notifies the Connecticut Siting Council of its intent for the temporary use of telecommunications equipment by placing a Cell On Light Truck (COLT) on the grounds of the Restaurant Depot owned by JMDH Real Estate of Hartford, LLC located at 265 Reverend Moody Overpass, Hartford, Connecticut. Please accept this Notice to the Connecticut Siting Council, Pursuant to RCSA Section 16-50j-73, of construction that constitutes an exempt modification under RCSA Section 16-50j-72 (d). In compliance with RCSA Section 16-50j-73, a copy of this Exempt Modification is being sent to the Mayor Luke Bronin and Sandra Fry Principle Planner for the City of Hartford as well as JMDH Real Estate of Hartford, LLC, which owns the Restaurant Depot.

The proposed temporary cell site meets the criteria set forth in RCSA 16-50j-72(d) for temporary cellular service for events of statewide significance. The site is necessary to provide additional system capacity to accommodate the increased communication needs during the concerts at the Xfinity Center.

The Xfinity Center has a number of concerts between May and August and T-Mobile will need to do testing beforehand to make sure the site is up and running before the first concert on May 24, 2019.

### **Proposed Temporary Facility**

The temporary site will be located at 265 Reverend Moody Overpass, Hartford, Connecticut on the property known as the Restaurant Depot owned by JMDH Real Estate of Hartford, LLC. (See attached location map) Coordinates for the location are N 41.783211, W72.668278. A 15kw diesel generator will be used for power and the proposed temporary cell site will not increase the noise level by six decibels or more.

The proposal for the temporary equipment installation is May 19, 2019 and the site will be taken down and recommissioned throughout the summer until the last concert on-air on August 31, 2019. (Attached is a list of concerts) The COLT will be removed on September 2, 2019, the Monday after the last concert.

T-Mobile's temporary cell site will consist of a "Cell On Light Truck" ("COLT") (See attached photo) which needs a 30' x 25' footprint, contains three indoor RBS6201's and PBC6200 with battery backup, a backup generator, dual masts and can support 5 sector multi-beam antennas.

### **Power Density Calculations**

T-Mobile's temporary cell site will not result in a total radio frequency electromagnetic radiation power density, measured at ground level at the COLT location, at or above State or Federal standards. The following table shows the power density at the site from the proposed temporary cellular transmissions from the COLT:

<u>T-Mobile Sector</u>	<u>Power Density Value (%)</u>
Sector A:	57.31 %
Sector B:	57.31 %
Sector C:	57.31 %
Sector D:	57.31 %
Sector E:	57.31 %

T-Mobile per Sector Maximum: 57.31 %

Site Total: 57.31 %

Site Compliance Status: COMPLIANT


See attached full report

**Conclusion**

For the reasons above, we respectfully request the Council acknowledge T-Mobile's Notice of Exempt Modification for the temporary cell site to be operated during Xfinity Theater Concert series pursuant to RCSA Section 16-50j-72(d).

Please call me with any questions concerning this Notice at 203-417-4446. Thank you.

Respectfully,



Thomas White  
Agent of T-Mobile

Cc: Hartford Mayor Luke Bronin  
Sandra Fry- Hartford Principle Planner  
JMDH Real Estate of Hartford, LLC – Property Owner

**COLT Location**



**COLT**



## XFINITY THEATRE UPCOMING EVENTS

Name	Local Start Time
Premium Box Seats : Juice Wrld	May 24, 2019 8:00 PM
Juice Wrld - Death Race For Love Tour	May 24, 2019 8:00 PM
Country Megaticket 2019 Xfinity Theatre	Jun 15, 2019 10:00 AM
Chris Young: Raised On Country Tour	Jun 15, 2019 7:30 PM
Outlaw Music Festival	Jun 16, 2019 3:00 PM
Dave Matthews Band	Jun 22, 2019 8:00 PM
Rockstar Energy Drink DISRUPT Festival	Jul 7, 2019 1:30 PM
Wiz Khalifa: The Decent Exposure Tour	Jul 13, 2019 6:00 PM
311 & Dirty Heads	Jul 14, 2019 5:45 PM
Florida Georgia Line & Morgan Wallen - VIP Upgrades	Jul 19, 2019 7:00 PM
Florida Georgia Line: Can't Say I Ain't Country Tour	Jul 19, 2019 8:00 PM
Heart: Love Alive Tour	Jul 20, 2019 7:00 PM
Breaking Benjamin	Aug 2, 2019 8:00 PM
Iron Maiden-legacy Of The Beast Tour 2019	Aug 3, 2019 7:30 PM
KoRn & Alice In Chains	Aug 10, 2019 6:30 PM
Dierks Bentley: Burning Man 2019	Aug 15, 2019 8:00 PM
Santana: Supernatural Now	Aug 21, 2019 7:00 PM
Brantley Gilbert: Not Like Us Tour	Aug 24, 2019 7:00 PM
Brad Paisley Tour 2019	Aug 29, 2019 8:00 PM
Hootie & The Blowfish: Group Therapy Tour	Aug 31, 2019 7:30 PM



# EBI Consulting

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## RADIO FREQUENCY EMISSIONS ANALYSIS REPORT EVALUATION OF HUMAN EXPOSURE POTENTIAL TO NON-IONIZING EMISSIONS

T-Mobile Existing Facility

Site ID: CTCLT03A

Colt

265 Reverend Moody Overpass  
Hartford, CT 06120

**April 30, 2019**

**EBI Project Number: 6219001444**

Site Compliance Summary	
Compliance Status:	<b>COMPLIANT</b>
Site total MPE% of FCC general population allowable limit:	<b>57.31 %</b>

April 30, 2019

T-Mobile USA  
Attn: Jason Overbey, RF Manager  
35 Griffin Road South  
Bloomfield, CT 06002



Emissions Analysis for Site: CTCLT03A – Colt

EBI Consulting was directed to analyze the proposed T-Mobile facility located at **265 Reverend Moody Overpass, Hartford, CT**, for the purpose of determining whether the emissions from the Proposed TMobile Antenna Installation located on this property are within specified federal limits.

All information used in this report was analyzed as a percentage of current Maximum Permissible Exposure (% MPE) as listed in the FCC OET Bulletin 65 Edition 97-01 and ANSI/IEEE Std C95.1. The FCC regulates Maximum Permissible Exposure in units of microwatts per square centimeter ( $\mu\text{W}/\text{cm}^2$ ). The number of  $\mu\text{W}/\text{cm}^2$  calculated at each sample point is called the power density. The exposure limit for power density varies depending upon the frequencies being utilized. Wireless Carriers and Paging Services use different frequency bands each with different exposure limits, therefore it is necessary to report results and limits in terms of percent MPE rather than power density.

All results were compared to the FCC (Federal Communications Commission) radio frequency exposure rules, 47 CFR 1.1307(b)(1) – (b)(3), to determine compliance with the Maximum Permissible Exposure (MPE) limits for General Population/Uncontrolled environments as defined below.

General population/uncontrolled exposure limits apply to situations in which the general population may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general population would always be considered under this category when exposure is not employment related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Public exposure to radio frequencies is regulated and enforced in units of microwatts per square centimeter ( $\mu\text{W}/\text{cm}^2$ ). The general population exposure limit for the 1900 MHz (PCS) and 2100 MHz (AWS) frequency bands is  $1000 \mu\text{W}/\text{cm}^2$ . Because each carrier will be using different frequency bands, and each frequency band has different exposure limits, it is necessary to report percent of MPE rather than power density.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Additional details can be found in FCC OET 65.





## CALCULATIONS

Calculations were done for the proposed T-Mobile Wireless antenna facility located at **265 Reverend Moody Overpass, Hartford, CT**, using the equipment information listed below. All calculations were performed per the specifications under FCC OET 65. Since T-Mobile is proposing highly focused directional panel antennas, which project most of the emitted energy out toward the horizon, all calculations were performed assuming a lobe representing the maximum gain of the antenna per the antenna manufactures supplied specifications, minus 10 dB for directional panel antennas, was focused at the base of the tower. For this report the sample point is the top of a 6-foot person standing at the base of the tower.

For all calculations, all equipment was calculated using the following assumptions:

- 1) 2 LTE channels (PCS Band - 1900 MHz) were considered for each sector of the proposed installation. These Channels have a transmit power of 40 Watts per Channel.
- 2) 2 LTE channels (AWS Band – 2100 MHz) were considered for each sector of the proposed installation. These Channels have a transmit power of 60 Watts per Channel.
- 3) Cable losses were factored in the calculations for this site. Since all of the proposed radios are ground mounted the following cable loss values were used. For each ground mounted 1900 MHz (PCS) radio there was 1.6 dB of cable loss calculated into the system gains / losses for this site. For each ground mounted 2100 MHz (AWS) radio there was 1.69 dB of cable loss calculated into the system gains / losses for this site. These values were calculated based upon the manufacturers specifications for 50 feet of 1/2" coax
- 4) All radios at the proposed installation were considered to be running at full power and were uncombined in their RF transmissions paths per carrier prescribed configuration. Per FCC OET Bulletin No. 65 - Edition 97-01 recommendations to achieve the maximum anticipated value at each sample point, all power levels emitting from the proposed antenna installation are increased by a factor of 2.56 to account for possible in-phase reflections from the surrounding environment. This is rarely the case, and if so, is never continuous.



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- 5) For the following calculations the sample point was the top of a 6-foot person standing at the base of the tower. The maximum gain of the antenna per the antenna manufactures supplied specifications, minus 10 dB for directional panel antennas, was used in this direction. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.
- 6) The antenna used in this modeling is the **Commscope 5NPX1006F** for 1900 MHz (PCS) and 2100 MHz (AWS) channels. This is based on feedback from the carrier with regard to anticipated antenna selection. All Antenna gain values and associated transmit power levels are shown in the Site Inventory and Power Data table below. The maximum gain of the antenna per the antenna manufactures supplied specifications, minus 10 dB for directional panel antennas, was used for all calculations. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.
- 7) The **Commscope 5NPX1006F** is a multi-beam antenna that covers approximately 100 degrees utilizing 5 separate narrow beams per band separated by 20 degrees of azimuth orientation between each adjacent beam. For T-Mobile's installation this antenna will be utilized to broadcast 5 separate sectors. Configuration and power data is shown below in the *T-Mobile Site Inventory and Power Data* table and is broken down by sector.
- 8) The antenna mounting height centerline of the proposed antenna is **35 feet** above ground level (AGL).
- 9) Emissions values for additional carriers were taken from the Connecticut Siting Council active database. Values in this database are provided by the individual carriers themselves.
- 10) All calculations were done with respect to uncontrolled / general population threshold limits.



## T-Mobile Site Inventory and Power Data

Sector	Azimuth	Antenna Make / Model	Antenna Height (ft)	Frequency Band (MHz)	Technology	TX Power per channel (W)	Number of Channels	Composite ERP (W)	Power Density Value ( $\mu\text{W}/\text{cm}^2$ )	FCC general population limit ( $\mu\text{W}/\text{cm}^2$ )	% Allowable FCC general population limit	Composite Sector % Allowable FCC general population limit
A	140	Commscope 5NPX1006F	35	1900	LTE	40	2	4989.88	213.30	1000	21.33	57.31%
	140	Commscope 5NPX1006F	35	2100	LTE	60	2	8417.46	359.82	1000	35.98	
B	160	Commscope 5NPX1006F	35	1900	LTE	40	2	4989.88	213.30	1000	21.33	57.31%
	160	Commscope 5NPX1006F	35	2100	LTE	60	2	8417.46	359.82	1000	35.98	
C	180	Commscope 5NPX1006F	35	1900	LTE	40	2	4989.88	213.30	1000	21.33	57.31%
	180	Commscope 5NPX1006F	35	2100	LTE	60	2	8417.46	359.82	1000	35.98	
D	200	Commscope 5NPX1006F	35	1900	LTE	40	2	4989.88	213.30	1000	21.33	57.31%
	200	Commscope 5NPX1006F	35	2100	LTE	60	2	8417.46	359.82	1000	35.98	
E	220	Commscope 5NPX1006F	35	1900	LTE	40	2	4989.88	213.30	1000	21.33	57.31%
	220	Commscope 5NPX1006F	35	2100	LTE	60	2	8417.46	359.82	1000	35.98	

## Site Summary Table

Site Composite MPE%	
Carrier	MPE%
T-Mobile (Per Sector Max)	57.31 %
No Additional Carriers at This Facility	NA
<b>Site Total NPE %:</b>	<b>57.31 %</b>



## Summary

All calculations performed for this analysis yielded results that were **within** the allowable limits for general population exposure to RF Emissions.

The anticipated maximum composite contributions from the T-Mobile facility as well as the site composite emissions value with regards to compliance with FCC's allowable limits for general population exposure to RF Emissions are shown here:

T-Mobile Sector	Power Density Value (%)
Sector A:	57.31 %
Sector B:	57.31 %
Sector C:	57.31 %
Sector D:	57.31 %
Sector E:	57.31 %
T-Mobile Maximum MPE % (Per Sector):	57.31 %
Site Total:	57.31 %
Site Compliance Status:	<b>COMPLIANT</b>

The anticipated composite MPE value for this site assuming all carriers present is **57.31%** of the allowable FCC established general population limit sampled at the ground level. This is based upon values listed in the Connecticut Siting Council database for existing carrier emissions.

FCC guidelines state that if a site is found to be out of compliance (over allowable thresholds), that carriers over a 5% contribution to the composite value will require measures to bring the site into compliance. For this facility, the composite values calculated were well within the allowable 100% threshold standard per the federal government.

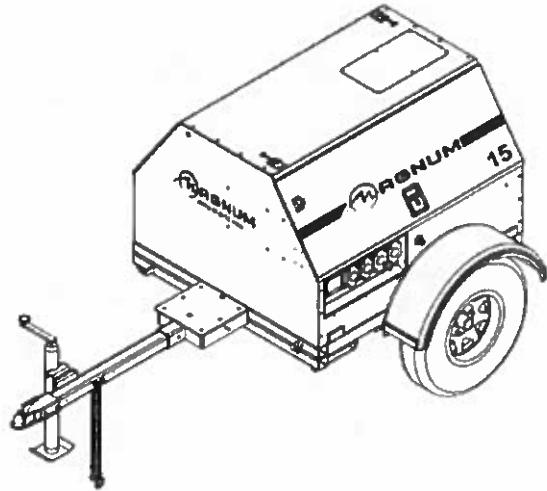


Empowering Real People

## Magnum Mobile Lite Generator – MLG15 Specifications

### ENGINE

- Mitsubishi® S4L2-Y461ML - naturally aspirated, diesel engine ◦ Prime - 22.3 hp @ 1800 rpm ◦ 4 cylinder ◦ 1.8 L displacement ◦ Interim Tier IV approved
- Polyethylene fuel tank ◦ 56 gal. capacity ◦ 43 hr. run time – full load ◦ 3 ½” fill port
- Fuel consumption at prime:
  - 100% - 1.30 gph (4.92 Lph) ◦ 75% - 0.98 gph (3.71 Lph) ◦ 50% - 0.65 gph (2.46 Lph)
- Cooling system capable of operating at 120°F ambient
- Rubber vibration dampers isolate engine/generator from frame
- Full flow oil filter, spin on type
- Fuel filter with replaceable element
- Dry type cartridge air filter
- 60 Hz engine/generator



### ENGINE CONTROLS

- Engraved aluminum punched and anodized control panel
- Four position keyed switch – glow plugs (preheat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

### GENERATOR

- Marathon Electric® ◦ Brushless ◦ 4 pole ◦ Class H insulation
- Single phase output ◦ Prime - 13 kW / 13 kVA (54A @ 240V) ◦ Standby - 14 kW / 14 kVA (58A @ 240V)
- Voltage regulation +/- 1% with Marathon SE350 Voltage Regulator



MLG15 Specifications Continued:

## ELECTRICAL SYSTEM AND CONTROLS

- 70A start limit breaker (assures no load condition exists before starting)
- Convenience receptacles with individual breakers ○ (2) 120V 20 Amp GFCI duplex outlets (Nema 5-20R type) ○ (2) 240V 30 Amp twistlock outlets (Nema L6-30R type) ○ (2) 240V 50 Amp twistlock outlets (Non-Nema 6369)
- 440 CCA wet cell battery

## ENCLOSURE

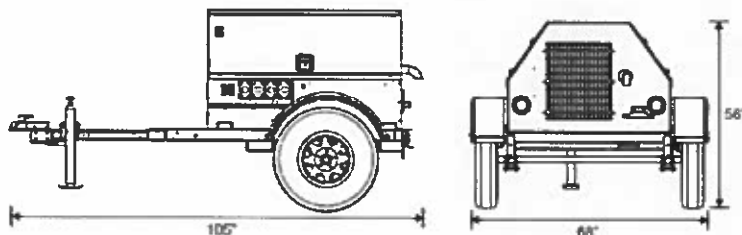
- Steel, 14-gauge, sound attenuated enclosure ○ UV & fade resistant, high temperature cured, white polyester powder paint ○ Insulated and baffled ○ 70 dB(A) at 23 feet – prime power
- Fully lockable enclosure
- Stainless steel hinges, door latches and exterior hardware
- Emergency stop switch located on front panel
- License plate holder with light
- Multi-lingual operating/safety decals
- Document holder with operating/parts manuals including AC/DC wiring diagrams

## TRAILER

- DOT approved tail, side, brake, and directional lights ○ Recessed rear lights
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- Single wall polyethylene fenders
- 2" ball hitch
- 2200 lb. leaf spring axle
- 2000 lb. tongue jack with footplate
- ST205/75R15 tubeless tires – 6 ply
- 48" track width

## WEIGHTS & DIMENSIONS

- Dry weight: 1425 lbs (646 kg)
- Operating weight: 1823 lbs (827 kg)
- 105 x 68 x 56 in  
(2.67 x 1.73 x 1.42 m)



## WARRANTY

- • Engine and generator covered under OEM warranty – consult factory for details

## CERTIFICATIONS

- CSA certified



MLG15 Specifications Continued:

## MLG15 Options

### ENGINE OPTIONS

- ◆ Heated fuel filter
- ◆ Lower radiator hose – engine heater
- ◆ Oil drain valve kit

### ELECTRICAL CONTROLS OPTIONS

- ◆ 720 CCA gel cell battery
- ◆ 720 CCA wet cell battery
- ◆ 685 CCA gel cell battery
- ◆ Battery disconnect
- ◆ Battery charger – 2A trickle

### VOLTAGE OUTPUT OPTIONS

- ◆ Alternative receptacle panel – consult factory for configurations

### COOLANT OPTIONS

- ◆ 60/40 Coolant – cold weather applications

### ENCLOSURE OPTIONS

- ◆ Interior cabinet light
- ◆ Level indicator
- ◆ Tamper pack
- ◆ Liquid containment / Quiet pack
- ◆ Lift structure



### FUEL TANK OPTIONS

- ◆ 56 gal. fuel tank
- ◆ Tethered fuel tank cap

### TRAILER OPTIONS

- ◆ 6 pin or 7 spade electrical connectors
- ◆ Outrigger package
- ◆ Tube and sleeve jack
- ◆ Spare tire/wheel kit

### HITCH OPTIONS

- ◆ 2.5" lunette ring
- ◆  3" lunette ring
- ◆  3" HD lunette ring



◆ 2 5/16" ball

◆ Combination hitch – 2.5" lunette ring / 2" ball

05/09





## LICENSE AND EASEMENT AGREEMENT

This LICENSE AND EASEMENT AGREEMENT (the "Agreement") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between RD America, LLC, a Delaware limited liability company DBA Restaurant Depot ("Licensor"), and T-Mobile Northeast LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are referred to herein individually as "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, Licensor and Licensee wish to provide for Licensee's entry upon, access to and use of the property described in attached Exhibit A (the "Property") to locate and operate a temporary portable antenna facility (the "Antenna Facilities").

### COVENANTS

NOW, THEREFORE, in consideration of these premises and the mutual promises and conditions in this Agreement, the Parties agree as follows:

1. **Premises.** Licensor hereby licenses to Licensee the use by Licensee of the Premises (as defined below). The location of the Premises, including the location and orientation of all necessary easements for access and utilities, is generally described and depicted in attached Exhibit A (the "Premises").

2. **Use.** The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of the Antenna Facilities. Licensee shall, at Licensee's expense, keep and maintain the Antenna Facilities on the Premises in commercially reasonable condition during the term of this Agreement. Upon termination of this Agreement, Licensee shall remove the Antenna Facilities from the Premises and restore the Premises to its original condition prior to this Agreement, normal wear and tear excepted. At its sole cost and expense, Licensee shall have the right to install all utilities necessary to operate the Antenna Facilities. Licensee shall be responsible for the security and safekeeping of its Antenna Facilities or any of its property and equipment. Licensor will not be responsible for any theft, damage, or vandalism to Licensee's its Antenna Facilities or any of its property, equipment or other property.

3. **Term.** The term of this Agreement will commence on June 1, 2019 and expire on September 30, 2019. If Licensee remains in possession of the Premises after expiration of the Term, with Licensor's acquiescence and without any express written agreement of Parties, Licensee shall be a month-to-month "Licensee" upon all the same terms and conditions as contained in this Lease, except that the Monthly License Fee Payment shall become two times (2) the amount in effect at the end of the Term of this License Agreement, and there shall be no renewal or extension of this License Agreement by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days' notice by either Party to the other. Licensee waives any right that it may have to additional notice pursuant to applicable Law. If Licensee has not removed its Antenna Facilities after the expiration or termination of the Term without Licensor's acquiescence, Licensee shall be a Tenant at sufferance subject to immediate removal. In such event, in addition to paying Licensor any damages resulting from such holdover, Licensee shall pay License Fee at the rate of three (3) times the amount in effect at the end of the Term, and Licensor will use any and all allowable means to remove Licensee's Sign and or property from the premises by any lawful means including extra-judicial actions.

4. **License Fee.** For its use of the Premises pursuant to this Agreement, Licensee shall pay Licensor as rent a monthly payment of One Thousand Five Hundred Dollars (\$1500).

5. **Access.** Licensee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Agreement. It is agreed between Licensor and Licensee that the Antenna Facilities, operation of the Antenna Facilities and/or Licensee or Licensee's agents, shall not interfere with ingress or egress of Restaurant Depot's customers, vendors, or employees.

Market: Hartford, CT  
Site ID: CTCLT03A

TWNLCC

**6. Environmental & Other Laws.**

(a) Licensee represents warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Licensor represents that it has not received any written notice of any existing violation of any applicable environmental laws with regard to the Premises.

(b) In the event that the Licensor receives notice from any Municipal Authority to remove the Antenna Facilities for any legal reason, Licensee shall comply with such demand at Licensee's sole expense and the License shall terminate, subject to Licensee's right to legally defend the Licensee's Antenna Facilities. Licensee shall indemnify and hold Licensor harmless from the Municipal Authority during Licensee's legal defense period.

**7. Hold Harmless.** Licensee agrees to hold Licensor harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the gross negligence or intentional acts of Licensor, its employees, agents or contractors.

**8. Insurance and Subrogation.**

(a) Licensee will provide Commercial General Liability insurance in an aggregate amount of \$2,000,000 and include Licensor as an additional insured on the policy or policies. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.

(b) Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other.

**9. Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized national overnight courier service, to the following addresses:

If to Licensee, to:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
ATTN: Lease Compliance / Site # CTCLT03A

If to Licensor, to:

RD America, LLC  
1524 132<sup>nd</sup> Street  
College Point, NY 11356  
ATTN: Brian Emmert, CFO

**10. Miscellaneous.** This Agreement contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Whenever required by the context in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the Parties by reason of authorship or origin of language. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located. This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

[SIGNATURE PAGE TO FOLLOW]

Market: Hartford, CT  
Site ID:

RD America, LLC

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

RD America, LLC

BY: *Brian Emmert*

NAME: Brian Emmert

TITLE: CFO, Secretary and Treasurer

DATE: 3/4/19

T-Mobile Northeast LLC

BY: *Hans Fiedler*

NAME: Hans Fiedler

TITLE: Director of Eng/Operations  
Connecticut/Upstate New York

DATE: 3-14-2019

Ellie Walker, (Digitally signed by Ellie Walker, Sr. Paralegal, DN: cn=Ellie Walker, o=T-Mobile)  
Sr. Paralegal

Market: Hartford, CT  
Site ID:

T-Mobile

**EXHIBIT A**

**Legal Description and Site Plan**

City of Des Moines, Iowa  
Department of Public Works  
2010



Deletad: Des Moines

Market: Market CI  
Site ID:

# Unofficial Property Record Card - City of Hartford, CT

## General Property Data

Parcel ID 287-074-001 Prior  
 Parcel ID  
 Property Owner JMDH REAL ESTATE OF HARTFORD LLC  
 Account Number  
 Property Location 265 REV R.A. MOODY OVPS HARTFORD  
 Property Use RETAIL GEN  
 Mailing Address 15-24 132ND ST  
 Most Recent Sale Date 9/21/2011 Legal  
 Reference 06479-0277  
 City COLLEGE POINT  
 Mailing State NY Zip 11356  
 Parcel/Zoning ID-1  
 Grantor CONNECTICUT EXPO CENTER LLC  
 Sale Price 4,100,000  
 Land Area 397,703,000 square feet

## Current Property Assessment

Card 1 Value Building Value 673,750 Xtra Features Value 114,030 Land Value 2,456,230 Total Value 3,244,010 Building Description

Building Style RETAIL	Foundation Type Concrete	Flooring Type N/A
# of Living Units 0	Basement Floor FFL Year Built 1980	Heating Type Warm Air
Building Grade Good	Roof Structure GABLE/HIP	Heating Fuel Gas
Building Condition N/A	Roof Cover Metal	Air Conditioning 100%
Finished Area (SF) 103880	Siding Metal	# of Bsmt Garages 0
Number Rooms 0	Interior Walls AVERAGE	# of Full Baths 0
# of 3/4 Baths 0	# of Bedrooms 0	# of Other Fixtures 0
	# of 1/2 Baths 0	

## Legal Description

### Narrative Description of Property

This property contains 397,703,000 square feet of land mainly classified as RETAIL GEN with a(n) RETAIL style building, built about 1980 , having Metal exterior and Metal roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

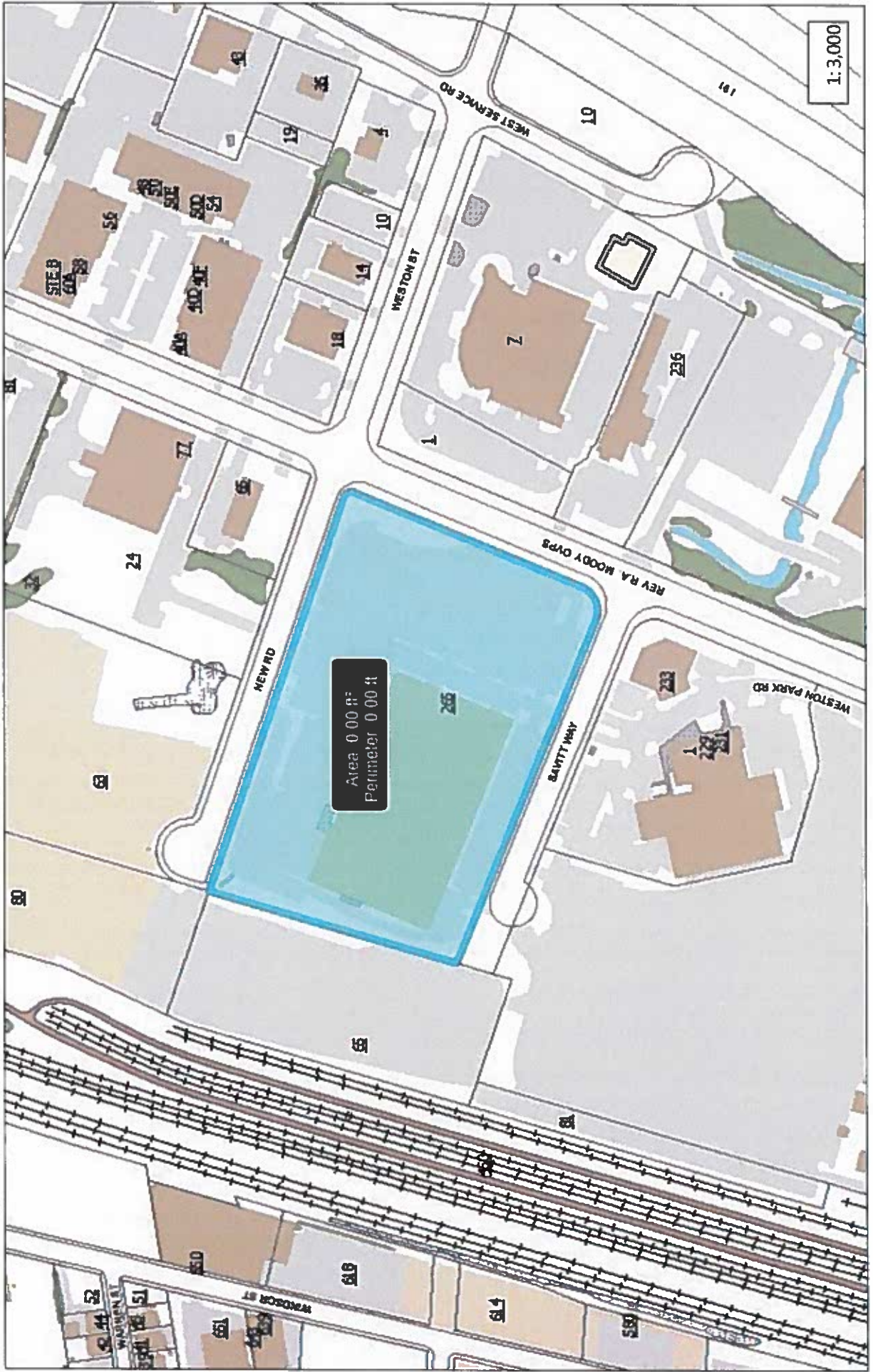








# City of Hartford - Property Map



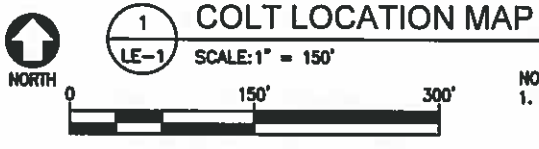
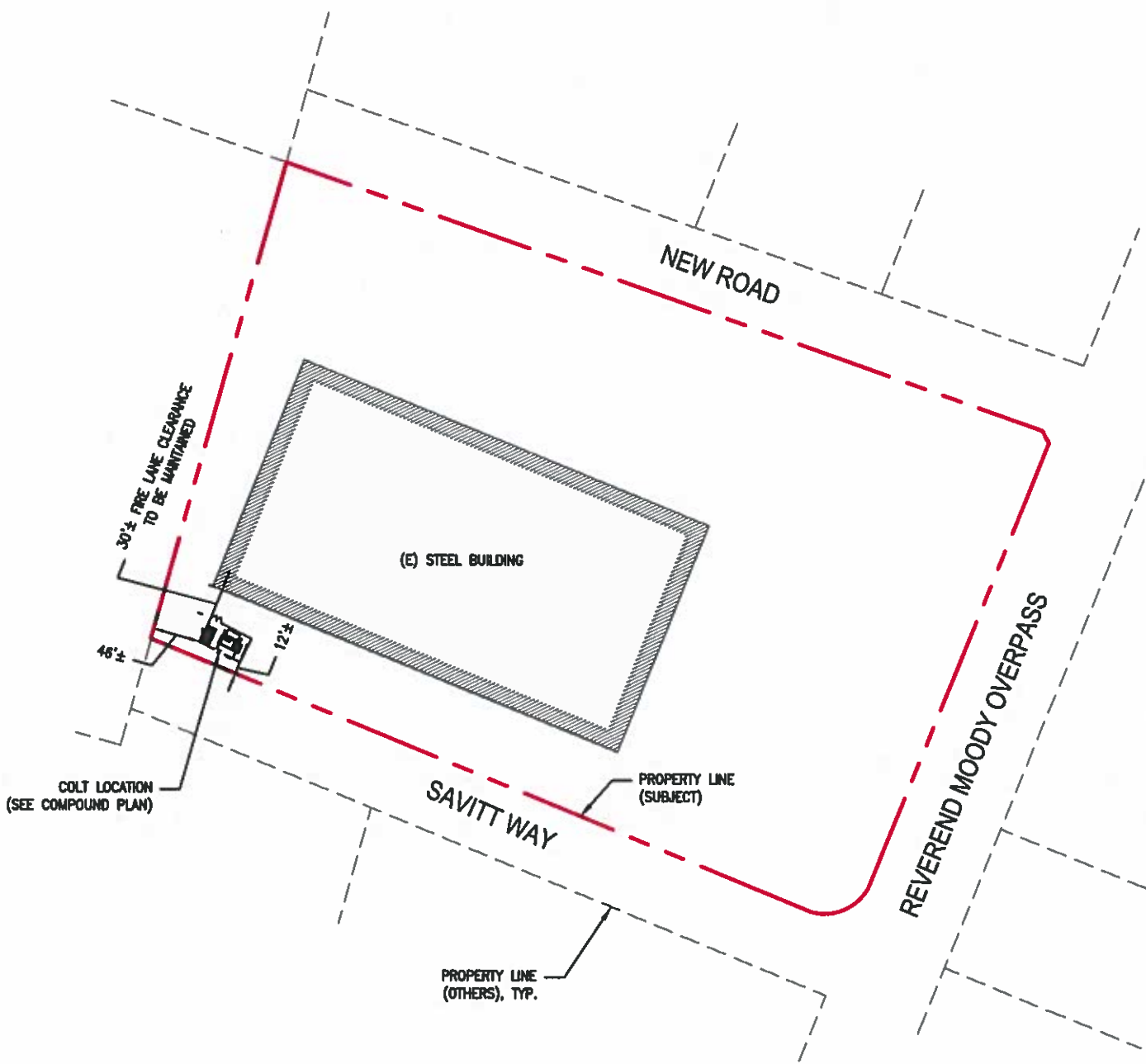
1:3,000



The planimetric and topographic information depicted on this map was compiled by The Sanborn Map Company and is based on an aerial flight performed in April 2015. In addition, the City's GIS staff has been updating limited planimetric features on a yearly basis. The intent of this map is to depict a graphical representation of real property information relative to the planimetric features for the City of Hartford and







NOTES:  
 1. ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY T-MOBILE NORTHEAST, LLC STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

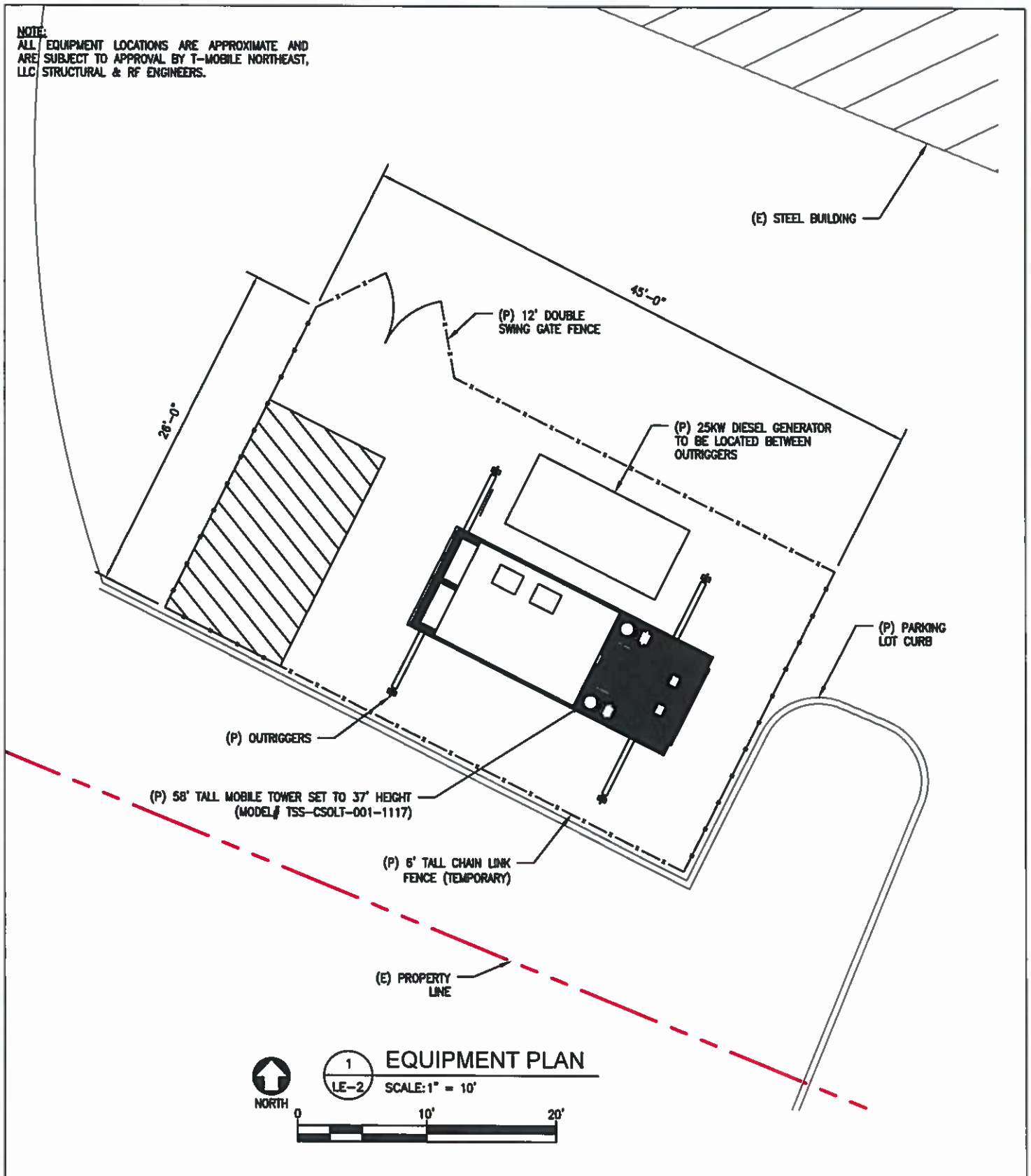
**EG ADVANCED**  
 ENGINEERING GROUP, P.C.  
 Civil Engineering • Site Development • Surveying • Telecommunications  
 500 NORTH BROADWAY  
 EAST PROVIDENCE, RI 02914  
 TEL: (401) 354-2403  
 FAX: (401) 833-8354

T-MOBILE NORTHEAST LLC  
 15 COMMERCE WAY, SUITE B  
 NORTON, MA 02766  
 OFFICE: (508) 286-2700  
 FAX: (508) 286-2893

TITLE: LEASE EXHIBIT  
 SITE NO: CTCLT03A  
 SITE NAME: HARTFORD XFINITY CENTER  
 ADDRESS: 265 REVEREND MOODY OVERPASS  
 HARTFORD, CT 06479

DATE: 05/02/2019  
 DRAWN BY: MER  
 REVISION: 1  
 SCALE: NOTED  
 SHEET: LE-1

**NOTE:**  
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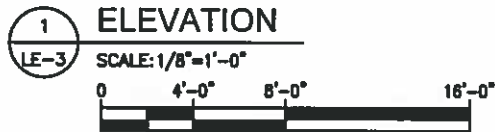
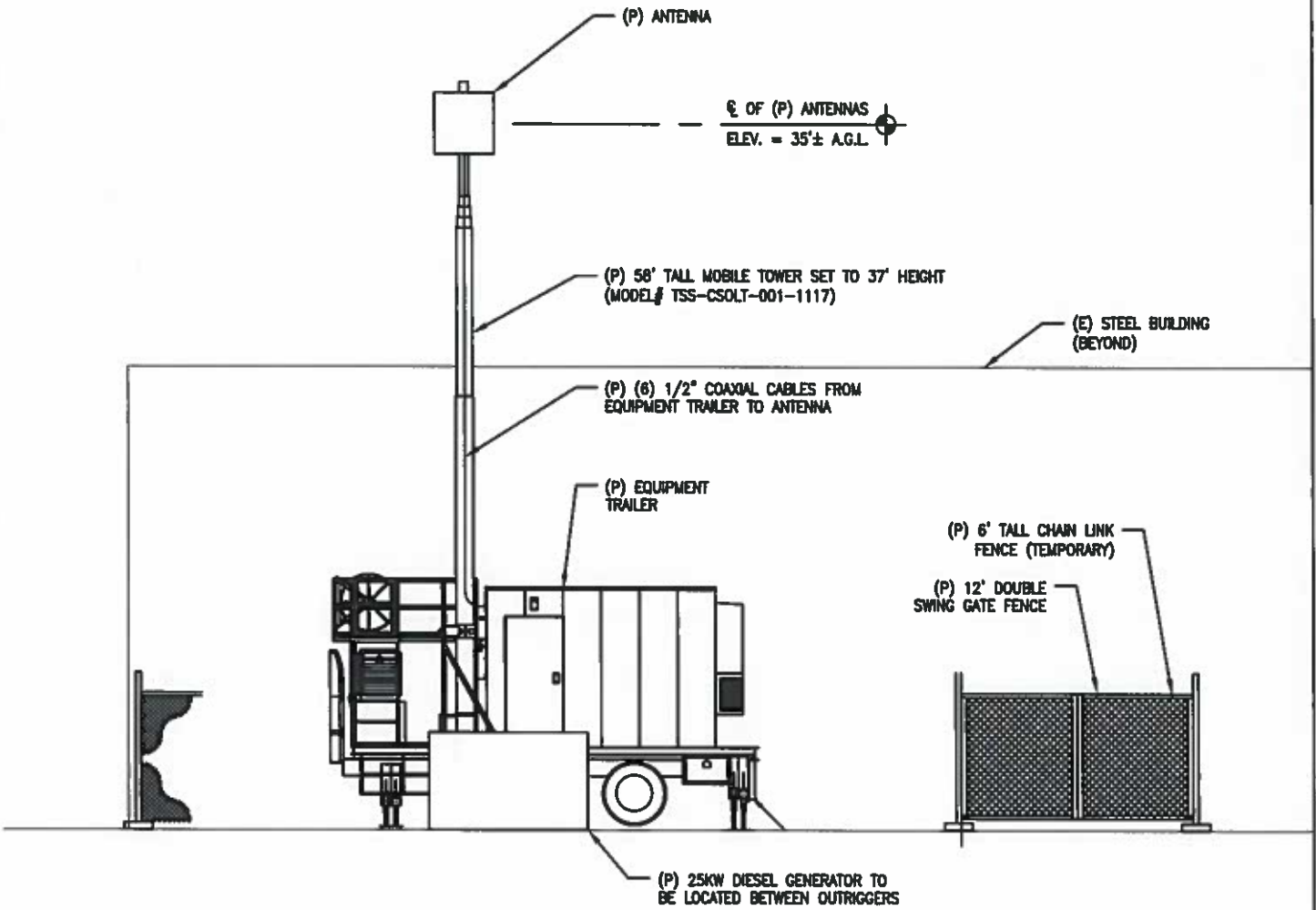
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SHEET:	LE-3

**From:** [Nwankwo\\_Ifeanyi](mailto:Nwankwo_Ifeanyi)  
**To:** "Thomas White"  
**Cc:** [CSC-DL\\_Siting\\_Council](mailto:CSC-DL_Siting_Council)  
**Subject:** RE: Exempt Modification  
**Date:** Thursday, May 09, 2019 11:34:27 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)

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Hi,  
Looks great, thanks for the quick response.

**Best Regards**

Ifeanyichukwu Nwankwo  
Connecticut Siting Council  
10 Franklin Square  
New Britain, CT 06051  
P: 860.827.2941 | F: 860.827.2950 | E: [Ifeanyi.Nwankwo@ct.gov](mailto:Ifeanyi.Nwankwo@ct.gov)



[www.ct.gov/csc](http://www.ct.gov/csc)

*Conserving, improving and protecting our natural resources and environment;  
Ensuring a clean, affordable, reliable, and sustainable energy supply.*

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**From:** Thomas White [<mailto:twhite@clinellc.com>]  
**Sent:** Thursday, May 09, 2019 11:07 AM  
**To:** Nwankwo, Ifeanyi  
**Cc:** Cunliffe, Fred  
**Subject:** RE: Exempt Modification

Ifeanyichukwu:

Here is the corrected LE, Thank you

**Thomas White | Senior Site Acquisition Manager**



750 West Center Street | Suite 301 | West Bridgewater, MA 02379  
P: 203-417-4446  
[twhite@clinellc.com](mailto:twhite@clinellc.com)

---

**From:** Nwankwo, Ifeanyi <[Ifeanyi.Nwankwo@ct.gov](mailto:Ifeanyi.Nwankwo@ct.gov)>  
**Sent:** Thursday, May 09, 2019 9:11 AM  
**To:** Thomas White <[twhite@clinellc.com](mailto:twhite@clinellc.com)>  
**Cc:** Cunliffe, Fred <[Fred.Cunliffe@ct.gov](mailto:Fred.Cunliffe@ct.gov)>  
**Subject:** RE: Exempt Modification

Hello Mr. White,

Good Morning, I called earlier to talk to you about the proposed generator capacity in your recent exempt modification request. The cover letter and spec sheet refer to a 15kW diesel generator, however, the site plans refer to a 25kW diesel generator.

Please provide clarification on the actual proposed gen capacity.

Thank you.

**Best Regards**

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***Conserving, improving and protecting our natural resources and environment;  
Ensuring a clean, affordable, reliable, and sustainable energy supply.***

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**From:** Thomas White [<mailto:twhite@clinellc.com>]  
**Sent:** Monday, May 06, 2019 3:01 PM  
**To:** CSC-DL Siting Council; Bachman, Melanie  
**Cc:** Alter, Brian; Ethan Gorham; Sean Carr; Zachary Nolan  
**Subject:** Exempt Modification

Ms Bachman:

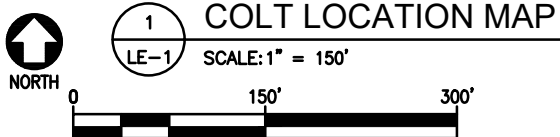
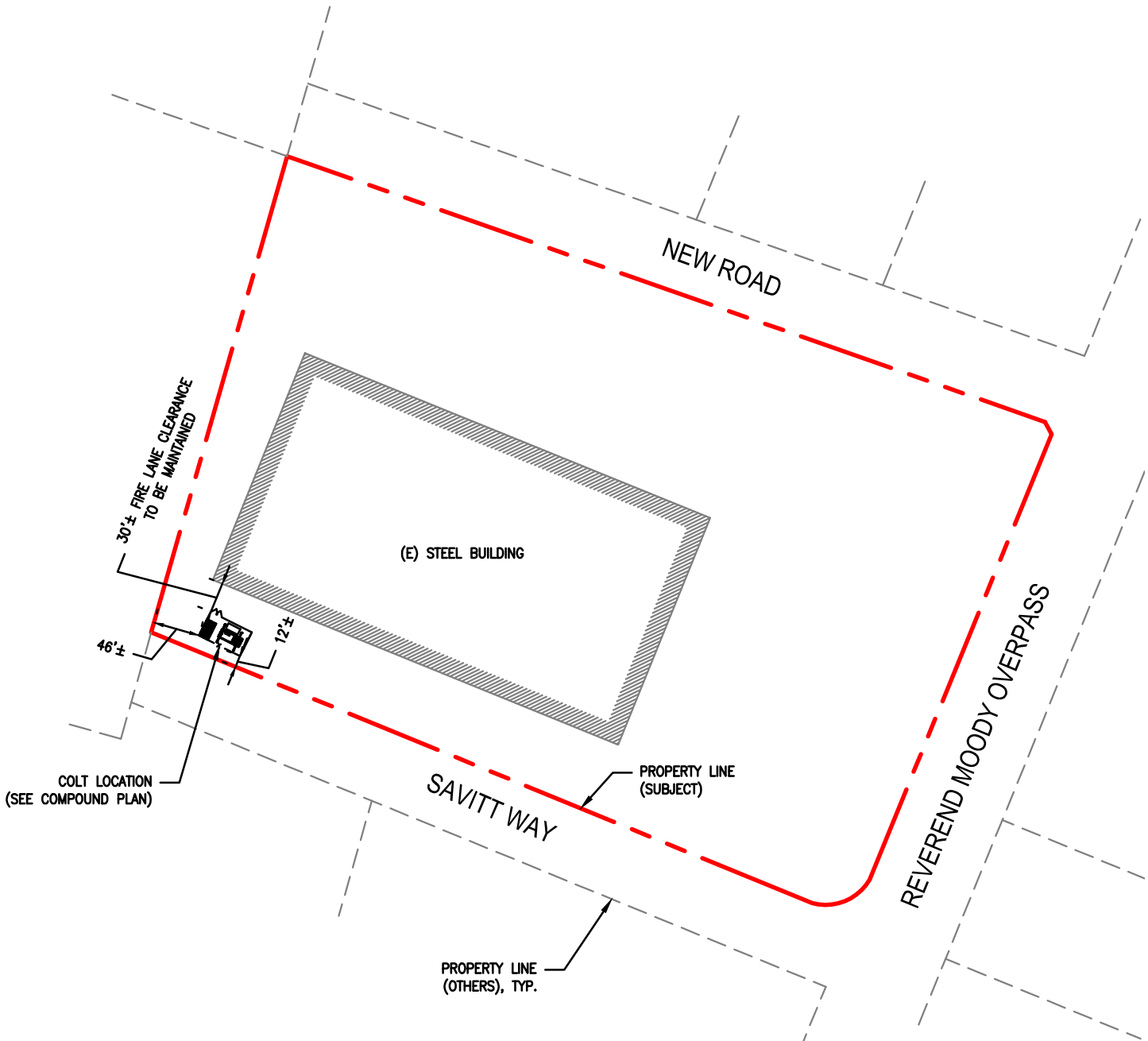
TRM is pleased to submit the attached Notice of Exempt Modification on behalf of T-Mobile Northeast, LLC. The original and three copies along with a check have been mailed out and will be at your office on Wednesday. Thank you.

**Thomas White | Senior Site Acquisition Manager**



750 West Center Street | Suite 301 | West Bridgewater, MA 02379  
P: 203-417-4446  
[twhite@clinellc.com](mailto:twhite@clinellc.com)

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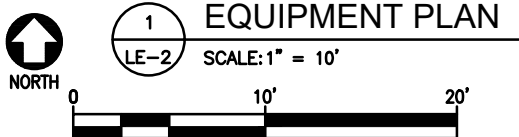
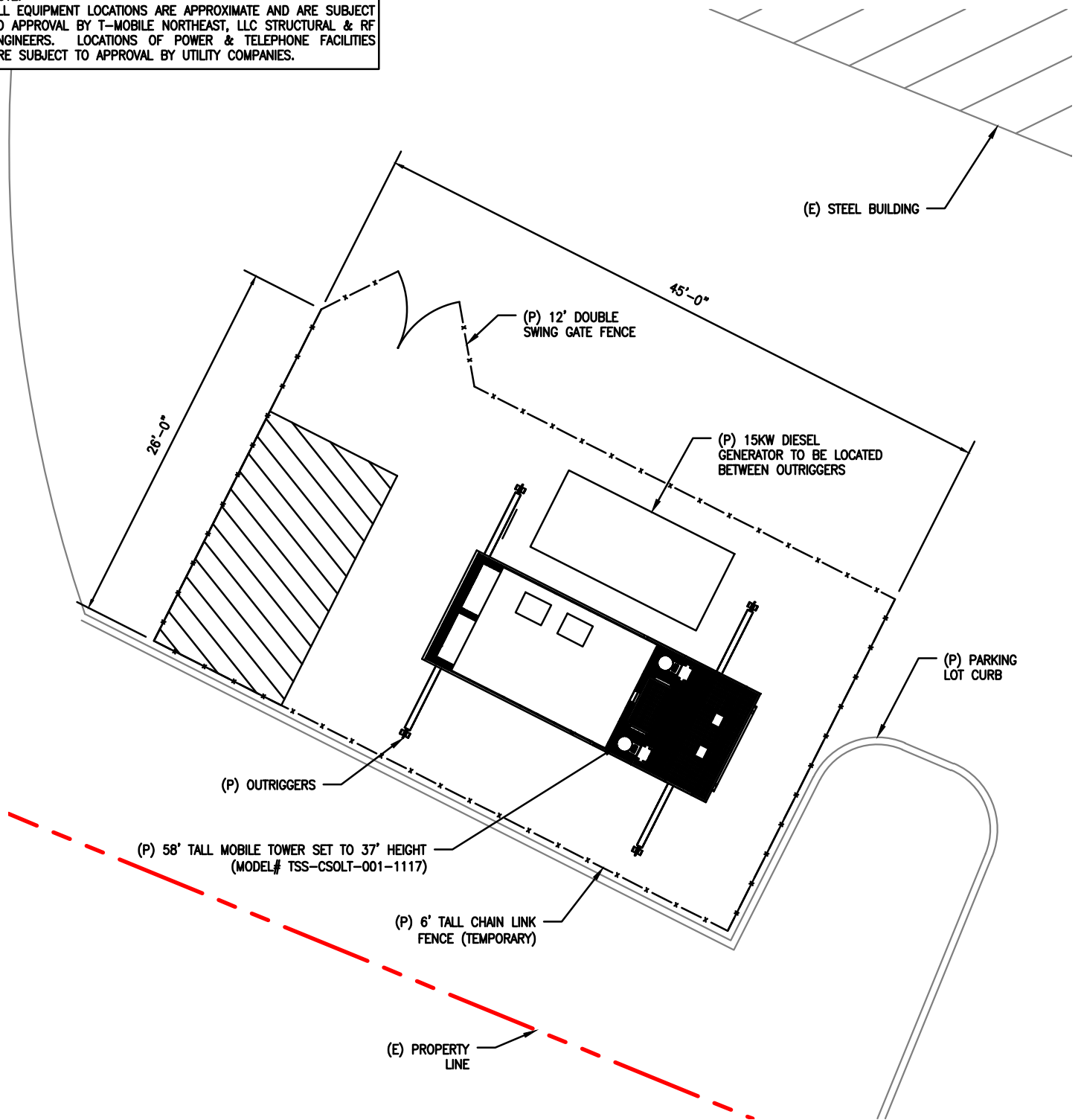
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