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1087 Broad Street
Bridgeport, CT 06604

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EASEMENT

Local Tax \$0.00
State Tax \$0.00

Susan M. Pawluk, Town Clerk

Susan M. Pawluk

TELECOMMUNICATIONS EASEMENT AGREEMENT

This Telecommunications Easement Agreement (this "Agreement") is made and entered into as of the 20th day of September, 2018 (the "Effective Date"), by and among **UB Railside, LLC**, having a mailing address of 321 Railroad Avenue, Greenwich, CT 06830 ("Grantor"), **UB Dockside, LLC**, having a mailing address of 321 Railroad Avenue, Greenwich, CT 06830 ("Limited Grantor") and Barrett Outdoor Communications, Inc., having a mailing address of 381 Highland Street, West Haven, CT 06516 ("Grantee").

Whereas, Grantor is the owner of that certain shopping center property known as the "Railside" portion of The Dock Shopping Center, located at 200 East Main Street, Stratford, Connecticut (as more particularly described in Exhibit A attached hereto, the "UB Property"); and

Whereas, Limited Grantor is the owner of that certain shopping center property known as the "Dockside" portion of The Dock Shopping Center, located at 955 Ferry Boulevard, Stratford, Connecticut (as more particularly described in Exhibit A-1 attached hereto, the "Dockside Property"); and

Whereas, the parties desire that Grantor and Limited Grantor (as applicable) grant the easement rights provided herein, subject to the provisions of this Agreement;

Now Therefore, for and in consideration of the benefits and obligations set forth herein and other valuable consideration given by Grantee and received to the full satisfaction of Grantor and Limited Grantor, the parties agree as follows:

1. Grant of Easements. In accordance with that certain Agreement made as of the Effective Date by and among Grantor, Limited Grantor, UB Stratford I, LLC ("UBSI"), Jacks Company and Grantee (the "UB-Barrett Contract"), each of Grantor and Limited Grantor hereby grants, sells, and conveys to Grantee, with warranty covenants (as defined in Connecticut General Statutes § 47-36e), a perpetual "Telecommunications Easement", subject to the matters stated in Exhibit B attached hereto and as defined and further provided in this Agreement, provided that the conveyance from Limited Grantor is limited to (a) the Dockside Ingress/Egress Route (as defined in subsection 2(b)(iv)) and (b) utility line easements (applicable to the Dockside Property) as described in subsection 2(c). The location of the easement areas mentioned in this Agreement (collectively, the "Easement Areas"), the location of the UB Property and the location of the Dockside Property are shown on a certain map entitled "Telecommunications Easement Map, Dock Shopping Center, Stratford, Connecticut", consisting of Sheets A1 and A2, prepared for Urstadt Biddle Properties Inc. by Codespoti & Associates, P.C., dated January 8, 2018, and on file or to be filed on the Stratford, Connecticut Land Records (the "Telecommunications Easement Map"). A copy of the Telecommunications Easement Map is attached hereto as Exhibit C.

2. The Telecommunications Easement.

(a) The “Telecommunications Easement” is the right in Grantee to construct, erect, install, use, operate, energize, inspect, maintain, repair, restore, remove and replace the Telecommunications Facilities (as defined below) and for access and utilities to serve the Telecommunications Facilities as further provided in this Agreement, subject to all applicable laws and regulations. “Telecommunications Facilities” means a tower structure, any antennas and associated equipment that may be mounted on the tower, and such ground structures, improvements, and equipment which Grantee reasonably determines are necessary or useful to support and enable the operation of such antennas, all for the purpose of receiving, relaying, and/or transmitting telecommunications signals to and from the telecommunications antennas and land-based communications networks. The Telecommunication Facilities may not, however, be used for any purposes other than telecommunications facilities (it being expressly understood that no sign may be installed on the tower other than signs warning of danger relating to the Telecommunications Facilities and any signs required by laws), and Grantee shall use commercially reasonable efforts during the design phase for the installation of the Telecommunications Facilities to minimize the presence and size of any ground equipment. The Telecommunications Facilities shall be located in the “Telecommunications Easement Area” shown on the Telecommunications Easement Map.

(b) Access. The right of access for Grantee provided in subsection 2(a) shall be limited to

(i) having a crane set up on the UB Property within close proximity to the Telecommunications Easement Area,

(ii) having a pedestrian-accessible path over each of the “Access Paths” (as defined below), or such other path or paths as may be provided by Grantor that allow for effective access to the Telecommunications Easement Area not materially less convenient than the Access Paths,

(iii) utilizing such other areas in close proximity to the Telecommunications Easement Area as may be reasonably necessary for the exercise of Grantee’s other rights under subsection 2(a), and

(iv) access for ingress and egress to the Telecommunications Easement Area from (A) East Main Street via the “Access Road Parcel”, the “Connecting Centers Right of Way”, and the “Easement for Highway Purposes and Appurtenances, Bk, 1203, Pg. 89”, all shown on Stratford Land Records Map No. 3700, (B) Ferry Boulevard over the “Connecting Centers Right of Way” and the “Access Easement #3, Bk, 1203, Pg. 89”, each as shown on Stratford Land Records Map No. 3700 (the “Dockside Ingress/Egress Route”), or (C) such other area or areas as may be provided by Grantor or Grantor’s affiliates that allows effective access to the Telecommunications Easement Area not materially less convenient than the aforesaid areas.

The "Access Paths" are the areas labeled as such on the Telecommunications Easement Map, provided, however, that Grantee shall have the right to adjust the location of Access Paths to coincide with gates to be installed in the fencing for the Telecommunications Easement Area, based on field conditions during construction of the Telecommunications Facilities. Grantee shall be allowed twenty-four hour, seven days per week ("24/7") access pursuant to clause (ii) above and shall be entitled to install pavement markings denoting the boundary of the Access Paths, which shall be kept free of obstruction by Grantor except for moving boats, vehicles and equipment across the Access Paths, during the course of transit. Grantee shall also be allowed 24/7 vehicular access by pick-up, panel truck, or similar, and a fuel delivery truck solely to the westernmost Access Path at its end that is furthest removed from the Telecommunications Easement Area. If Grantor exercises its right pursuant to clause (ii) above to provide any alternate path(s), such alternate path(s) shall be deemed "Access Paths" for the purposes of this Agreement. If such alternate path(s) do not coincide with gates installed in the fencing for the Telecommunications Easement Area, then Grantee's reasonable consent shall be required for the locations of such alternate path(s) and Grantor shall be responsible for installing any replacement gates that may be required. Any areas (including, but not limited to, the Access Paths) outside of the Telecommunications Easement Area shall only be utilized as permitted in this subsection 2(b) for such period or periods is/as are reasonably necessary to accomplish the applicable construction, repair, maintenance, replacement, and/or utilization of the Telecommunications Facilities in a manner that minimizes disruption to use of the areas outside the Telecommunications Easement Area, and any reasonable out-of-pocket costs incurred by Grantor as a result of Grantee's utilization of any areas outside of the Telecommunications Easement Area after Grantee's initial installation of the Telecommunications Facilities shall be reimbursed by Grantee within fifteen (15) business days after Grantor gives Grantee an invoice therefor along with reasonable supporting documentation. Notwithstanding the foregoing, such reimbursement shall not be applicable during the summer season when boats are generally in the water. Grantee's use of the Telecommunications Facilities and the Telecommunications Easement Area is conditioned upon Grantee (i) obtaining and (ii), to the extent Telecommunications Approvals (as defined in the UB-Barrett Contract) are required to be maintained and held by Grantee as opposed to any telecommunications provider, maintaining such Telecommunications Approvals. The location of the crane that may be set up on the UB Property shall be subject to Grantor's prior approval, which shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, Grantee shall not interfere in any manner with the use of the Connecting Centers Right of Way or the Access Road Parcel for ingress and egress to the UB Property or such other area(s) providing for reasonable access to the Telecommunications Easement Area as may be provided by Grantor, except that traffic may be re-routed around the work zone during the minimum time that may be required as a safety precaution when performing a crane lift or other work over the Connecting Centers Right of Way or other area that may cause workers or members of the public to be in harm's way. Except in the event of an emergency or as otherwise provided in this Agreement, Grantee shall give Grantor not less than five (5) business days' prior notice of any access to the Telecommunications Easement Area pursuant to this Agreement (i.e., not only to exercise the rights provided

in subsection 2(a)) to the extent such access shall require the use of the UB Property or access via the UB Property. Such advance notice shall not be required for (i) pedestrian access to the Telecommunications Facilities or (ii) vehicular access to the Telecommunications Facilities via a panel van, pick-up truck, or similar vehicle, as well as by a fuel delivery vehicle, to the extent that such access does not interfere with use of the UB Property (including, without limitation, parking on the UB Property).

(c) Utilities. Solely for the purposes of providing service to the Telecommunications Facilities, Grantee shall have the right to install, repair, replace and maintain underground electric, natural gas, and/or communications lines in the areas shown as "Telecommunications Utilities Easement Area" on the Telecommunications Easement Map or such other area or areas as may be determined the most feasible by the utility company or companies providing the service, subject to the approval of Grantor (to the extent applicable to the UB Property), Limited Grantor (to the extent applicable to the Dockside Property) and Grantee, each of which shall not be unreasonably withheld or delayed (it being understood that (i) Grantor's approval shall be deemed reasonably withheld if the location of the utility lines would materially interfere with the potential development or improvement of the UB Property or with the rights of any tenant(s) of Grantor, and (ii) Limited Grantor's approval shall be deemed reasonably withheld if the location of the utility lines would materially interfere with the potential development or improvement of the Dockside Property or with the rights of any tenant(s) of Limited Grantor). It is acknowledged that the easterly end of the Telecommunications Utilities Easement Area located on the Dockside Property encompasses one or more transformers to which electric power is supplied by the local electric power transmission public utility (presently The United Illuminating Company). Limited Grantor shall continue to allow the local electric power transmission utility to provide electrical power to the Telecommunications Utilities Easement Area, as the same may be relocated pursuant to the provisions of this Agreement, pursuant to the same type of arrangement as presently exists to allow for the aforesaid transformer(s) and the power to it or them. Grantor shall also have the right to relocate a utility line and the easement area for such line if reasonably required due to any development or improvement of the UB Property, and Limited Grantor shall also have the right to relocate a utility line and the easement area for such line if reasonably required due to any development or improvement of the Dockside Property. Grantee shall have the right to relocate a utility line and the easement area for such line if it is not reasonably feasible to locate or maintain any utility line servicing the Telecommunications Facilities in an existing location. Any relocation shall be upon reasonable advance notice to the other party, subject to such party's approval, not to be unreasonably withheld or delayed (it being understood that (i) Grantor's approval shall be deemed reasonably withheld if the location of the utility lines would materially interfere with the potential development or improvement of the UB Property or with the rights of any tenant(s) of Grantor, and (ii) Limited Grantor's approval shall be deemed reasonably withheld if the location of the utility lines would materially interfere with the potential development or improvement of the Dockside Property or with the rights of any tenant(s) of Limited Grantor), and shall be performed in a manner that results in no disruption to such utility service or the minimum disruption reasonably possible associated with cutting over from one utility line to another. The cost of any

relocation shall be borne by the party exercising the right to relocate the applicable utility line. Subject to the terms of this Agreement, each of Grantor and Limited Grantor (as applicable) agrees to cooperate in good faith with Grantee in the event that any public utility requires a separate utility easement running to the Telecommunications Facilities. Each of Grantor and Limited Grantor (as applicable) agrees to promptly execute and deliver such additional agreements and instruments as said utility shall reasonably require, including using commercially reasonable efforts to obtain the consent and joinder of Grantor's and Limited Grantor's mortgagees (as applicable) to any such grant if requested by the applicable utility. Grantee shall also have the right to utilize such portions of the UB Property and the Dockside Property within ten (10') feet of the utility lines (and not under buildings) as are reasonably necessary to facilitate the construction, maintenance, repair, and/or replacement of the utility lines provided in this subsection 2(c). Grantee shall be responsible for promptly and completely restoring any area of the UB Property and/or the Dockside Property damaged as a result of Grantee's exercise of any of its rights hereunder, provided that such restoration shall be made as seasonably appropriate, which, for example, may include a temporary asphalt patch during the season when asphalt plants are closed, to be replaced by a permanent patch as soon as practical. In the event that Grantee fails to comply with the foregoing obligation within fifteen (15) business days after notice from Grantor or Limited Grantor (as applicable), subject to reasonable extension of such period due to seasonal conditions, Grantor or Limited Grantor (as applicable) shall have the right to perform such restoration on behalf of Grantee, in which case Grantee shall reimburse Grantor or Limited Grantor (as applicable) for the cost of such restoration (plus a 15% administrative charge) within fifteen (15) business days after Grantor or Limited Grantor (as applicable) gives Grantee an invoice therefor. Other than the right for a utility line to remain in place, any areas outside of the Telecommunications Easement Area utilized as permitted in this subsection 2(c) shall only be utilized for such period or periods is/as are reasonably necessary to accomplish the applicable construction, repair, maintenance and/or replacement and in a manner that minimizes disruption to the use of said areas by Grantor, Limited Grantor and their respective tenant(s) and tenant(s)' customers.

(d) Notwithstanding anything to the contrary in this Agreement, in the event that the Telecommunications Approvals have not been obtained by August 1, 2025 and Grantee does not timely give Grantor an Approvals Process Confirmation (as defined below), Grantor shall have the right to attempt to obtain the Telecommunications Approvals on behalf of Grantee. In the event Grantor wishes to attempt to obtain the Telecommunications Approvals on behalf of Grantee, Grantor shall give Grantee notice thereof (such notice, an "Approvals Pursuit Notice"). If Grantee does not wish for Grantor to attempt to obtain the Telecommunications Approvals on behalf of Grantee, Grantee shall have a period of one (1) year following the giving of the Approvals Pursuit Notice to provide Grantor with (i) the Telecommunications Approvals or (ii) a notice accompanied by reasonable evidence that Grantee is diligently pursuing the Telecommunications Approvals (such notice, an "Approvals Process Confirmation"). If Grantee fails to timely provide either the Telecommunications Approvals or the Approvals Process Confirmation within such 1-year period, then Grantor may attempt to obtain the Telecommunications Approvals on behalf of Grantee following the expiration of such 1-

year period. For the purposes of this subsection 2(d), reasonable evidence that Grantee is diligently pursuing the Telecommunications Approvals shall include, without limitation, Grantee demonstrating that it has submitted pending applications for the Telecommunications Approvals or that it has had applications for the Telecommunications Approvals denied within the three (3) year period preceding the Approvals Pursuit Notice. Grantor may not give an Approvals Pursuit Notice more often than one time in any three (3) year period. If Grantor obtains the Telecommunications Approvals pursuant to this subsection 2(d), Grantee shall promptly reimburse Grantor for the reasonable costs and expenses (including reasonable attorneys fees) incurred by Grantor in obtaining the Telecommunications Approvals.

3. Exclusive and Non-Exclusive Easement Rights. From and after the date (the "Exclusive Use Date") that Grantee has (a) obtained the Telecommunications Approvals and (b) commenced construction of the Telecommunications Facilities, Grantee shall have the exclusive use of the Telecommunications Easement Area, subject, however, to Grantor's right to keep in place, maintain, repair and/or replace the 48" drainage line, to the extent it passes through (or under) the Telecommunications Easement Area. Grantee shall not construct any improvements in the Telecommunications Easement Area that would materially restrict Grantee from access or excavation for the purposes of maintenance, repair and/or replacement of the 48" drainage line. Prior to the Exclusive Use Date, Grantor shall have the right to use the Telecommunications Easement Area in any manner that would not prevent Grantee from exercising its rights under this Agreement within thirty (30) days after Grantee's receipt of the Telecommunications Approvals. Grantee's rights with respect to the Easement Areas other than the Telecommunications Easement Area are in-common, non-exclusive rights, provided that such in-common use shall not be materially inconsistent with Grantee's rights provided in this Agreement.

4. Maintenance and Repair. Grantee shall keep the Telecommunications Facilities and any utility services and other related facilities in good order and repair and well-maintained, and Grantee shall comply with all laws and regulations applicable to its use of the Telecommunications Facilities and the Telecommunications Easement Area. It is understood and agreed that Grantor and Limited Grantor make no representation or warranty as to whether the Telecommunications Facilities and/or the Telecommunications Easement Area may be used in compliance with laws and regulations for the purposes contemplated by this Agreement. Grantor shall keep (or cause to be kept) all of its property, to the extent it affects Grantee's rights hereunder, well-maintained and in good repair. Neither party shall allow or maintain any condition that impairs the rights of the other party hereunder. Any work carried out hereunder shall be done in a prompt and workmanlike manner, in accordance with all laws, and so as to not unreasonably interfere with the rights of the other party hereunder. In the event either party fails to comply with the foregoing obligations within fifteen (15) business days after notice from the other, the party giving the notice shall have the right to perform such restoration on behalf of the violating party, in which case the violating party shall reimburse the other party for the cost of such restoration (plus a 15% administrative charge) within fifteen (15) business days after an invoice therefor is given to the violating party.

5. Indemnification, Insurance and Waiver of Subrogation.

(a) To the fullest extent permitted by laws, but expressly subject to the terms of subsection 5(g) below, Grantee agrees to (i) indemnify, defend and hold harmless Grantor, Limited Grantor, their respective affiliates and the mortgagees, officers, directors, members, shareholders, employees and agents of Grantor, Limited Grantor and their respective affiliates from and against any and all claims, liabilities, damages, costs and expenses (including statutory liability and reasonable attorneys' fees) (collectively, "Claims") arising from the use of the UB Property and/or the Dockside Property (including the Easement Areas) by Grantee, its principals, contractors, subcontractors, tenants, subtenants, licensees, invitees, agents, servants, or employees and/or the exercise by any of the foregoing of any of Grantee's rights under this Agreement, and (ii) pay for any damage which may arise to any person or property by reason of Grantee's use, occupation or possession of the UB Property and/or the Dockside Property (including the Easement Areas), other than consequential damages. To the extent this indemnity is an indemnification for a tort of another for which Grantee is not otherwise responsible by law, the indemnification shall only apply to the extent covered pursuant to the industry-standard commercial general liability ("CGL") policy form then in effect.

(b) To the fullest extent permitted by laws, but expressly subject to the terms of subsection 5(g) below, (i) Grantor agrees to (A) indemnify, defend and hold harmless Grantee and its affiliates and their respective officers, directors, members, shareholders, employees and agents from and against any and all Claims arising from the use of the UB Property (including any applicable Easement Areas) by Grantor, its principals, contractors, subcontractors, tenants, subtenants, licensees, invitees, agents, servants, or employees and/or the exercise by any of the foregoing of any of Grantor's rights under this Agreement, and (B) pay for any damage which may arise to Grantee's property by reason of Grantor's use, occupation or possession of the UB Property (including any applicable Easement Areas), other than consequential damages, and (ii) Limited Grantor agrees to (A) indemnify, defend and hold harmless Grantee and its affiliates and their respective officers, directors, members, shareholders, employees and agents from and against any and all Claims arising from the use of the Dockside Property (including any applicable Easement Areas) by Limited Grantor, its principals, contractors, subcontractors, tenants, subtenants, licensees, invitees, agents, servants, or employees and/or the exercise by any of the foregoing of any of Limited Grantor's rights under this Agreement, and (B) pay for any damage which may arise to Grantee's property by reason of Limited Grantor's use, occupation or possession of the Dockside Property (including any applicable Easement Areas), other than consequential damages. To the extent this indemnity is an indemnification for a tort of another for which Grantor or Limited Grantor (as applicable) is not otherwise responsible by law, the indemnification shall only apply to the extent covered pursuant to the industry-standard CGL policy form then in effect.

(c) At all times that this Agreement is in effect, each of Grantor, Limited Grantor and Grantee shall carry and maintain CGL insurance, including personal injury liability, contractual liability and products and completed operations liability, with respect to the use

of the Easement Areas in the minimum amount of THREE MILLION DOLLARS (\$3,000,000.00) per occurrence, which may be provided by a CGL policy with limits in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) each "occurrence" limit, with umbrella liability coverage for any shortfall between \$3,000,000.00 and the coverage limits under the CGL policy. The foregoing minimum limits of insurance coverage to be maintained by each party shall in no way limit or diminish such party's liability hereunder.

(d) The CGL insurance policy required of Grantee hereunder shall (i) name the owner or owners and/or mortgagees of the UB Property and the Dockside Property (including the Easement Areas) as additional insureds; (ii) be on a "per location" basis; (iii) contain a provision that, although Grantor, Limited Grantor and/or any owner(s) and/or mortgagees of the UB Property and/or the Dockside Property (including the Easement Areas) is/are named as an additional insured, Grantor, Limited Grantor and/or any owner(s) and/or mortgagees of the Easement Areas shall nevertheless be entitled to recover under such policy for any loss, injury, or damages to Grantor, Limited Grantor and/or any owner(s) and/or mortgagees of the UB Property or the Dockside Property (including the Easement Areas), and their respective agents, servants and employees, or the property of Grantor, Limited Grantor and/or any owner(s) and/or mortgagees of the UB Property or the Dockside Property (including the Easement Areas), as a result of the negligence of Grantee, its agents, servants and employees; (iv) contain an express waiver of any right of subrogation against Grantor, Limited Grantor and any owner(s) and/or mortgagees of the UB Property or the Dockside Property (including the Easement Areas); and (v) be on an occurrence form and issued by a company rated at least "A - VIII" by Best's Property and Casualty Insurance Reports. An executed certificate issued by Grantee's insurance company for the insurance policy required of Grantee hereunder shall be delivered to Grantor and Limited Grantor on the Effective Date, and an executed certificate issued by Grantee's insurance company for any renewal policy or new policy to take the place of such policy shall be delivered to Grantor and Limited Grantor at least ten (10) days prior to the expiration of each existing policy. Together with each insurance certificate that is delivered to Grantor and Limited Grantor, Grantee shall deliver evidence satisfactory to Grantor and Limited Grantor that any relevant policy, including any endorsements, provides for (A) the status of Grantor, Limited Grantor and any owner(s) and/or mortgagees of the UB Property and/or the Dockside Property (including the Easement Areas) as additional insureds and (B) the required waiver of any right of subrogation against Grantor, Limited Grantor and/or any owner(s) and/or mortgagees of the UB Property and/or the Dockside Property (including the Easement Areas).

(e) The insurance policy required of Grantor and Limited Grantor hereunder shall (i) name Grantee or, if notice of change in ownership is provided to Grantor and Limited Grantor, the then-owner or owners of Grantee's rights hereunder as additional insured(s); (ii) be on a "per location" basis, (iii) contain a provision that, although Grantee is named as an insured, Grantee shall nevertheless be entitled to recover under such policy for any loss, injury, or damages to Grantee, and its agents, servants and employees, or the property of Grantee, as a result of the negligence of Grantor, Limited Grantor or their respective agents, servants and employees; (iv) contain an express waiver of any right of subrogation against Grantee; and (v) be on an occurrence form and issued by a company rated at least "A - VIII"

by Best's Property and Casualty Insurance Reports. An executed certificate issued by Grantor's and Limited Grantor's insurance company for the insurance policy required of Grantor and Limited Grantor hereunder shall be delivered to Grantee on the Effective Date, and an executed certificate issued by Grantor's and Limited Grantor's insurance company for any renewal policy or new policy to take the place of such policy shall be delivered to Grantee at least ten (10) days prior to the expiration of each existing policy. Together with each insurance certificate that is delivered to Grantee, Grantor and Limited Grantor shall deliver evidence satisfactory to Grantee that any relevant policy, including any endorsements, provides for (A) the status of Grantee as an additional insured and (B) the required waiver of any right of subrogation against Grantee.

(f) Grantee shall cause its contractor(s) and subcontractor(s) (i) utilized for the construction of the telecommunications tower, during the period of construction and until the completion of such construction, and (ii) operating cranes having a lifting capacity in excess of ten (10) tons, to maintain, in each case, (A) commercial general liability satisfying all of the same requirements that Grantee is required to satisfy under subsection 7(c) and (B) workers' compensation or similar insurance to the extent required by laws, naming Grantor, any owner(s) of the UB Property and the Easement Areas, any mortgagee(s) with respect to the Easement Areas and Grantee as additional insureds on such liability policies, with a waiver of subrogation against Grantor and Grantee. Prior to the commencement of any such work, Grantee shall require all contractors and subcontractors engaged in the performance of such work to deliver to Grantor and Grantee executed copies of certificates issued by the contractors' and subcontractors' insurance companies evidencing the existence of such required insurance. It is expressly understood and agreed that none of such work shall be insured by Grantor under Grantor's insurance.

(g) In the event that Grantor, Limited Grantor or Grantee sustains a loss by fire or other casualty and such loss is caused in whole, or in part, by acts or omissions of the other party, its agents, employees, or servants, then the party sustaining the loss agrees, to the extent that the party sustaining such loss is compensated for such loss by insurance (or, if any insurance policy(ies) were not maintained as required hereunder, would have been compensated for such loss by insurance had such insurance policy(ies) been maintained) that such party shall waive all rights of recovery against the other party, as well as the agents, employees, or servants of the other party (and, in any such case, no third party shall have any right of recovery, by way of subrogation or assignment or otherwise).

6. Grantee agrees to pay directly to the taxing authority when due all personal property taxes, assessments, charges, fines and impositions levied and/or assessed upon the Telecommunications Facilities and appurtenances thereto (collectively, "Personal Property Taxes"), although Grantee may in good faith contest the validity and/or amount of such Personal Property Taxes in compliance with laws. Also, Grantee agrees to pay to Grantor within thirty (30) days after Grantor gives Grantee an invoice therefor all real property taxes, assessments and charges (collectively, "Real Property Taxes") to the extent levied and/or assessed upon or with respect to the Telecommunications Facilities and appurtenances thereto. If Grantee shall fail to timely make such payment to Grantor, any unpaid amounts shall bear interest from the date due

until the date of payment by Grantee at the rate of twelve (12%) percent per year. In the event Grantor does not elect to contest the validity and/or amount of any such Real Property Taxes within a reasonable period following a request from Grantee to contest such Real Property Taxes, Grantee may contest such Real Property Taxes at its sole cost and expense, but Grantee may not agree to any increase in the Real Property Taxes that would be payable by Grantor, and Grantee shall be responsible for any increase in the Real Property Taxes payable by Grantor that may result from such contest. Grantor shall pay when due all Real Property Taxes, fines and impositions attributable to the UB Property which may attain priority over the rights and easements granted to Grantee herein. If Grantor shall fail to pay any of the Real Property Taxes, fines and impositions within thirty (30) days after notice from Grantee, Grantee may, but shall not be required to, pay any such sums and/or perform any such obligation at the expense of Grantor. Any amounts so paid by Grantee shall bear interest from the date paid by Grantee until the date paid by Grantor at the rate of twelve (12%) percent per year, and shall be paid by Grantor to Grantee, with such interest, upon notice from Grantee to Grantor requesting payment. To the extent permissible by laws, any contest by Grantee of Real Estate Taxes under this Agreement shall be limited solely to the Real Estate Taxes levied and/or assessed upon or with respect to the Telecommunications Facilities and appurtenances thereto.

7. Relocation of Telecommunications Facilities and Easement Areas.

(a) In addition to the rights of Grantee as provided in subsection 2(c) to relocate (i) the easement areas for utility lines and (ii) utility lines, and subject to the other terms of this Agreement, at any time and from time to time, Grantee may remove and/or replace all or any portion of the Telecommunications Facilities and any other fixtures, equipment, whether they constitute real or personal property of Grantee or any other person or entity claiming by, through or under Grantee, which property shall at all times remain the property of Grantee or such other person or entity, as the case may be, regardless of how the same may be affixed to or located upon the UB Property or the Dockside Property and notwithstanding that any such improvements may constitute a "fixture" under applicable law, and Grantor and Limited Grantor agree, from time to time upon request, to execute and deliver such documents as Grantee may request to confirm the foregoing, it being further agreed that the Telecommunications Facilities shall be real property. Nothing herein contained shall require Grantee to remove any footings, foundations or piles constructed or installed to support the Telecommunications Facilities, whether above or below the ground.

(b) In addition to the rights of Grantor and Limited Grantor as provided in subsection 2(c) to relocate (i) the easement areas for utility lines and (ii) utility lines, Grantor shall have the right on one (1) or more occasions to relocate the Easement Areas if reasonably required due to any development or improvement of the UB Property. Any relocation pursuant to this subsection 7(b) shall be subject to Grantee's prior approval, not to be unreasonably withheld or delayed (it being understood that Grantee's approval shall be deemed reasonably withheld if the relocation would result in a drop in income obtainable for utilization of the Telecommunications Facilities versus the income obtainable for utilization of the Telecommunications Facilities before the relocation, except as provided below with respect to any loss of net income during a relocation

period, the cost of which shall be borne by Grantor) or result in a loss of any lease or license agreement for the use of the Telecommunications Facilities and shall be performed by Grantor in a manner that results in the minimum disruption reasonably possible associated with relocation of the Easement Areas and the Telecommunications Facilities (with Grantor also being obligated to obtain all applicable permits and approvals for the relocation). The cost of any relocation of the Easement Areas and the Telecommunications Facilities (pursuant to this subsection 7(b)) and any loss of net income during the period of relocation shall be borne by Grantor, with "loss of net income" for the purposes of this sentence being measured as the following during the period in which construction and/or demolition activities take place for the relocation of the Telecommunications Facilities: (i) the revenue for use of the Telecommunications Facilities less Grantee's cost for maintenance and utilities had the relocation not taken place, less (ii) Grantee's actual revenue for use of the Telecommunications Facilities less Grantee's actual cost for maintenance and utilities. Grantor shall also be responsible for such additional out-of-pocket cost, if any, as may be incurred by the telecommunications carriers to maintain their quality of service during the relocation, and their cost of relocation. As a part of any relocation pursuant to this subsection 7(b), a revised Telecommunications Easement Map shall be prepared and the parties shall execute a recordable amendment to this Agreement reflecting the modification of the Easement Areas, and such amendment and the revised Easement Map shall be recorded in the Stratford Land Records.

8. In the event of the condemnation by governmental authority, or by virtue of eminent domain, of any portion of the Easement Areas, each of Grantor and Limited Grantor grants to Grantee, and Grantee expressly reserves the right to commence any action for recovery of damages for losses sustained in its own name by virtue of the taking of or condemnation of such Easement Areas and/or of any of Grantee's rights hereunder.

9. This Agreement herein shall be construed in accordance with and governed by the laws of the State of Connecticut. The covenants and easements herein granted shall run with the land and shall be construed as running with the land and this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. This Agreement may not be changed orally and may be changed only by an agreement in writing signed by the party against whom enforcement of any such change is sought. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. There are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this Agreement.

11. Defaults / Termination / Removal of Telecommunications Facilities.

(a) Except as provided in this Section 11, no breach of any of the terms or provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement on account of such breach, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(b) In the event of any breach of any term of the Agreement, the prevailing party in the ensuing enforcement action shall be entitled to recover its reasonable attorneys' fees and related costs from the other party. Each party agrees to indemnify and hold the other party harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) which the other party may suffer or incur as a result of the breach of this Agreement by the indemnifying party.

(c) Notwithstanding anything to the contrary in this Agreement, subject to Grantee's right to cure, as provided in the subsequent sentence, Grantor may terminate this Agreement upon two (2) years' notice to Grantee (an "Abandonment Notice") in the event that Grantee has constructed Telecommunications Facilities and they have been energized and placed in use and Grantee has subsequently ceased to use the Telecommunications Facilities for a period of two (2) years. In the event Grantor gives Grantee an Abandonment Notice, Grantee shall have a period of two (2) years to provide Grantor with reasonable evidence that Grantee or any telecommunications service provider is actively using the Telecommunications Facilities for telecommunications purposes, which 2-year cure period may be extended for up to one (1) year if casualty damage to the Telecommunications Facilities is the reason for the lack of use. If Grantee fails to timely provide the requisite reasonable evidence within two (2) years of an Abandonment Notice, as such 2-year period may be extended pursuant to this subsection 11(c), this Agreement shall terminate as of the expiration of such 2-year period, as such 2-year period may be extended pursuant to this subsection 11(c). For the purposes of this subsection 11(c), reasonable evidence that Grantee is actively using the Telecommunications Facilities shall include, without limitation, Grantee demonstrating the existence of ongoing negotiations with any telecommunications service provider for the use of the Telecommunications Facilities. An Abandonment Notice must include the following statement: "This is an Abandonment Notice given pursuant to subsection 11(c) of the Telecommunications Easement Agreement between UB Railside, LLC, UB Dockside, LLC, and Barrett Outdoor Communications, Inc. dated September __, 2018. Failure to provide evidence of non-abandonment in the manner prescribed in subsection 11(c) will result in the termination of the Telecommunications Easement." A purported Abandonment Notice that does not contain the foregoing statement shall be void and shall not serve as a basis for termination pursuant to this subsection 11(c).

(d) Notwithstanding anything to the contrary in this Agreement, from and after August 1, 2019, Grantor may terminate this Agreement upon one (1) year's notice to Grantee (a "Non-Development Notice") in the event that Grantee has obtained the Telecommunications Approvals but has failed to complete construction of the

Telecommunications Facilities. In the event Grantor gives Grantee a Non-Development Notice, Grantee shall have a period of one (1) year to complete construction of the Telecommunications Facilities, which 1-year cure period may be extended for a reasonable time if the failure to complete construction within such 1-year period is due to casualty damage to the Telecommunications Facilities, delays caused by Grantor, and/or force majeure. "Force majeure" with respect to any extension of time provided in this Agreement shall mean an event beyond the reasonable control or anticipation of a party seeking to avail itself of a force majeure delay (e.g., an act of God, a labor strike, a shortage of materials), but shall not apply to the payment of any sum due hereunder. If Grantee fails to complete construction of the Telecommunications Facilities within the 1-year period provided above, as such 1-year period may be extended pursuant to this subsection 11(d), this Agreement shall terminate as of the expiration of such 1-year period, as such 1-year period may be extended pursuant to this subsection 11(d). A Non-Development Notice must include the following statement: "This is a Non-Development Notice given pursuant to subsection 11(d) of the Telecommunications Easement Agreement between UB Railside, LLC, UB Dockside, LLC, and Barrett Outdoor Communications, Inc. dated _____ [the date of this Agreement to be filled in here] _____. Failure to complete construction of the Telecommunications Facilities within the time allowed under subsection 11(d) will result in the termination of the Telecommunications Easement." A purported Non-Development Notice that does not contain the foregoing statement shall be void and shall not serve as a basis for termination pursuant to this subsection 11(d).

(e) Notwithstanding anything to the contrary in this Agreement, in the event Grantee shall not have obtained the Telecommunications Approvals, but (i) all applicable governmental approvals have been obtained for the construction of a new telecommunications tower of at least 120' in height on the property owned by UBSI, with the capacity to accommodate at least five (5) telecommunications carriers, and (ii) the new tower and applicable ground facilities have been constructed and energized pursuant to the 28 Sidney Street Telecommunications Easement (as defined in the UB-Barrett Contract), this Agreement shall automatically terminate.

(f) If Grantor makes any payment(s) and/or performs any obligations on Grantee's behalf as provided in this Agreement, any reimbursement to which Grantor shall be entitled pursuant to this Agreement shall be a lien on Grantee's easement (Grantee's easement consisting of all of Grantee's rights and obligations hereunder). Grantor may foreclose its lien if Grantee shall not have paid the amount due Grantor within sixty (60) days of notice from Grantor of the amounts due pursuant to the lien, together with reasonable supporting documentation. Grantor's rights under this subsection 11(f) shall be in addition to any other rights and remedies provided to Grantor hereunder or as may otherwise be allowed by law.

(g) If this Agreement is terminated, then within sixty (60) days after the termination date, Grantee shall remove all of the Telecommunications Facilities that shall then exist pursuant to this Agreement, provided that they shall be removed solely down to the point where the structure meets the foundation.

12. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.

13. The parties agree to cooperate with each other to effectuate this Agreement, including, but not limited to, execution of such documentation as may be required to be executed by the owner of property for the submission and/or prosecution of applications for permits and approvals, and not acting or causing another party to act in a manner inconsistent with the purposes of this Agreement. Additionally, Grantee agrees to support any land use applications made by Grantor (or, at Grantor's request, any owner of any adjacent property, including Limited Grantor) to the extent such applications are not inconsistent with the easements granted in this Agreement.

14. Notices and approvals must be given in writing and (a) may be delivered by certified mail, a nationally recognized overnight delivery service, or by email, as follows or to such other address as the party entitled to receive notice may designate via notice to the other, and (b) shall be deemed to have been given or served only on the date (i) received or rejected, if sent by certified mail or overnight delivery, or (ii) sent, if sent by email. Either party may change its address(es) for notices at any time by giving notice in accordance with this Section 14.

If to Grantor and/or Limited Grantor:

Attn: Willing Biddle
Urstadt Biddle Properties Inc.
321 Railroad Avenue
Greenwich, CT 06830
Email: wbiddle@ubproperties.com

with a copy to:

Stephan Rapaglia
Urstadt Biddle Properties Inc.
321 Railroad Avenue
Greenwich, CT 06830
Email: srapaglia@ubproperties.com

If to Grantee:

Attn: John Barrett
Barrett Outdoor Communications, Inc.
381 Highland Street
West Haven, CT 06516
Email: jebarrett@barrettoutdoor.com

with a copy to:

Paul A. Sobel
Green and Gross P.C.
1087 Broad Street
Bridgeport, CT 06604
Email: psobel@gglaw.net

(Signatures are on the following page)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and delivered as of the day and year first above written.

WITNESSES

Anna Maymich
Paul A. [Signature]

GRANTOR: UB RAILSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

By: *[Signature]*
Name: Stephan Papaylia
Title: SVP

WITNESSES

Anna Maymich
Paul A. [Signature]

GRANTOR: UB DOCKSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

By: *[Signature]*
Name: Stephan Papaylia
Title: SVP

WITNESSES

Paul A. [Signature]
Anna Maymich

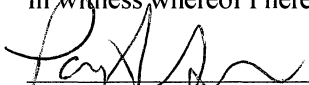
GRANTEE: BARRETT OUTDOOR COMMUNICATIONS, INC.

By: *John E. Barrett*
Name: John E. Barrett
Title: V.P.

STATE OF CONNECTICUT)
) ss: Bridgeport
COUNTY OF FAIRFIELD)

On this the 20th day of September, 2018, before me, Paul A. Sobel, the undersigned officer, personally appeared Stephan Rapaglia, who acknowledged himself to be the Senior Vice President of Urstadt Biddle Properties Inc., a Maryland corporation, as sole member of UB Railside, LLC, a Delaware limited liability company, and that he as such Senior Vice President, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

In witness whereof I hereunto set my hand.



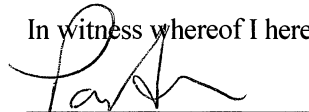
Paul A. Sobel

Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Bridgeport
COUNTY OF FAIRFIELD)

On this the 20th day of September, 2018, before me, Paul A. Sobel, the undersigned officer, personally appeared Stephan Rapaglia, who acknowledged himself to be the Senior Vice President of Urstadt Biddle Properties Inc., a Maryland corporation, as sole member of UB Dockside, LLC, a Delaware limited liability company, and that he as such Senior Vice President, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

In witness whereof I hereunto set my hand.



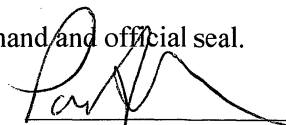
Paul A. Sobel

Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Bridgeport
COUNTY OF FAIRFIELD)

On this the 20th day of September, 2018, before me, Paul A. Sobel, the undersigned officer, personally appeared John E. Barrett, the Vice President of Barrett Outdoor Communications, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Paul A. Sobel
Commissioner of Superior Court

EXHIBIT A

UB Property (i.e., "Railside") 200 Main Street, Stratford, Connecticut

The real property, including the buildings and improvements thereon, situated Stratford, Connecticut, and known as 200 Main Street, also being shown as the "DOCKSIDE PARCEL" on a map entitled, "General Location Survey Depicting The Dock Shopping Center, East Main Street & Ferry Boulevard, Stratford, CT, Prepared For Urstadt-Biddle Properties, Inc.", Scale 1"=100', Job No. 6434-8, by Redniss & Mead, dated February 9, 2012, which map is on file in the Stratford Town Clerk's Office as Map No. 3700, and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of East Main Street at its intersection with the southerly side of land now or formerly of the State of Connecticut, commonly known as Metro-North Commuter Railroad, said point lying N 22° 28' 39" W a distance of 24.85 feet from a Connecticut Department of Transportation Monument on said easterly side of East Main Street;

Thence running easterly along said State of Connecticut the following eight (8) courses: along a clockwise curve the radius of which is 2,818.24 feet and the central angle of which is 1° 31' 26" for an arc length of 74.96 feet; N 71° 29' 06" E a distance of 812.16 feet; N 71° 16' 14" E a distance of 384.80 feet; N 76° 02' 26" E a distance of 51.77 feet; N 71° 29' 54" E a distance of 172.34 feet; along an anti-clockwise curve the radius of which is 68,805.85 feet and the central angle of which is 0° 12' 50" for an arc length of 256.86 feet; N 71° 17' 04" E a distance of 66.18 feet; and S 67° 59' 56" E a distance of 33.68 feet to the northerly side of land now or formerly of the State of Connecticut, being the non-access highway line of Interstate Route I-95;

Thence running westerly along said State of Connecticut the following three (3) courses: on an anti-clockwise curve the radius of which is 2,400.83 feet and the central angle of which is 25° 27' 32" for an arc length of 1,108.68 feet; N 49° 43' 44" W a distance of 17.39 feet; and along an anti-clockwise curve the radius of which is 2,416.83 feet and the central angle of which is 01° 27' 28" for an arc length of 61.49 feet to land now or formerly of The Dock, Incorporated, said land commonly known as "Access Road Parcel";

Thence running along said Access Road Parcel the following eight (8) courses: N 18° 41' 29" W a distance of 42.56 feet; along an anti-clockwise curve the radius of which is 2,452.83 feet and the central angle of which is 4° 05' 16" for an arc length of 175.00 feet; along a tangent clockwise curve the radius of which is 118.68 feet and the central angle of which is 50° 47' 12" for an arc length of 105.20 feet; S 86° 02' 20" W a distance of 236.68 feet; N 86° 27' 10" W a distance of 60.84 feet; S 85° 48' 50" W a distance of 81.87 feet; along a tangent anti-clockwise curve the radius of which is 169.12 feet and the central angle of which is 19° 23' 27" for an arc length of 57.24 feet; and along a tangent clockwise curve the radius of which is 40.00 feet and the central angle of which is 90° 00' 00" for an arc length of 62.83 feet to the aforesaid easterly side of East Main Street;

Thence running along said East Main Street N 23° 54' 20'' W a distance of 285.94 feet to the aforesaid Connecticut Department of Transportation Monument; and N 22° 28' 39'' W a distance of 24.85 feet to the point of beginning.

TOGETHER WITH easements reserved in an instrument to the State of Connecticut dated June 20, 1957 and recorded in Volume 333 at Page 143 of the Stratford Land Records.

TOGETHER WITH an easement granted to UB Railside, LLC by instrument dated May 23, 2008 and recorded in Volume 3216 at Page 289 of the Stratford Land Records.

TOGETHER WITH rights under that certain Access Road Area Declaration of Rights and Easements dated January 7, 2005 and recorded in Volume 2565 at Page 93 of the Stratford Land Records.

TOGETHER WITH easements set forth in a Deed of Declaration dated March 30, 1992 and recorded in Volume 848 at Page 79 of the Stratford Land Records.

TOGETHER WITH those rights conveyed in that instrument dated January 7, 2005 and recorded in Volume 2565 at Page 115 of the Stratford Land Records.

TOGETHER WITH those rights set forth in that certain Reciprocal Parking and Access Easement Agreement dated February 14, 2012 and recorded in Volume 3548 at Page 57 of the Stratford Land Records.

EXHIBIT A-1

Dockside Property
955 Ferry Boulevard, Stratford, Connecticut

The real property, including the buildings and improvements thereon, situated Stratford, Connecticut, and known as 955 Ferry Boulevard Main Street, also being shown as the "DOCKSIDE PARCEL" on a map entitled, "General Location Survey Depicting The Dock Shopping Center, East Main Street & Ferry Boulevard, Stratford, CT, Prepared For Urstadt-Biddle Properties, Inc.", Scale 1"=100', Job No. 6434-8, by Redniss & Mead, dated February 9, 2012, which map is on file in the Stratford Town Clerk's Office as Map No. 3700, and being more particularly bounded and described as follows:

BEGINNING at a point marked by a Connecticut Department of Transportation Monument on the northerly side of Ferry Boulevard at its intersection with the southerly side of land of the State of Connecticut being the non-access highway line of Interstate Route I-95:

thence running along said State of Connecticut the following five (5) courses: N 32° 29' 52" E a distance of 440.51 feet; along a tangent clockwise curve the radius of which is 2,166.83 feet and the central angle of which is 7° 46' 05" for an arc length of 293.77 feet; N 49° 44' 05" W a distance of 28.75 feet; along a clockwise curve the radius of which is 2,195.58 feet and the central angle of which is 25° 45' 53" for an arc length of 987.30 feet to the westerly harbor line of the Housatonic River;

thence running along said harbor line S 07° 47' 58" W a distance of 1,282.26 feet to the aforesaid northerly side of Ferry Boulevard;

thence running westerly along said Ferry Boulevard the following six (6) courses: N 74° 48' 09" W a distance of 92.77 feet; along an anti-clockwise curve the radius of which is 595.64 feet and the central angle of which is 13° 13' 43" for an arc length of 137.52 feet; N 00° 55' 56" E a distance of 16.52 feet; along an anti-clockwise curve the radius of which is 574.00 feet and the central angle of which is 4° 57' 48" for an arc length of 49.72 feet; S 85° 58' 28" W a distance of 110.30 feet; and along a tangent clockwise curve the radius of which is 3,945.00 feet and the central angle of which is 8° 55' 12" for an arc length of 614.18 feet to the Point of Beginning.

TOGETHER WITH easements reserved in an instrument to the State of Connecticut dated June 20, 1957 and recorded in Volume 333 at Page 143 of the Stratford Land Records.

TOGETHER WITH: Easement dated May 22, 2008 and recorded in Volume 3216 at Page 291 of the Stratford Land Records.

TOGETHER WITH easements set forth in a Deed of Declaration dated March 30, 1992 and recorded in Volume 848 at Page 79 of the Stratford Land Records.

TOGETHER WITH: Those rights conveyed in that instrument dated January 7, 2005 and recorded in Volume 2565 at Page 115 of the Stratford Land Records.

TOGETHER WITH those rights set forth in that certain Reciprocal Parking and Access Easement Agreement dated February 14, 2012 and recorded February 15, 2012 in Volume 3548 at Page 57 of the Stratford Land Records.

EXHIBIT B

Part I - Matters affecting the UB Property (i.e., "Railside")

The UB Property is subject to the effect, if any, of the following:

1. Memorandum of Lease by and between The Dock, Incorporated and The Stop & Shop Companies dated April 29, 1987 and recorded in Volume 663 at Page 279, as may be affected by a Commencement Date Agreement dated April 5, 1988 and recorded in Volume 690 at Page 936, and a Declaration of Restrictive Covenants dated July 8, 1992 and recorded in Volume 1070 at Page 217, all of the Stratford Land Records, whereby tenant and Peoples Bank, as a licensee of tenant, recorded a Notice of License Agreement dated July 21, 2003 and recorded in Volume 2213 at Page 17, and as affected by that certain Subordination, Non-Disturbance and Attornment Agreement dated February 7, 2012 and recorded in Volume 3548 at Page 283, both of the Stratford Land Records.
2. Covenants and restrictions set forth in a deed dated June 25, 1957 and recorded in Volume 333 at Page 143 of the Stratford Land Records.
3. Denial of right of access to and from the Connecticut Turnpike as set forth in a deed dated April 21, 1958 and recorded in Volume 338 at Page 515 of the Stratford Land Records.
4. Easement in favor of The United Illuminating Company dated May 5, 1971 and recorded in Volume 470 at Page 1158 of the Stratford Land Records. (Affects appurtenant interest over 955 Ferry Boulevard.)
5. Agreement between The State of Connecticut, Department of Transportation and The Dock, Incorporated dated June 25, 1971 and recorded in Volume 472 at Page 497 of the Stratford Land Records.
6. Easements in favor of the State of Connecticut as set forth in a deed dated April 28, 1986 and recorded in Volume 630 at Page 949 of the Stratford Land Records.
7. Easement Agreement in favor of The Southern Connecticut Gas Company dated June 30, 1987 and recorded in Volume 672 at Page 472 of the Stratford Land Records.
8. Variance granted by the Town of Stratford Board of Zoning Appeals dated September 16, 1988 and recorded in Volume 697 at Page 744 of the Stratford Land Records.
9. Special Exception granted by the Town of Stratford Planning and Zoning Commission dated April 17, 1989 and recorded in Volume 709 at Page 787 of the Stratford Land Records.
10. Special Exception granted by the Town of Stratford Planning & Zoning Commission dated November 29, 1990 and recorded in Volume 764 at Page 300 of the Stratford Land Records.
11. Easements, restrictions, benefits and obligations set forth in a Deed of Declaration dated March 30, 1992 and recorded in Volume 848 at Page 79 of the Stratford Land Records.

12. Easements in favor of the State of Connecticut set forth in a Certificate of Taking dated February 27, 1995 and recorded in Volume 1104 at Page 83, as amended by an Amended Certificate of Taking dated May 8, 1996 and recorded in Volume 1203 at Page 89, both of the Stratford Land Records.
13. Access Road Area Declaration of Rights and Easements dated January 7, 2005 and recorded in Volume 2565 at Page 93 of the Stratford Land Records.
14. Easement Agreement dated January 7, 2005 and recorded in Volume 2565 at Page 115 of the Stratford Land Records.
15. Special Exception granted by the Town of Stratford Zoning Commission dated May 25, 2006 and recorded in Volume 2865 at Page 278 of the Stratford Land Records.
16. Traffic Investigation Report to the State Traffic Commission dated September 19, 2006 and recorded in Volume 2938 at Page 36 of the Stratford Land Records.
17. Traffic Investigation Report to the State Traffic Commission dated November 19, 2002 and recorded in Volume 2938 at Page 40 of the Stratford Land Records.
18. Certificate issued by the State of Connecticut State Traffic Commission dated January 21, 1971 and recorded in Volume 2938 at Page 43 of the Stratford Land Records.
19. Certificate issued by the State of Connecticut Traffic Commission dated March 20, 1987 and recorded in Volume 2938 at Page 47 of the Stratford Land Records.
20. Certificate issued by the State of Connecticut Traffic Commission dated November 17, 1987 and recorded in Volume 2938 at Page 59 of the Stratford Land Records.
21. Certificate issued by the State of Connecticut State Traffic Commission dated September 19, 2006 and recorded in Volume 2967 at Page 184 of the Stratford Land Records.
22. Traffic Investigation Report to the State Traffic Commission dated January 23, 2007 and recorded in Volume 3000 at Page 52 of the Stratford Land Records.
23. Traffic Investigation Report to the State Traffic Commission dated February 27, 2007 and recorded in Volume 3016 at Page 202 of the Stratford Land Records.
24. Certificate issued by the State of Connecticut State Traffic Commission dated February 27, 2007 and recorded in Volume 3022 at Page 23 of the Stratford Land Records.
25. Traffic Easement dated August 1, 2007 and recorded in Volume 3090 at Page 57 of the Stratford Land Records.

26. Certificate issued by the State of Connecticut State Traffic Commission dated February 27, 2007 and recorded in Volume 3128 at Page 20 of the Stratford Land Records.
27. Fence Maintenance Agreement dated October 25, 2007 and recorded in Volume 3128 at Page 24 of the Stratford Land Records.
28. Rights reserved by the State of Connecticut in an Easement dated May 23, 2008 and recorded in Volume 3216 at Page 289 of the Stratford Land Records.
29. Rights and easements in favor of the State of Connecticut as set forth in a Certificate of Condemnation dated July 23, 2009 and recorded in Volume 3304 at Page 93 of the Stratford Land Records.
30. Reciprocal Parking and Access Easement Agreement dated February 14, 2012 and recorded in Volume 3548 at Page 57 of the Stratford Land Records.
31. Notice of Variance granted by the Town of Stratford Board of Zoning Appeals dated September 10, 2012 and recorded in Volume 3612 at Page 40 of the Stratford Land Records.
32. Notice of Decision by the State of Connecticut Department of Transportation dated November 7, 2012 and recorded in Volume 3657 at Page 304 of the Stratford Land Records.
33. Notice of Lease between UB Railside, LLC, as landlord, and The Stop & Shop Supermarket Company LLC, as tenant, dated January 28, 2013 and recorded in Volume 3667 at Page 180 of the Stratford Land Records.
34. Notice of Lease between UB Railside, LLC, as landlord, and 200 East Main Street, LLC, as tenant, dated as of March 1, 2015 and recorded in Volume 3858 at Page 156, as affected by a Subordination, Non-Disturbance and Attornment Agreement dated April 1, 2015 and recorded in Volume 3864 at Page 172, both of the Stratford Land Records.
35. Variance granted by the Town of Stratford Board of Zoning Appeals dated April 15, 2015 and recorded in Volume 3868 at Page 38 of the Stratford Land Records.
36. Variance granted by the Town of Stratford Board of Zoning Appeals dated December 10, 2015 and recorded in Volume 3930 at Page 337 of the Stratford Land Records.
37. Decision by the State of Connecticut Department of Transportation dated November 18, 2016 and recorded in Volume 4029 at Page 118 of the Stratford Land Records.
38. Easement in favor of the State of Connecticut dated August 9, 2017 and recorded in Volume 4107 at Page 176 of the Stratford Land Records.
39. Notes, facts, conditions, building lines, service wires, and easements as shown on Map Nos. 2705, 2718, 2880, 3017, 3536, 3588, 3589, 3609, 3700 and 3868, all on file in the Stratford Town Clerk's Office.

40. Riparian rights with respect to the Housatonic River.
41. The rights of tenants under recorded leases.

Part II - Matters affecting the Dockside Property

The Dockside Property is subject to the effect, if any, of the following:

1. Covenants and Restrictions as set forth in a Quit Claim Deed from The Youghiogeny and Ohio Coal Company and Robert Y. Brown to the State of Connecticut dated June 25, 1957 and recorded in Volume 333 at Page 143 of the Stratford Land Records.
2. Denial of right of access to and from the Connecticut Turnpike as set forth in a Quit Claim Deed from the State of Connecticut dated April 21, 1958 and recorded in Volume 338 at Page 515 of the Stratford Land Records.
3. Easement from The Dock, Incorporated to The United Illuminating Company dated May 5, 1971 and recorded in Volume 470 at Page 1158 of the Stratford Land Records.
4. Easements in favor of the State of Connecticut as set forth in a Warranty Deed from The Dock, Incorporated to the State of Connecticut dated April 28, 1986 and recorded in Volume 630 at Page 949 of the Stratford Land Records.
5. Easement Agreement between The Dock, Incorporated and The Southern Connecticut Gas Company dated June 25, 1987 and recorded in Volume 672 at Page 472 of the Stratford Land Records. (Affects 200 East Main Street and Access Parcel, being an appurtenant interest.)
6. Terms and conditions of Permit granted by the State of Connecticut Department of Environmental Protection dated April 12, 1989 and recorded in Volume 715 at Page 900 of the Stratford Land Records.
7. Easements, restrictions, benefits and obligation set forth in a Deed of Declaration by The Dock, Incorporated dated March 30, 1992 and recorded in Volume 848 at Page 79 of the Stratford Land Records.
8. Easements in favor of the State of Connecticut as set forth in a Certificate of Taking dated February 27, 1995 and recorded in Volume 1104 at Page 83 of the Stratford Land Records, as amended by an Amended Certificate of Taking dated May 8, 1996 and recorded in Volume 1203 at Page 89 of the Stratford Land Records. (Affects 200 East Main Street Parcel, being an appurtenant interest.)
9. Easement Agreement between The Dock, Incorporated and UB Dockside, LLC and UB Railside, LLC dated January 7, 2005 and recorded January 7, 2005 in Volume 2565 at Page 115 of the Stratford Land Records.

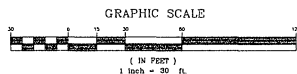
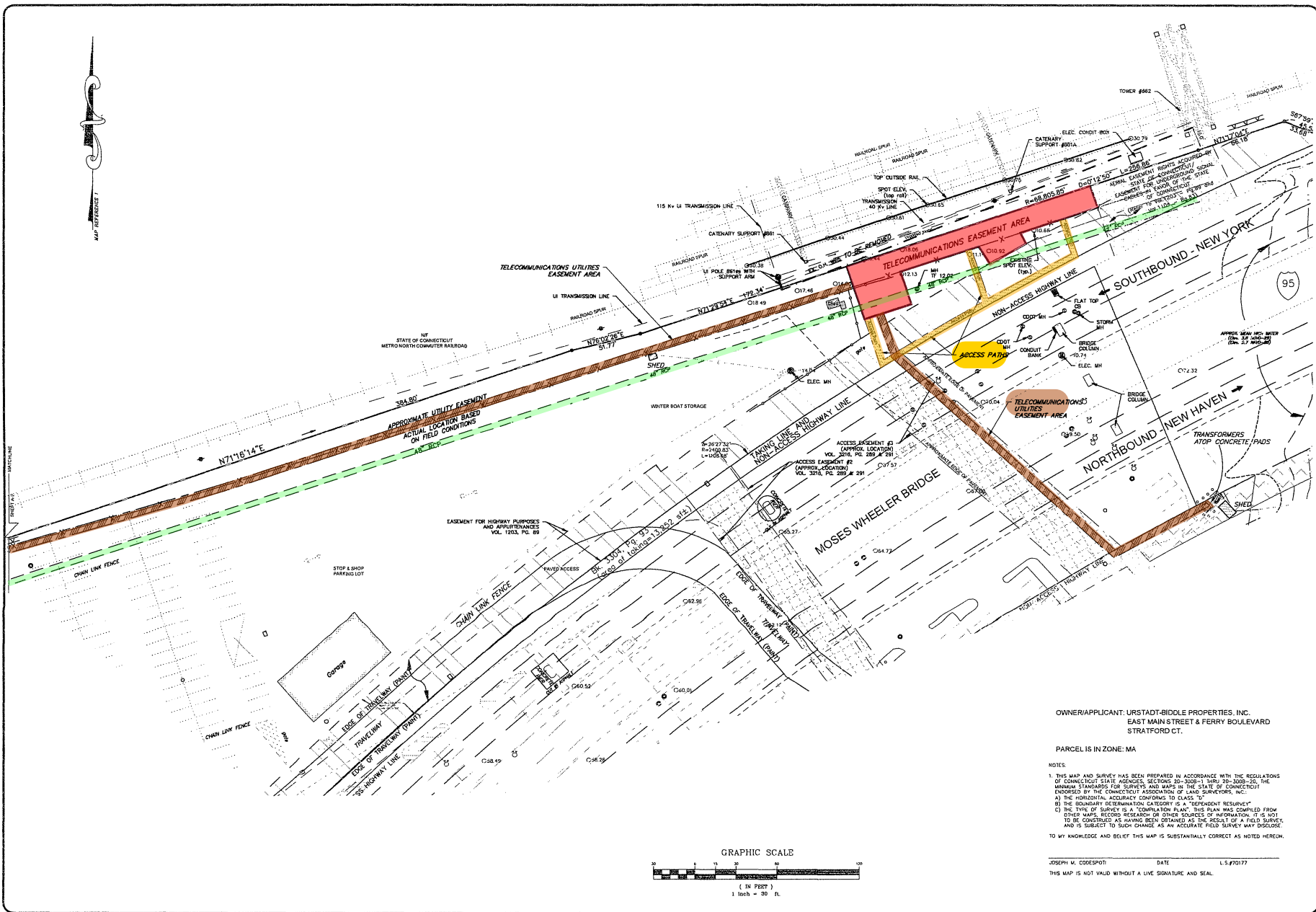
10. Easement granted to The United Illuminating Company by instrument dated February 15, 2007 and recorded March 1, 2007 in Volume 3010 at Page 277 of the Stratford Land Records, as partially assigned to The Connecticut Light and Power Company by Partial Assignment of Easement dated March 1, 2007 and recorded March 26, 2007 in Volume 3021 at Page 65 of the Stratford Land Records.
11. Easement granted to The United Illuminating Company and The Connecticut Light and Power Company by instrument dated June 7, 2007 and recorded June 12, 2007 in Volume 3060 at Page 319 of the Stratford Land Records.
12. Certificate of Condemnation dated July 23, 2009 and recorded July 24, 2009 in Volume 3304 at Page 95 of the Stratford Land Records.
13. Certificate of Condemnation dated May 12, 2011 and recorded May 25, 2011 in Volume 3480 at Page 329, as amended by Amended Certificate of Condemnation dated June 7, 2012 and recorded in Volume 3600 at Page 21, both of the Stratford Land Records.
14. State of Connecticut State Traffic Commission Certificate dated January 21, 1971 and recorded October 2, 2006 in Volume 2938 at Page 43 of the Stratford Land Records.
15. State of Connecticut Traffic Commission Department of Transportation Certificate dated November 17, 1987 and recorded October 2, 2006 in Volume 2938 at Page 59 of the Stratford Land Records.
16. Survey entitled "ALTA/ACSM Land Title Survey Depicting The Dock Shopping Center, East Main Street & Ferry Boulevard, Stratford, CT, Prepared for Urstadt-Biddle Properties, Inc." Scale 1"=60', prepared by Redniss & Mead, 22 First Street, Stamford, Connecticut 06905, dated January 24, 2012, last revised February 6, 2012 and designated Job No.: 6434-8, includes the following:
 - Transformer encroaches onto the abutters property at the north side of the property.
 - Various ramps and docks encroach onto the subject property at the west side of the property.
 - Existing building encroaches onto easement granted to The United Illuminating Company. This policy insures against loss or damage sustained by reason of forced removal by final order of a court of competent jurisdiction of a building built over the location of this easement.
17. Reciprocal Parking and Access Easement Agreement dated February 14, 2012 and recorded February 15, 2012 in Volume 3548 at Page 57 of the Stratford Land Records.
18. Notice by the Town of Stratford Zoning Commission dated August 23, 2012 and recorded in Volume 3607 at Page 112 of the Stratford Land Records.

19. Notice by the Town of Stratford Zoning Commission dated November 4, 2014 and recorded in Volume 3827 at Page 246 of the Stratford Land Records.
20. Notice of Variance granted by the Town of Stratford Board of Zoning Appeals dated June 5, 2014 and recorded in Volume 3792 at Page 83 of the Stratford Land Records.
21. Notice of Certificate Issuance by the State of Connecticut Department of Energy & Environmental Protection dated July 13, 2015 and recorded in Volume 3893 at Page 12 of the Stratford Land Records.
22. Notice of Variance granted by the Town of Stratford Board of Zoning Appeals dated December 12, 2016 and recorded in Volume 4035 at Page 69 of the Stratford Land Records.
23. Notice by the Town of Stratford Zoning Commission dated February 28, 2017 and recorded in Volume 4055 at Page 308 of the Stratford Land Records.
24. Notice by the Town of Stratford Zoning Commission dated July 12, 2017 and recorded in Volume 4096 at Page 1 of the Stratford Land Records.
25. Riparian Rights with respect to the Housatonic River.
26. The rights of tenants under recorded leases.

EXHIBIT C

TELECOMMUNICATIONS EASEMENT MAP

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OWNER/APPLICANT: URSTADT-BIDDLE PROPERTIES, INC.
 EAST MAIN STREET & FERRY BOULEVARD
 STRATFORD CT.

PARCEL IS IN ZONE: MA

NOTES

1. THIS MAP AND SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-308B-1 THRU 20-308B-20, THE MINIMUM STANDARDS FOR SURVEYS AND BASED IN THE STATE OF CONNECTICUT ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.
 - a) THE HORIZONTAL ACCURACY CONFORMS TO OASLS 72
 - b) THE BOUNDARY DETERMINATION CATEGORY IS A "TRADITIONAL RECOVERY"
 - c) THE TYPE OF SURVEY IS A "COMPARISON PLAN". THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORDS, RECORDS OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE.

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

JOSEPH M. CODESPOT: DATE: L.S.#70177
 THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND SEAL.

REVISIONS

NO.	DATE	DESCRIPTION

15 Years
 LICENSED PROFESSIONAL SURVEYOR
CODESPOT & ASSOCIATES P.C.
 1000 WEST MAIN STREET
 STRATFORD, CONNECTICUT 06424
 TEL: 860-253-7399
 FAX: 860-253-7399-2007

TELECOMMUNICATIONS EASEMENT MAP
DOCK SHOPPING CENTER
 STRATFORD, CONNECTICUT
 FOR URSTADT-BIDDLE PROPERTIES, INC.
 TELECOMMUNICATIONS EASEMENT

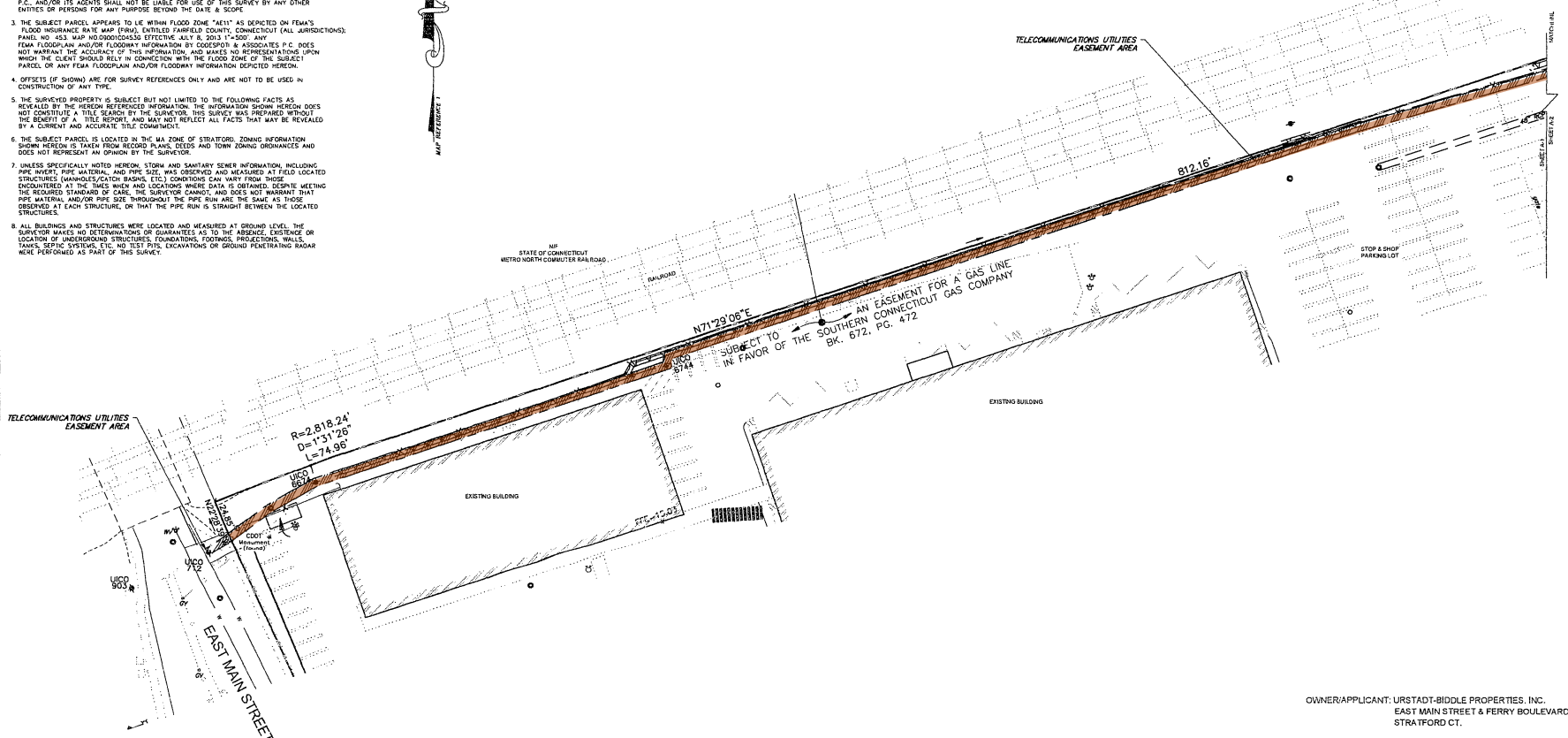
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4373	03/20/12
	DATE
	11/08/18
	SCALE
	1" = 30'
	JOB NO.
	4373
	SHEET

A2

- MAP REFERENCES:**
1. "ALTA/ACSM LAND TITLE SURVEY DEPICTING THE DOCK SHOPPING CENTER EAST MAIN STREET & FERRY BOULEVARD STRATFORD, CT FOR URSTADT-BIDDLE PROPERTIES, INC. FEB. 2012 BY REDNESS & MEAD
 2. "LAYOUT PLAN SELF STORAGE FACILITY EAST MAIN STREET AND SONEY STREET STRATFORD, CT." 1"=30' 8/22/17.

NOTES:

1. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD DRAWINGS SUBMITTED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PARCEL TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO US. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-922-4400.
2. THIS SURVEY SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CONDUITS, PIPE LAYOUT, CONSTRUCTION, LANDSCAPING, PERMITTING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE NOTED HEREIN. CODESPOT & ASSOCIATES, P.C. AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER PARTIES OR PERSONS FOR ANY PURPOSE BEYOND THE DATE & SCOPE.
3. THE SUBJECT PARCEL APPEARS TO LIE WITHIN FLOOD ZONE "AE11" AS DEPICTED ON FEMA'S FLOOD INSURANCE RATE MAP (FIRM), ENTITLED FAIRFIELD COUNTY, CONNECTICUT (ALL JURISDICTIONS); PANEL NO. 853 MAP HORIZONTALS EFFECTIVE JULY 8, 2013 (17-500) AND FEMA FLOODPLAIN AND/OR FLOODWAY INFORMATION BY CODESPOT & ASSOCIATES P.C. DOES NOT WARRANT THE ACCURACY OF THIS INFORMATION, AND WAIVES REPRESENTATIONS UPON WHICH THE CLIENT SHOULD RELY IN CONNECTION WITH THE FLOOD ZONE OF THE SUBJECT PARCEL OR ANY FEMA FLOODPLAIN AND/OR FLOODWAY INFORMATION DEPICTED HEREON.
4. OBJECTS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND ARE NOT TO BE USED IN CONSTRUCTION OF ANY TYPE.
5. THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION: THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL FACTS THAT MAY BE REVEALED BY A CURRENT AND ACCURATE TITLE COMMITMENT.
6. THE SUBJECT PARCEL IS LOCATED IN THE MA ZONE OF STRATFORD, ZONING INFORMATION SHOWN HEREON IS TAKEN FROM RECORD PLANS, ORDOS AND TOWN ZONING ORDINANCES AND DOES NOT REPRESENT AN OPINION BY THE SURVEYOR.
7. UNLESS SPECIFICALLY NOTED HEREON, STORM AND SANITARY SEWER INFORMATION INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE, WAS OBSERVED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/STORM BASINS ETC.) COVERINGS. WORK WAS NOT OBSERVED ENCOUNTERED AT THE TIMES WHEN AND LOCATIONS WHERE DATA IS OBTAINED, DESPITE MEETING THE REQUIRED STANDARDS OF CARE. THE SURVEYOR CANNOT AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN ARE THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES.
8. ALL BUILDINGS AND STRUCTURES WERE LOCATED AND MEASURED AT GROUND LEVEL. THE SURVEYOR MAKES NO DETERMINATIONS OR GUARANTEES AS TO THE ABSENCE, EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES, FOUNDATIONS, FOOTINGS, PROJECTIONS, WALLS, TANKS, SEPTIC SYSTEMS, ETC. NO TEST PITS, EXCAVATIONS OR GROUND PENETRATING RADAR WERE PERFORMED AS PART OF THIS SURVEY.

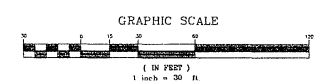


TELECOMMUNICATIONS UTILITIES EASEMENT AREA

TELECOMMUNICATIONS UTILITIES EASEMENT AREA



RECEIVED FOR RECORD AT STRATFORD, CT
 9/26/2018 02:05:26 PM
Steven M. Pawluch
 Stratford Town Clerk
 EASEMENT
 4212/182



OWNER/APPLICANT: URSTADT-BIDDLE PROPERTIES, INC.
 EAST MAIN STREET & FERRY BOULEVARD
 STRATFORD CT.

PARCEL IS IN ZONE: MA

- NOTES:**
1. THIS MAP AND SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-308B-1 THRU 20-308D-28, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.
 2. THE BOUNDARY DETERMINATION CATEGORY IS A "DEPENDENT RESURVEY"
 3. THE TYPE OF SURVEY IS A "COMPLATION PLAN". THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY, AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY OCCUR.
- TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

JOSEPH M. CODESPOT DATE 1.5.2017
 THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND SEAL.

BY	
REVISIONS	
DATE	

TELECOMMUNICATIONS EASEMENT MAP
DOCK SHOPPING CENTER
 STRATFORD, CONNECTICUT
 FOR URSTADT BIDDLE PROPERTIES INC.

CODESPOT & ASSOCIATES P.C.
 1000 WEST MAIN STREET
 STRATFORD, CT 06357
 TEL: 860.278.2000
 FAX: 860.278.2001

TELECOMMUNICATIONS EASEMENT

DWG #	CHECKED
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4373	030312
DATE	SCALE
1/26/18	1" = 30'
JOB NO.	SHEET
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FIRST AMENDMENT OF TELECOMMUNICATIONS EASEMENT

THIS FIRST AMENDMENT OF TELECOMMUNICATIONS EASEMENT AGREEMENT (this “First Amendment”) is made as of February 22, 2021 by and between **UB Railside, LLC**, having a mailing address of 321 Railroad Avenue, Greenwich, CT 06830 (“Grantor”), **UB Dockside, LLC**, having a mailing address of 321 Railroad Avenue, Greenwich, CT 06830 (“Limited Grantor”) and **Barrett Outdoor Communications, Inc.**, having a mailing address of 381 Highland Street, West Haven, CT 06516 (“Grantee”).

WHEREAS, Grantor, Limited Grantor, and Grantee are parties to a Telecommunications Easement Agreement dated as of September 20, 2018 and recorded in volume 4212, page 182 of the Stratford, Connecticut Land Records (the “Existing Easement Agreement”);

WHEREAS, all terms used in this First Amendment shall have the same meanings as in the Existing Easement Agreement, except as modified herein;

WHEREAS, Grantor has granted an easement to The United Illuminating Company (“UI”) by agreement dated June 11, 2020 and recorded in volume 4385, page 156 of the Stratford, Connecticut Land Records (the “2020 UI Easement”);

WHEREAS, the 2020 UI Easement references Sheets 1 and 2 of a map entitled “Map Showing Easement Area Granted to The United Illuminating Company 200 East Main Street and 200 East Main Street Rear Town of Stratford, County of Fairfield State of Connecticut,” dated July 17, 2017, last revised April 26, 2020, and on file in the Stratford Land Records as Map Nos. 3973 and 3974 (the “UI Easement Map”), which map shows an easement area as a variable width strip along the northern side of the Railside portion of the UB Property, labeled “Utility Easement in favor of The United Illuminating Company, Area = 17,692 s.f. or 0.406 +/- acres” (the “UI Easement Area”); and

WHEREAS, the parties desire to relocate certain easement areas described in the Existing Easement Agreement and otherwise amend the Existing Easement Agreement as set forth in this First Amendment;

NOW THEREFORE, the parties agree as follows:

1. The term “Telecommunications Easement Map” as defined in the Existing Easement Agreement is amended to refer to a map entitled “Telecommunications Easement Map, Dock Shopping Center, Stratford, Connecticut”, consisting of Sheet E1, prepared for Urstadt Biddle Properties Inc. by Codespoti & Associates, P.C., dated March 3, 2020, revised to February 2, 2021, and on file or to be filed on the Stratford, Connecticut Land Records, a copy of which map is attached as Exhibit A to this First Amendment. The map attached as Exhibit C to the Existing Easement Agreement is of no further force and effect. The term “Telecommunications Easement Area” as defined in the last sentence of subsection 2(a) of the Existing Easement Agreement is amended to be defined as the area so labeled on the replacement Telecommunications Easement Map attached as Exhibit A to this First Amendment.

2. For the avoidance of doubt, the reference to the labeled “Access Paths” in subsection 2(b) of the Existing Easement Agreement, beginning at the top of its page 3, is amended to be a reference to the areas labeled “Access Paths” on the replacement Telecommunications Easement Map attached as Exhibit A to this First Amendment.

3. Subsection 2(c) of the Existing Easement Agreement is amended and restated to read as follows:

“(c) Utilities.

[i] Telecommunications utility line. Solely for the purposes of providing service to the Telecommunications Facilities, Grantee shall have the right to install, repair, replace and maintain a telecommunications utility line in the “Western Utility Easement Area”. The term “Western Utility Easement Area” means only the specific area that is actually occupied by the telecommunications utility line, as described herein, but the general path of such easement is labeled on the Telecommunications Easement Map. The telecommunications utility line shall be an overhead line running from a pole in East Main Street to the roof or western side of Grantor’s building located in the northwestern corner of the Dockside Property, thence extending easterly on the roofs of said building, a connecting structure, and a building now occupied by a Stop & Shop supermarket, thence extending downward on the eastern side of the Stop & Shop building, and then running underground to the Telecommunications Easement Area. The specific location of the telecommunications utility line shall be determined by Grantee, subject to Grantor’s approval, not to be unreasonably withheld or delayed, provided, however, the parties recognize that no above-ground portion of said utility line may encroach into the UI Easement Area.

[ii] Electric utility service. Solely for the purposes of providing service to the Telecommunications Facilities, Grantee shall have the right to install, repair, replace and maintain an underground electric utility line, an above-ground transformer (the “New Transformer”), above ground electrical meters, and protective bollards in the “Eastern Utility Easement Area”. The term “Eastern Utility Easement Area” means the area so labeled on the Telecommunications Easement Map, provided that Grantee shall use its best efforts to have the electric utility company providing electrical service to the Telecommunications Facility (the “Public Service Electric Utility Company” - presently The United Illuminating Company) allow (A) the electrical meter equipment serving the Telecommunications Facility to be located within the Telecommunications Easement Area, or, if not, as close to the toe of the sloped railroad embankment along the northern boundary of Grantee’s property as feasible and oriented to be the least intrusive to the paved area of Grantor’s boatyard, and (B) the New Transformer and protective bollards to be located as close to the toe of the sloped railroad embankment along the northern boundary of Grantee’s property as feasible and oriented to be the least intrusive to the paved area of Grantor’s boatyard. The

parties acknowledge that the easterly end of the Eastern Utility Easement Area, located on the Dockside Property, encompasses one or more transformers to which electric power is supplied by the Public Service Electric Utility Company. Limited Grantor shall continue to allow the said company to provide electrical power to the Telecommunications Utilities Easement Area, as the same may be relocated pursuant to the provisions of this Agreement, pursuant to the same type of arrangement as presently exists to allow for the aforesaid transformer(s) and the power to it or them.

[iii] Gas line. Solely for the purposes of providing service to the Telecommunications Facilities, Grantee shall have the right to install, repair, replace and maintain an underground gas line easement in an area reasonably acceptable to each of Grantor, Limited Grantor and Grantee, which Grantee may or may not install, at Grantee's sole discretion, it being understood that (A) Grantor's approval shall be deemed reasonably withheld if the location of any such utility line would interfere with the 2020 UI Easement or would materially interfere with the potential development or improvement of the UB Property or with the rights of any tenant(s) of Grantor, and (B) Limited Grantor's approval shall be deemed reasonably withheld if the location of any such utility line would materially interfere with the potential development or improvement of the Dockside Property or with the rights of any tenant(s) of Limited Grantor. If Grantee shall install such gas line, however, the Telecommunications Easement Area shall be reduced to the extent feasible, as determined in Grantee's reasonable discretion, to reflect space no longer needed to accommodate above-ground propane tanks. If the Telecommunications Easement Area shall be so reduced, the parties will execute a recordable amendment to this Agreement referencing the reduced area and including a revised Easement Map to reflect the reduced Telecommunications Easement Area.

[iv] General rights to relocate utility lines. Grantor and Limited Grantor shall each have the right to relocate a utility line and the easement area for such line, as the same applies to their respective properties (the UB Property and the Dockside Property), if reasonably required due to any development or improvement of the UB Property and/or the Dockside Property. Grantee shall have the right to relocate a utility line and the easement area for such line if it is not reasonably feasible to locate or maintain any utility line servicing the Telecommunications Facilities in an existing location. Each of the Western Utility Easement Area and the Eastern Utility Easement Area may also be modified as may be determined to be the most feasible by the public service utility company or companies providing the applicable utility services. Any relocation provided herein shall be (A) upon reasonable advance notice to the other party, subject to such party's approval, not to be unreasonably withheld or delayed, it being understood that (1) Grantor's approval shall be deemed reasonably withheld if the location of any such utility line would interfere with the 2020 UI Easement or would materially interfere with the potential development or improvement of the UB Property or with the rights of any tenant(s) of Grantor, and (2) Limited Grantor's approval shall be deemed

reasonably withheld if the location of any such utility line would materially interfere with the potential development or improvement of the Dockside Property or with the rights of any tenant(s) of Limited Grantor, and (B) performed in a manner that results in no disruption to such utility service or the minimum disruption reasonably possible associated with cutting over from one utility line to another. The cost of any relocation shall be borne by the party exercising the right to relocate the applicable utility line.

[v] Grantor and Limited Grantor to cooperate in granting easements to public service utility companies. Subject to the terms of this Agreement, each of Grantor and Limited Grantor (as applicable) agrees to cooperate in good faith with Grantee in the event that any public service utility company requires a separate utility easement running to the Telecommunications Facilities. Each of Grantor and Limited Grantor (as applicable) agrees to promptly execute and deliver such additional agreements and instruments as said utility shall reasonably require, including using commercially reasonable efforts to obtain the consent and joinder of Grantor's and Limited Grantor's mortgagees (as applicable) to any such grant if requested by the applicable utility.

[vi] General provisions regarding utility lines. Grantee shall have the right to utilize such portions of the UB Property and the Dockside Property within ten (10') feet of the utility lines (and not under buildings) as are reasonably necessary to facilitate the construction, maintenance, repair, and/or replacement of the utility lines provided in this subsection 2(c), subject, however to compliance with any applicable provisions of the 2020 UI Easement. Grantee shall be responsible for promptly and completely restoring any area of the UB Property and/or the Dockside Property damaged as a result of Grantee's exercise of any of its rights hereunder, provided that such restoration shall be made as seasonably appropriate, which, for example, may include a temporary asphalt patch during the season when asphalt plants are closed, to be replaced by a permanent patch as soon as practical. In the event that Grantee fails to comply with the foregoing obligation within fifteen (15) business days after notice from Grantor or Limited Grantor (as applicable), subject to reasonable extension of such period due to seasonal conditions, Grantor or Limited Grantor (as applicable) shall have the right to perform such restoration on behalf of Grantee, in which case Grantee shall reimburse Grantor or Limited Grantor (as applicable) for the cost of such restoration (plus a 15% administrative charge) within fifteen (15) business days after Grantor or Limited Grantor (as applicable) gives Grantee an invoice therefor. Other than the right for a utility line to remain in place, any areas outside of the Telecommunications Easement Area utilized as permitted in this subsection 2(c) shall only be utilized for such period or periods is/as are reasonably necessary to accomplish the applicable construction, repair, maintenance and/or replacement and in a manner that minimizes disruption to the use of said areas by Grantor, Limited Grantor and their respective tenant(s) and tenant(s)' customers. If any utility company providing utility service to Grantee, as allowed by this Agreement, shall require Grantor and/or Limited Grantor to provide an easement for the same directly to such utility company,

Grantor and Limited Grantor agree to provide such easement or easements as may be reasonably requested by such utility company on terms that are reasonably acceptable to Grantor, Limited Grantor and such utility company.”

4. Section 3(c) of the Existing Easement Agreement is amended and restated to read as follows:

“3. Exclusive and Non-Exclusive Easement Rights.

(a) From and after the date that Grantee has [i] obtained the Telecommunications Approvals and [ii] commenced construction of the Telecommunications Facilities (the “Exclusive Use Date”), Grantee shall have the exclusive use of the Telecommunications Easement Area, subject, however, to Grantor’s right to keep in place, maintain, repair and/or replace the 48” drainage line, to the extent it passes through (or under) the Telecommunications Easement Area. Grantee shall not construct any improvements in the Telecommunications Easement Area that would materially restrict Grantee from access or excavation for the purposes of maintenance, repair and/or replacement of the 48” drainage line. Additionally, from and after the Exclusive Use Date, Grantee shall have the right to install protective bollards surrounding the Telecommunications Easement Area, provided the above-ground portion of any such bollard does not extend more than two (2’) feet beyond the edge of the Telecommunications Easement Area. Grantor may utilize the area between the Telecommunications Easement Area and the line formed by the far face of the bollards (the “Restricted Area”) for pedestrian activity and the protrusion of stored boats, provided that any such boats do not hit Grantee’s fence or overhang it and do not interfere with Grantee’s access rights to the Telecommunications Easement Area provided herein. Grantor shall be prohibited from the storage of any other personal property and construction of any improvements in the Restricted Area. Additionally, as long as there shall be an above-ground propane tank installed in the Telecommunications Easement Area, Grantor shall be prohibited from having any sources of ignition in the portion of the Restricted Area that is within thirteen (13’) feet of an above-ground propane tank. A “source of ignition” is to be determined according to any applicable National Fire Protection Association (“NFPA”) code or standard and any portion of the Connecticut building code relating to above-ground propane tanks. These codes and standards defined a source of ignition to include any item or substance capable of an energy release of a type and magnitude sufficient to ignite any flammable mixture of gases or vapors, including, without limitation, welding, open flames, smoking, hot metal sparks, any operation that creates hot metal sparks, any surface heated to 400°F or higher, sparking from electrical equipment, as in electric drills, saws, etc., and the operation of an internal combustion engine.

(b) Prior to the Exclusive Use Date, Grantor shall have the right to use the Telecommunications Easement Area in any manner that would not prevent Grantee from exercising its rights under this Agreement within thirty (30) days after Grantee’s receipt of the Telecommunications Approvals. Grantee’s rights with respect to the Easement Areas other than the Telecommunications Easement Area are in-common, non-exclusive rights, provided that such in-common use shall not be inconsistent with Grantee’s rights provided

in this Agreement. The parties recognize that an existing transformer and electrical panel belonging to Grantor are located within the Telecommunications Easement Area (the "Existing Transformer" and "Existing Panel"). From and after the Exclusive Use Date, Grantee shall have the right to remove the Existing Transformer and the Existing Panel and remove or have abandoned any electrical lines leading to or from them, subject to the following items to be performed at Grantee's sole cost and expense and in a manner that minimizes interference with the operations of Grantor or its tenants:

[i] Grantor is provided with a new meter provision and new electrical distribution panel (the "New Panel") located in proximity to the Telecommunications Easement Area in a location reasonably acceptable to Grantor;

[ii] The New Panel is powered by a new electrical load line with the same voltage and at least the same capacity for electrical current as the existing line that serves the Existing Panel;

[iii] Grantor's electrical equipment that is powered from the Existing Panel is connected to the New Panel via Grantor's existing underground lines and any new length of underground electrical line needed to reach the New Panel;

[iv] Electrical power is established to the New Panel and the electrical lines powered from it such that the power to the Existing Panel is cut over to the New Panel in such a manner that results in the shortest feasible period of disruption of electrical service to the electrical equipment served by the Existing Panel; and

[v] Grantor is given reasonable prior notice by Grantee of (i) the performance of Grantee's work and (ii) the disruption of electrical service, and Grantor and Grantee shall reasonably cooperate regarding the specific timing of such work and such electrical service disruption.

5. The Existing Easement Agreement, as amended by this First Amendment, is hereby republished, such that the Grantor and Limited Grantor hereby grant to Grantee the easement rights provided in this First Amendment to the extent not already granted by virtue of the Existing Easement Agreement.

6. Except as amended by this First Amendment, the Existing Easement Agreement is and shall remain in full force and effect.

(Signatures are on the following page.)

IN WITNESS WHEREOF, the parties have executed this document the day and year first written above.

UB RAILSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

By: 
Stephan Rapaglia
Senior Vice President

UB DOCKSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

By: 
Stephan Rapaglia
Senior Vice President

BARRETT OUTDOOR COMMUNICATIONS, INC.

By: _____
John E. Barrett
Vice President

State of Connecticut

City / Town of Greenwich

County of Fairfield

The foregoing instrument was acknowledged before me on February 26th, 2021 by Stephan Rapaglia, Senior Vice President of Urstadt Biddle Properties Inc., a Maryland corporation, said corporation being the sole member of both UB Railside, LLC and UB Dockside, LLC, both Delaware limited liability companies, on behalf of Urstadt Biddle Properties, Inc., UB Railside, LLC and UB Dockside, LLC.

Isabel Daly

Commissioner of the Superior Court /
Notary Public

If notary, my commission expires: _____

ISABEL DALY
Notary Public, State of Connecticut
My Commission Expires Apr. 30, 2025

State of Connecticut

City of West Haven

County of New Haven

The foregoing instrument was acknowledged before me on February 22, 2021 by John E. Barrett, Vice President of Barrett Outdoor Communications, Inc., a Connecticut corporation, on behalf of the corporation.

Deborah Vargovchik
Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this document the day and year first written above.

UB RAILSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

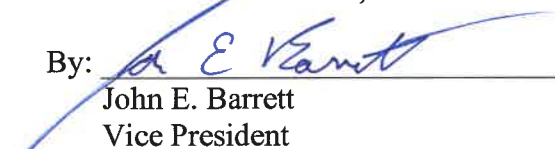
By: _____
Stephan Rapaglia
Senior Vice President

UB DOCKSIDE, LLC

By: Urstadt Biddle Properties Inc., sole member

By: _____
Stephan Rapaglia
Senior Vice President

BARRETT OUTDOOR COMMUNICATIONS, INC.

By:  _____
John E. Barrett
Vice President

State of Connecticut

City / Town of _____

County of Fairfield

The foregoing instrument was acknowledged before me on February _____, 2021 by Stephan Rapaglia, Senior Vice President of Urstadt Biddle Properties Inc., a Maryland corporation, said corporation being the sole member of both UB Railside, LLC and UB Dockside, LLC, both Delaware limited liability companies, on behalf of Urstadt Biddle Properties, Inc., UB Railside, LLC and UB Dockside, LLC.


Commissioner of the Superior Court /
Notary Public
If notary, my commission expires: _____

State of Connecticut

City of West Haven

County of New Haven

The foregoing instrument was acknowledged before me on February 22, 2021 by John E. Barrett, Vice President of Barrett Outdoor Communications, Inc., a Connecticut corporation, on behalf of the corporation.



Deborah Vargovchik
Notary Public
My commission expires: 2/28/2025

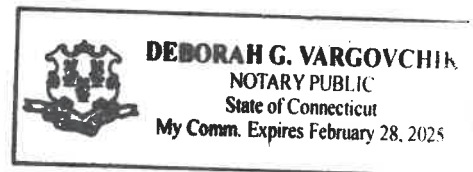
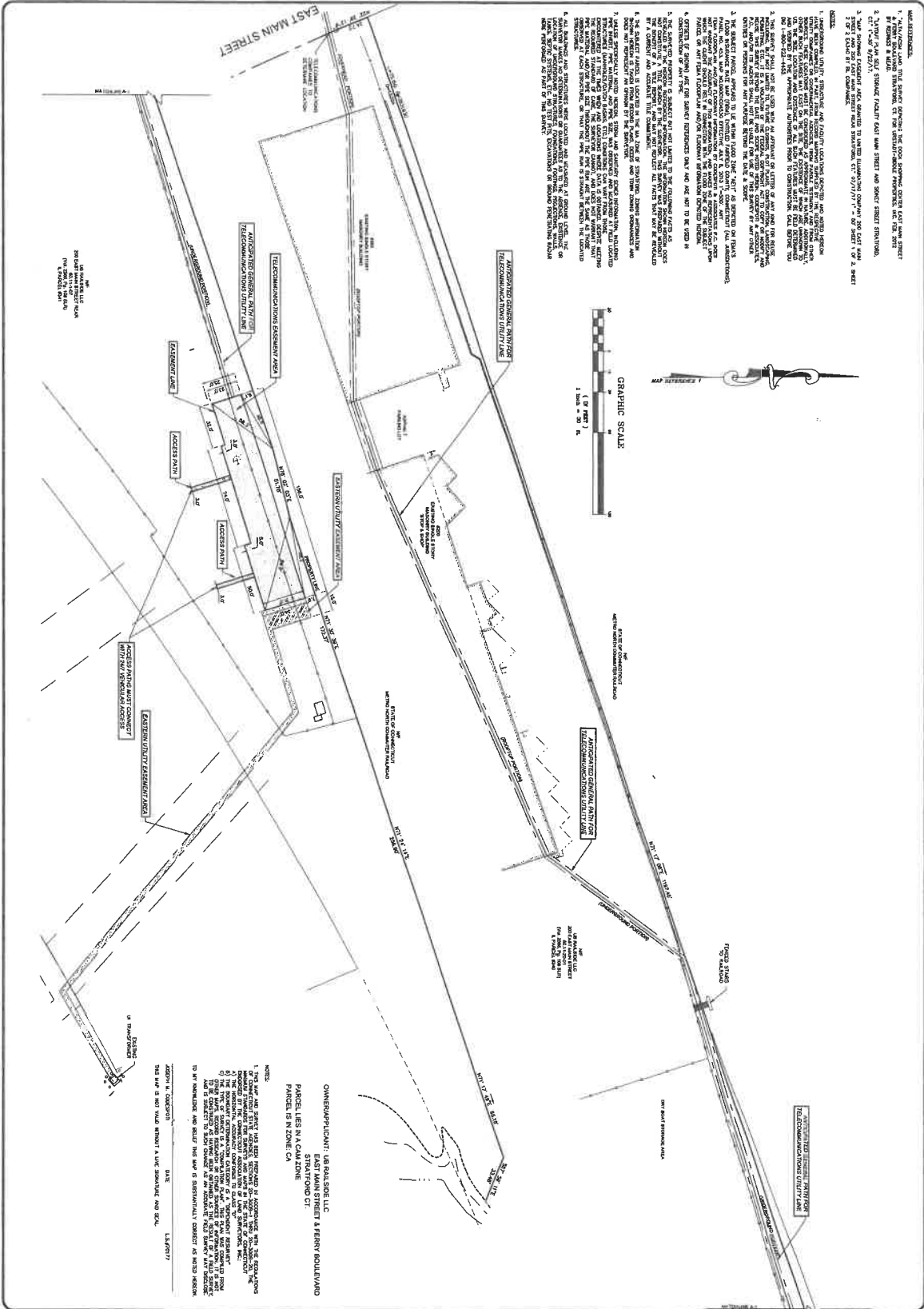


EXHIBIT A



1. THE MAP IS A PLAN OF THE PROPERTY AND THE EASEMENTS THEREON, AND IS NOT TO BE CONSIDERED AS A SURVEY OR AS A BASIS FOR A SURVEY.
2. THE MAP IS A PLAN OF THE PROPERTY AND THE EASEMENTS THEREON, AND IS NOT TO BE CONSIDERED AS A SURVEY OR AS A BASIS FOR A SURVEY.
3. THE MAP IS A PLAN OF THE PROPERTY AND THE EASEMENTS THEREON, AND IS NOT TO BE CONSIDERED AS A SURVEY OR AS A BASIS FOR A SURVEY.
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9. THE MAP IS A PLAN OF THE PROPERTY AND THE EASEMENTS THEREON, AND IS NOT TO BE CONSIDERED AS A SURVEY OR AS A BASIS FOR A SURVEY.
10. THE MAP IS A PLAN OF THE PROPERTY AND THE EASEMENTS THEREON, AND IS NOT TO BE CONSIDERED AS A SURVEY OR AS A BASIS FOR A SURVEY.

NOTES:

1. THE MAP AND PLAN HAS BEEN PREPARED BY ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF CONNECTICUT AND THE CITY OF STRATFORD, CONNECTICUT.
2. THE PROPERTY, CONDITIONS AND TERMS OF THE EASEMENTS ARE SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES TO THIS MAP.
3. THE MAP IS SUBJECT TO ANY AND ALL RECORDS AND INSTRUMENTS OF RECORD THAT MAY BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE STATE OF CONNECTICUT.
4. THE MAP IS SUBJECT TO ANY AND ALL RECORDS AND INSTRUMENTS OF RECORD THAT MAY BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE STATE OF CONNECTICUT.

DATE: 12/27/21
 L.S.P. 2021

OWNER/PPLICANT: US BUSINESS, LLC
 PARCEL LIES IN A COAL ZONE
 STRATFORD, CT
 PARCEL 151-20-001-001

NO.	DATE	DESCRIPTION
1	12/27/21	REVISION
2	12/27/21	REVISION
3	12/27/21	REVISION
4	12/27/21	REVISION
5	12/27/21	REVISION
6	12/27/21	REVISION
7	12/27/21	REVISION
8	12/27/21	REVISION
9	12/27/21	REVISION
10	12/27/21	REVISION

TELECOMMUNICATIONS EASEMENT MAP
DOCK SHOPPING CENTER
 200 EAST MAIN STREET
 FOR STRATD BIDDLE PROPERTIES INC.
 STRATFORD, CONNECTICUT

CODESPOTI & ASSOCIATES P.C.
 1000 WEST MAIN STREET, SUITE 200
 STRATFORD, CT 06424
 TEL: 860-261-1100
 FAX: 860-261-1101
 WWW.CODESPOTI.COM

REVISIONS	BY
02/27/21	ADJUSTMENTS TO TAKEMENT

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