

KENNETH C. BALDWIN

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Also admitted in Massachusetts

October 2, 2017

Melanie A. Bachman, Esq.
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 479 – Application Of Tarpon Towers II, LLC and Cellco Partnership d/b/a Verizon Wireless For A Certificate Of Environmental Compatibility And Public Need For The Construction, Maintenance And Operation Of A Wireless Telecommunications Facility At 380 Horace Street, Bridgeport, Connecticut

Dear Ms. Bachman:

Enclosed please find fifteen (15) copies of a redacted version of the Assignment and Assumption of Ground Lease for the above-referenced tower site at 380 Horace Street in Bridgeport, Connecticut. The Assignment and Assumption of Ground Lease will supplement the Land Lease and associated documents included behind Attachment 17 of the Docket No. 479 Application. Tarpon Towers II, LLC and Cellco Partnership d/b/a Verizon Wireless will seek to have this document admitted as a full exhibit in the Docket No. 479 proceeding.

Thank you in advance for your cooperation.

Sincerely,


Kenneth C. Baldwin

KCB/kmd
Enclosure
Copy to:
Keith Coppins
Brett Buggeln

17161652-v1

REDACTED VERSION

Prepared by and return to:
Tarpon Towers II, LLC
1001 Third Avenue West, Suite 420
Bradenton, FL 34205
Attn: Todd J Bowman

Site: CT1221 Bridgeport

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of June 16, 2017 (the "Effective Date"), by and between **Construction Services of Branford, LLC**, a Connecticut limited liability company ("Assignor") whose address is 974 Centre Road, Wilmington, DE 19805 and **Tarpon Towers II, LLC**, a Delaware limited liability company ("Assignee") whose address is 1001 Third Avenue West, Suite 420, Bradenton, FL 34205.

WHEREAS, Assignor is the lessee and the owner of the leasehold estate under that certain Lease Agreement dated June 16, 2014 by and between MDL Realty, LLC. and Assignor, for the a portion of the property described on Exhibit "A" attached hereto and incorporated by reference herein, together with all easements, tenements, appurtenances, hereditaments, rights and privileges, in, belonging to or beneficial thereto (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of
the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Lease.

3. In addition to assigning the Lease, Assignor hereby assigns and transfers to Assignee any and all studies, reports, records, investigations, drawings, zoning applications and approvals, permitting applications, approvals, and permits, applications and approvals filed and received with the Connecticut Siting Council, and any other governmental filings and approvals in Assignor's name and pertaining to the Assigned Lease and the permitted use of the Property and Premises thereunder. Assignor agrees to reasonably cooperate with Assignee in executing and filing any necessary additional documents or forms required to evidence such transfers.

4. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.

5. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the lessee's interest in the Assigned Lease and that no other party has any interest in or claim against the lessee's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

6. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

7. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

8. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.


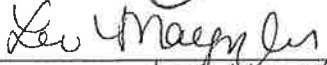
9. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.


[Remainder of page intentionally left blank. Signatures and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

Witnesses:


Print Name: Raymond Leiby

Print Name: Lev Mayzler

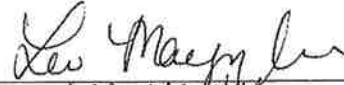
Assignor:
Construction Services of Branford, LLC
a Connecticut limited liability company


Name: Carlo Centore
Its: Member

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 16th day of June, 2017, within my jurisdiction, the within named Carlo Centore, who acknowledged that he is the sole member, of Construction Services of Branford, LLC, a Connecticut limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He/She is personally known to me.

NOTARIAL SEAL


Name: Lev Mayzler
Notary - State of CT
My Commission Expires: 12/31/17

LEV MAYZLER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2017

ASSIGNEE:

Tarpon Towers II, LLC

a Delaware limited liability company

By: [Signature]
Name: Brett Buggen
As its: Chief Operating Officer

Witnesses:

[Signature]
Print Name: Rhea D. Oberly

[Signature]
Print Name: Jessie [unclear]

STATE OF FLORIDA
COUNTY OF Manatee

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 19 day of Jun, 2017, within my jurisdiction, the within named Brett Buggen, who acknowledged that he is COO, of Tarpon Towers II, LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



TODD J. BOWMAN
MY COMMISSION # FF 122433
EXPIRES: August 10, 2018
Bonded Thru Budget Notary Services

[Signature]
Name: Todd J. Bowman
Notary - State of Florida
My Commission Expires: 8/10/18

EXHIBIT "A"

Property

That certain piece or parcel of land with the buildings and improvements situated thereon, located in the Towns of Bridgeport and Stratford, County of Fairfield and State of Connecticut and shown on Sheet 1 of 7 through Sheet 7 of 7 on a map entitled: "PROPERTY SURVEY OF PROPERTY LOCATED ON ASYLUM STREET & BROADBRIDGE AVENUE BRIDGEPORT & STRATFORD, CONN. PREPARED FOR SPORTING GOODS PROPERTIES, INC. SCALE: 1" = 100' PREPARED BY PLH/JVS CAD DWG: 7680-M01 DRAWN BY: PLH/JVS DATE: MAY 21, 1998 CHECKED BY: PLT" prepared by Kasper Group Inc. and being more particularly described as follows:

Beginning approximately at a G.E. Monument, which point marks the southwesterly most corner of the herein described parcel and the easterly corner of land now or formerly of the General Electric Co., thence N 32° 05' 24" E, a distance of 394.74 feet to a point; thence N 07° 15' 20" E, a distance of 288.85 feet to an iron pin in a monument; thence N 20° 48' 24" W, a distance of 59.96 feet to a U.M.C. Co. Monument; thence S 75° 19' 30" W, a distance of 410.48 feet to a point; thence S 55° 28' 30" W, a distance of 66.73 feet to a point; thence S 74° 11' 51" W, a distance of 33.04 feet to a point, the last six courses being along land now or formerly of the General Electric Co.; thence N 73° 33' 06" W, a distance of 258.00 feet along land now or formerly of Windabrae Associates; thence N 73° 21' 25" W, a distance of 55.70 feet to a point; thence N 73° 35' 19" W, a distance of 44.30 feet to a point; thence N 74° 36' 36" W, a distance of 128.79 feet to a point; thence N 75° 09' 01" W, a distance of 118.77 feet to a point; thence N 81° 15' 49" W, a distance of 55.87 feet to a point; thence N 76° 31' 15" W, a distance of 56.96 feet to a point, the last six courses being along land now or formerly of the City of Bridgeport; thence N 77° 40' 07" W, a distance of 485.00 feet to a point; thence N 43° 56' 27" W, a distance of 664.05 feet to a point; the last two courses being along land now or formerly of Conco Medical Co.; thence N 75° 41' 00" W, a distance of 52.98 feet along land now or formerly of Robert D., Jr. and Cynthia Miller; thence N 03° 16' 26" E, a distance of 162.25 feet along land now or formerly of Robert D., Jr. and Cynthia Miller, land now or formerly of Luis F. Rayes and Maria L. Marrero, and the easterly street line of Foster Square, in part by each, to a point; thence N 04° 47' 29" E, a distance of 213.52 feet along land now or formerly of Yvonne and Paul A. Washington and land now or formerly of Joseph R. and Katherine E. Lynch, in part by each, to a point; thence N 04° 12' 12" E, a distance of 461.74 feet along land now or formerly of Joseph R. and Katherine E. Lynch, the easterly street line of Alpine Road, land now or formerly of Edward C. Plavnick, land now or formerly of Joseph C. and Mary Drurilla, Joseph C. Durilla Exec., the easterly street line of Nelson Terrace, land now or formerly of Elizabeth V. Memoli and land now or formerly of Daniel Mendez, in part by each, to a point; thence S 83° 40' 01" E, a distance of 265.64 feet along land now or formerly of Daniel Mendez, land now or formerly of Frank J. and Margaret L. Grablec, land now or formerly of Helen S. Kolton and John Andrew Bacher and land now or formerly of Anna Demchak, in part by each, to a point; thence N 89° 37' 09" E, a distance of 46.14 feet along land now or formerly of Anna Demchak to a point; thence S 87° 30' 11" E, a distance of 104.49 feet along land now or formerly of Anna Demchak and land now or formerly of Janet Crockett, in part by each, to a point; thence S 84° 03' 31" E, a distance of 569.14 feet along land

EXHIBIT "A" (cont.)

Property

now or formerly by Janet Crockett and land now or formerly of North Nob Hill Corp., in part by each, to a point; thence N 15° 32' 01" W, a distance of 59.20 feet to a point; thence N 54° 23' 59" E, a distance of 92.42 feet to a point; thence N 27° 49' 59" E, a distance of 68.83 feet to Remington Monument M-24; thence N 05° 51' 59" E, a distance of 100.50 feet to Remington Monument M-25; thence N 05° 00' 01" W, a distance of 100.40 feet to Remington Monument M-26; thence N 14° 57' 01" W, a distance of 103.58 feet to Remington Monument M-27; thence N 05° 17' 59" E, a distance of 100.40 feet to Remington Monument M-28; thence N 11° 02' 59" E, a distance of 137.48 feet to Remington Monument M-29; thence S 83° 57' 01" E, a distance of 87.46 feet to Remington Monument M-30; thence N 04° 27' 01" W, a distance of 174.56 feet to Remington Monument M-31; thence N 00° 40' 01" W, a distance of 97.09 feet to a point; thence N 00° 41' 41" W, a distance of 398.12 feet to Remington Monument M-32; thence N 33° 07' 21" W, a distance of 7.84 feet to a point, the last thirteen courses being along land now or formerly of North Nob Hill Corp.; thence N 81° 33' 17" E, a distance of 312.21 feet along land now or formerly of Erich and Joan Keller, land now or formerly of Dean M. and Sandra M. D'Andrea, land now or formerly of George and Veronica Firer, land now or formerly of Richard T. and Susan M. Cannone, in part by each, to a point; thence N 81° 37' 56" E, a distance of 107.71 feet along land now or formerly of Joseph S. and Evelyn W. Marciniyk to a point; thence N 81° 30' 21" E, a distance of 170.60 feet along land now or formerly of Sporting Goods Properties Inc. to a point; thence N 81° 37' 44" E, a distance of 34.89 feet along land now or formerly of Charles A., Fay C., Charlene B. and Mary Ann Nixon to a point; thence N 81° 33' 32" E, a distance of 367.50 feet along land now or formerly of William H. Tisdale, land now or formerly of Mildred Memoli and land now or formerly of Pasquale J. and Helen D'Amico, in part by each, to a Remington Monument; thence N 05° 26' 28" E, a distance of 163.30 feet along land now or formerly of Pasquale J. and Helen D'Amico and land now or formerly of Eleuterio and Victoria Garcia, in part by each, to a point; thence N 00° 12' 48" W, a distance of 113.43 feet along land now or formerly of Eleuterio and Victoria Garcia, land now or formerly of Julius Anthony Gillotti, et. al., and land now or formerly of Eileen S. Dibecelle, in part by each, to a Remington Monument; thence N 05° 49' 27" E, a distance of 180.20 feet along land now or formerly of Eileen S. Dibecelle, land now or formerly of Matthew Melisi and Katherine M. Filanowski and land now or formerly of Edger J. and Michelle C. Ruiz, in part by each, to a point; thence N 19° 00' 34" E, a distance of 131.92 feet along land now or formerly of Edgar J. and Michelle C. Ruiz to an iron pin; thence N 22° 04' 36" W, a distance of 30.86 feet along land now or formerly of Peter L. D'Amato to a point; thence S 70° 38' 01" E, a distance of 89.01 feet to a Remington Monument; thence N 19° 23' 40" E, a distance of 576.81 feet to a point; thence along the arc of a curve to the right having a delta angle of 34° 37' 45", radius of 178.50 feet, length of 107.88 feet and a chord of N 36° 42' 46" E, a distance of 106.25 feet to a point; thence N 54° 01' 52" E, a distance of 745.54 feet to a point; thence along the arc of a curve to the left having a delta angle of 25° 36' 17", radius of 360.08 feet, length of 160.91 feet, a chord of N 41° 15' 02" E, a distance of 159.58 feet to a point; thence N 28° 28' 10" E, a distance of 338.18 feet to a point; thence along the arc of a curve to the right having a delta angle of 44° 10' 03", radius of 248.82 feet, length of 191.58 feet, and chord of N 50° 32' 58" E, a distance of 186.87 feet to a point; thence N 72° 37' 44" E, a distance of 185.69 feet to a point; thence N 17° 32' 44" E, a distance of 6.63 feet to Remington Monument M-48, the last nine courses being along the easterly street line of Evers Street; thence N 69° 54' 46" E, a distance of 34.18 feet to a point; thence N 71° 12' 36" E, a distance of 96.10 feet to a point; thence S 77° 44' 44" E, a distance of 85.61 feet to Remington Monument M-70; thence N 80° 27' 16" E, a distance of 94.07 feet to a point; thence N 67° 35' 26" E, a distance of 32.94 feet to a point; thence N

EXHIBIT "A" (cont.)

Property

52° 13' 36" E, a distance of 4.92 feet to the Bridgeport/Stratford town line, the last six courses being along land now or formerly of Jacob Mellitz, Trustee, et. al., thence N 53° 20' 00" E, a distance of 7.00 feet to a point; thence N 51° 11' 00" E, a distance of 34.00 feet to a point; thence N 48° 26' 00" E, a distance of 37.40 feet to a point; thence N 44° 17' 00" E, a distance of 44.00 feet to a point; thence N 41° 53' 00" E, a distance of 45.60 feet to a point; thence N 43° 51' 00" E, a distance of 68.51 feet to a point; thence N 46° 56' 00" E, a distance of 39.57 feet to Remington Monument M-55; thence S 87° 51' 43" E, a distance of 34.59 feet to Remington Disk M-55, the last eight courses being along the southerly line of Evers Lane; thence S 05° 50' 11" E, a distance of 388.79 feet to Remington Monument M-57; thence S 43° 46' 02" E, a distance of 439.42 feet to Remington Monument M-58; thence S 43° 46' 02" E, a distance of 439.42 feet to Remington Monument M-58; thence S 43° 49' 02" E, a distance of 173.89 feet to a point; thence S 84° 41' 02" E, a distance of 223.39 feet to Remington Monument M-60; thence S 66° 21' 22" E, a distance of 210.85 feet to a Remington Monument; thence S 48° 05' 22" E, a distance of 149.88 feet to a Remington Monument; thence S 53° 46' 02" E, a distance of 50.29 feet to a point; thence S 56° 40' 02" E, a distance of 110.20 feet to a point; thence S 46° 15' 52" E, a distance of 158.85 feet to a point; thence S 10° 40' 42" E, a distance of 39.68 feet to a point; thence S 00° 44' 58" W, a distance of 173.61 feet to a point; thence S 06° 33' 02" E, a distance of 20.45 feet to a point; thence S 26° 58' 52" E, a distance of 18.48 feet to a point; thence S 44° 25' 52" E, a distance of 117.73 feet to Remington Monument M-70; thence S 45° 33' 59" E, a distance of 400.16 feet to a point, the last fifteen courses being along the westerly street line of Broadbridge Avenue; thence S 19° 49' 36" W, a distance of 422.46 feet to a point; thence S 19° 22' 21" W, a distance of 447.08 feet to a point; thence S 19° 01' 14" W, a distance of 486.79 feet to a point; thence S 18° 32' 20" W, a distance of 133.89 feet to a point; thence S 14° 16' 28" W, a distance of 133.34 feet to a point; thence S 74° 38' 03" E, a distance of 28.32 feet to a point; thence S 14° 08' 32" W, a distance of 142.76 feet to a point; thence S 15° 53' 26" E, a distance of 31.34 feet to a point; thence S 08° 15' 22" W, a distance of 43.33 feet to a point; thence S 17° 23' 32" W, a distance of 65.41 feet to a point; thence S 08° 12' 37" W, a distance of 643.57 feet to a Remington Arms Company Monument, the last eleven courses being along land now or formerly of Dictaphone Corp. (U.S.); thence S 10° 34' 57" E, a distance of 290.41 feet along land now or formerly of Andrew J. Vitka, land now or formerly of Michelle F. Rosario and land now or formerly of Raymond G. Kane, in part by each, to a point; thence S 68° 54' 27" W, a distance of 48.40 feet along land now or formerly of George E. and Claire T. Venables to a point; thence S 71° 54' 08" W, a distance of 49.35 feet along the northerly street line of Stoney Brook Road, to a Remington Arms Company Monument; thence S 75° 20' 23" W, a distance of 39.20 feet to a point; thence S 82° 03' 56" W, a distance of 24.07 feet to a point, the last two courses being along land now or formerly of Michael G. and Vicki L. Bonner; thence S 76° 22' 03" W, a distance of 32.97 feet along land now or formerly of Richard W. and Lynn Cook to the Stratford/Bridgeport town line; thence S 82° 38' 59" W, a distance of 132.33 feet along land now or formerly of Richard W. and Lynn Cook to a point; thence S 88° 06' 43" W, a distance of 62.21 feet along land now or formerly of Billy T. and Seflin Lee to a Remington Arms Company Monument; thence S 86° 18' 03" W, a distance of 108.71 feet along land now or formerly Billy T. and Seflin Lee, land now or formerly of Hugo Harris and land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator, in part by each, to a point; thence S 85° 05' 43" W, a distance of 37.81 feet along land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator to a point; thence S 83° 46' 43" W, a distance of 108.12 feet along land now or formerly of the Estate of Helen E. Wasko, Barbara A. Wasko, Administrator, and land now or formerly of Hugo Harris, in part by each, to a point; thence S 84° 56' 33" W, a distance of 188.23

EXHIBIT "A" (cont.)

Property

feet along land now or formerly of Hugo Harris, land now or formerly of Ronald J. and Lucille M. Demers and land now or formerly of Blanche I. Emerson, in part by each, to a point; thence S 29° 37' 20" W, a distance of 22.60 feet along land now or formerly of Blanche I. Emerson to a point; thence N 67° 33' 58" W, a distance of 400.30 feet along land now or formerly of the City of Bridgeport to U.M.C. Company Monument; thence S 66° 08' 38" W, a distance of 1254.59 feet along land now or formerly of the City of Bridgeport, land now or formerly of the Housing Authority of the City of Bridgeport and land now or formerly of the Kennedy Center, Inc., in part by each, to a point; thence S 70° 15' 53" W, a distance of 791.31 feet along land now or formerly of the Kennedy Center, Inc. and land now or formerly of the City of Bridgeport Dinan Center Property, in part by each, to a point; thence S 20° 29' 30" E, a distance of 139.49 feet to a point; thence S 05° 29' 32" W, a distance of 387.59 feet to a point; thence S 33° 06' 22" W, a distance of 351.71 feet to a G.E. Monument, the last three courses being land now or formerly of the City of Bridgeport Dinan Center Property; thence N 73° 42' 05" W, a distance of 63.60 feet to a G.E. Monument; thence N 72° 32' 37" W, a distance of 136.37 feet to a G.E. Monument which monument marks the point or place of beginning, the last two courses being along land now or formerly of the General Electric Company.

LESS AND EXCEPT that portion of property conveyed to Town of Stratford from Sporting Goods Properties, Inc., a Delaware corporation by Statutory Warranty Deed dated June 22, 2001 and recorded August 15, 2001 in Deed Book 1767, Page 065.

AND BEING the same property conveyed to Remington Arms Company, Inc. from The Remington Arms Union Metallic Cartridge Company, Incorporated, a corporation by Warranty Deed dated July 27, 1922 and recorded August 22, 1922 in Deed Book 499, Page 575.

Tax Parcel Nos. 20/13/9/9, 69-2801-39A