

SITE NAME: Lebanon Center

Redacted Option and Land Lease Agreement

OPTION AND LAND LEASE AGREEMENT

This Agreement made this 16 day of Oct, 2017, between Town of Lebanon, with its principal offices located at 579 Exeter Road, Lebanon, Connecticut, 06249, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 917 Exeter Road, Lebanon, Connecticut, as shown on the Tax Map of the Town of Lebanon as Map 245/252, Lot 13 and being further described in Volume 137 at Page 245 and Volume 137 at Page 247 as recorded in the Town Clerk's office of the Town of Lebanon (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Exeter Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for up to four additional periods of twelve (12) months each, unless LESSEE gives written notice to the LESSOR of its intent not to extend prior to the end of the initial option or any applicable subsequent one year option period as the case may be. If the option is extended, LESSEE shall make an additional payment of [REDACTED] for each annual option period so exercised to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 2017, between the Town of Lebanon, with its principal offices located at 917 Exeter Road, Lebanon, Connecticut, 06249, hereinafter designated LESSOR and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 917 Exeter Road, Lebanon, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 10 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for 2 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The annual rental for each extension term shall be [REDACTED] of the annual rental amount for the immediately preceding five year term.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the above address or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20' foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or

under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or

compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional Insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (860) 642-6100, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items

are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale,

transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Lebanon
 579 Exeter Road
 Lebanon, CT 06249

LESSEE: Cellco Partnership
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this

Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims

resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

32. SIGNING BONUS. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of [REDACTED] which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date.

33. EXISTING FACILITY. LESSEE agrees to dismantle and remove the existing tower located at 891 Exeter Road, Lebanon, Connecticut to a location within the Town of Lebanon as designated by LESSOR for storage. LESSEE further agrees to move the LESSOR's existing antennas, mounts and cables from the old tower to the new tower contemplated by this Agreement on terms and conditions as set forth in the attached License Agreement attached as Exhibit C which the parties agree shall be executed by the parties simultaneously with this Agreement. Exhibit C is hereby incorporated herein and made a part of this Agreement.

34. SUBLEASE. LESSEE may sublease any portion of the Property at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar terms shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(a) In the event LESSEE subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: [REDACTED] percent to LESSOR and [REDACTED] percent to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE respectively. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. The LESSEE shall have no liability of any nature to the LESSOR for the failure to sublet all or any part of the Premises to any or all potential Sublessee(s). At LESSOR's reasonable request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, it's Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

(b) Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof. The LESSEE shall have the sole right to determine whether it will sublet any portion of the Property or whether it will sublease to any specific Sublessee.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Linda H. McDonald
LINDA H. McDONALD

WITNESS

Veronica Calvert
VERONICA CALVERT

Ashley Kelly

WITNESS

Diana Mumpala

LESSOR: TOWN OF LEBANON

By: Barry Petru

Its: First Selectman

Date: 10/16/17

LESSEE: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

By: Andrew W. Allen
Andrew W. Allen

Its: Director Network Field Engineering

Date: 10/4/17

EXHIBIT "A"

DESCRIPTION OF PROPERTY

FIRST PARCEL

ALL THAT CERTAIN piece or parcel of land containing 25.000 acres, together with the buildings and improvements thereon, situated in the Town of Lebanon, County of New London and State of Connecticut and being shown on a map entitled: "Property Map Land Now or Formerly of Harold N. Geer & Norma H. Geer to be Combined With Land Now or Formerly of The Town of Lebanon, Route 207, Lebanon, CT." by DeCarlo & Doll, Inc., Scale 1" = 40', Dated 2-28-89 and last revised 9/19/89, which map is on file in the Office of the Town Clerk of the Town of Lebanon as Map(s) Numbered 992A-E, being more particularly bounded and described as follows:

COMMENCING at a point on the Southerly streetline of Conn. Rt. 207, said point being the Northeasterly Corner of the herein described parcel.

Thence running S. 24° 15' 19" E. 365.00 feet along land now or formerly of Elvenia Keefe.

Thence running S. 23° 56' 20" E. 575.81 feet and

S. 24° 14' 28" E. 463.68 feet along land now or formerly of the Town of Lebanon.

Thence running S. 64° 12' 02" W. 64.39 feet

S. 18° 22' 37" E. 402.33 feet and

S. 62° 09' 06" W. 435.27 feet along Parcel "B" as shown on the above mentioned map.

Thence running N. 43° 26' 05" W. 46.00 feet

N. 33° 53' 06" W. 354.25 feet

N. 57° 08' 00" W. 26.17 feet

N. 39° 34' 02" W. 141.89 feet

N. 40° 37' 37" W. 438.73 feet

N. 07° 21' 44" E. 500.00 feet and

N. 19° 44' 52" W. 399.18 feet along land now or formerly of Harold N. Geer and Norma H. Geer.

Thence running N. 61° 39' 06" E. 427.17 feet and

N. 60° 17' 41" E. 73.75 feet along the Southerly Street line of Conn. Rt. 207 to the point and place of commencement.

SECOND PARCEL

ALL THAT CERTAIN piece or parcel of land containing 13.173 acres situated in the Town of Lebanon, County of New London and State of Connecticut and being shown on a map entitled: "Property Map Land Now or Formerly of Harold N. Geer & Norma H. Geer to be Combined With Land Now or Formerly of The Town of Lebanon, Route 207, Lebanon, CT." by DeCarlo & Doll, Inc., Scale 1" = 40', Dated 2-28-89 and last revised 9/19/89, which map is on file in the Office of the Town Clerk of the Town of Lebanon as Map(s) Numbered 992A-E, being more particularly bounded and described as follows:

COMMENCING at the North Easterly Corner of the herein described parcel as shown on the above mentioned map.

Thence running S. 31° 40' 43" E. 270.18 and

S. 20° 04' 13" E. 256.10 feet along land now or formerly of the Town of Lebanon.

Thence running S. 20° 56' 36" E. 104.90 feet and
S. 22° 33' 16" E. 168.70 feet along land now or formerly of Leon Szajda & Michael Szajda.

Thence running S. 79° 11' 30" W. 1296.52 feet along land now or formerly of Harold N. Geer & Norma H. Geer.

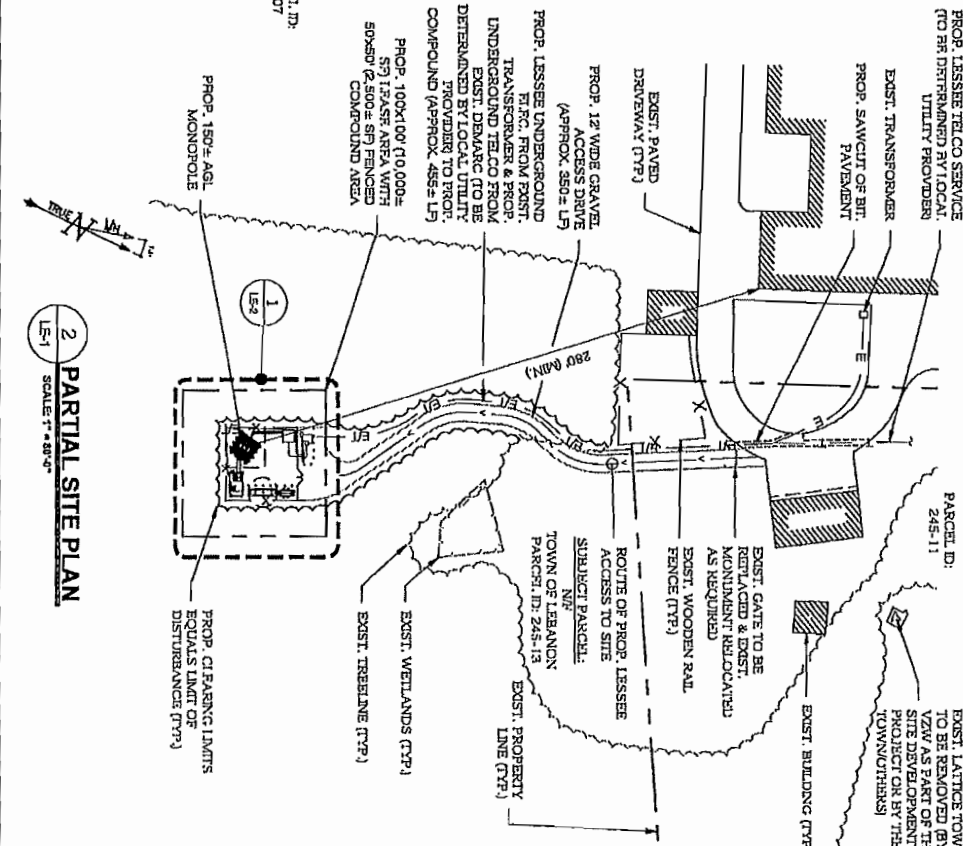
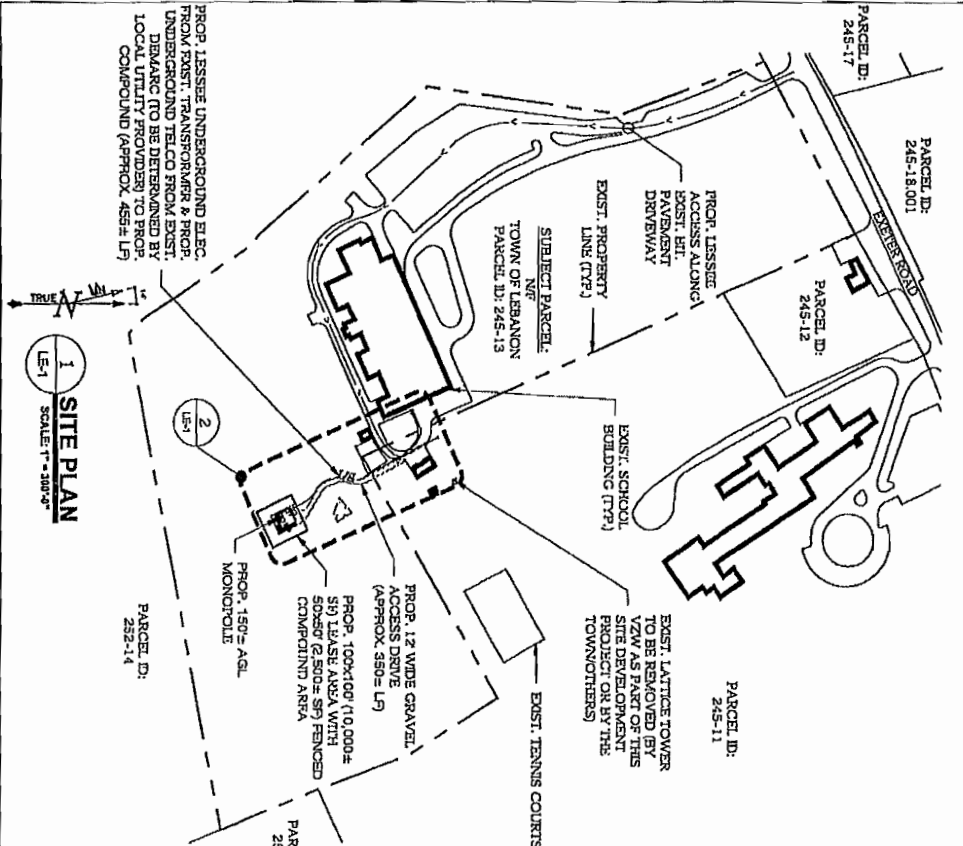
Thence running N. 62° 09' 06" E. 435.27 feet
N. 18° 22' 37" W. 402.33 feet and
N. 64° 12' 02" E. 64.39 feet along Parcel "A" as shown on the above mentioned map.

Thence running N. 61° 29' 15" E. 343.46 feet
N. 58° 07' 05" E. 115.60 feet and
N. 60° 07' 43" E. 259.01 feet along land now or formerly Town of Lebanon to the point and place of commencement.

Property is known as 917 Exeter Road, Lebanon, Connecticut

EXHIBIT "B"

SITE PLAN OF THE PREMISES



NOTES:
 ALL ANTENNA LOCATIONS ARE APPROXIMATE. CABLE TRAYS, CONDUITS, AND OTHER UTILITIES SHALL BE DETERMINED BY THE CLIENT OR BY OTHER UTILITY PROVIDERS. ANY EQUIPMENT OR OTHER UTILITIES SHALL BE DETERMINED BY THE CLIENT OR BY OTHER UTILITY PROVIDERS. APPROVALS REQUIRED BY VERIZON OR ANY OTHER UTILITY PROVIDER TO SERVICE VERIZON'S INSTALLATION IS PERMITTED AT THE PROPERTY, PERMITS, PERMITS, AND DISTRIBUTION BOXES SHALL BE ADDED TO EACH ANTENNA SECTION AT FUTURE LOCATIONS DETERMINED BY VERIZON. A.C.L. = ABOVE GROUND LEVEL; A.M.S.L. = ABOVE MEAN SEA LEVEL; A.R.L. = ABOVE ROOF LEVEL; M.D.B. = MAIN DISTRIBUTION BOX; R.R.H. = REMOTE RADIO HEAD; S.D.B. = SECTION DISTRIBUTION BOX; T.V.A. = TOWER MOUNTED AMPLIFIER

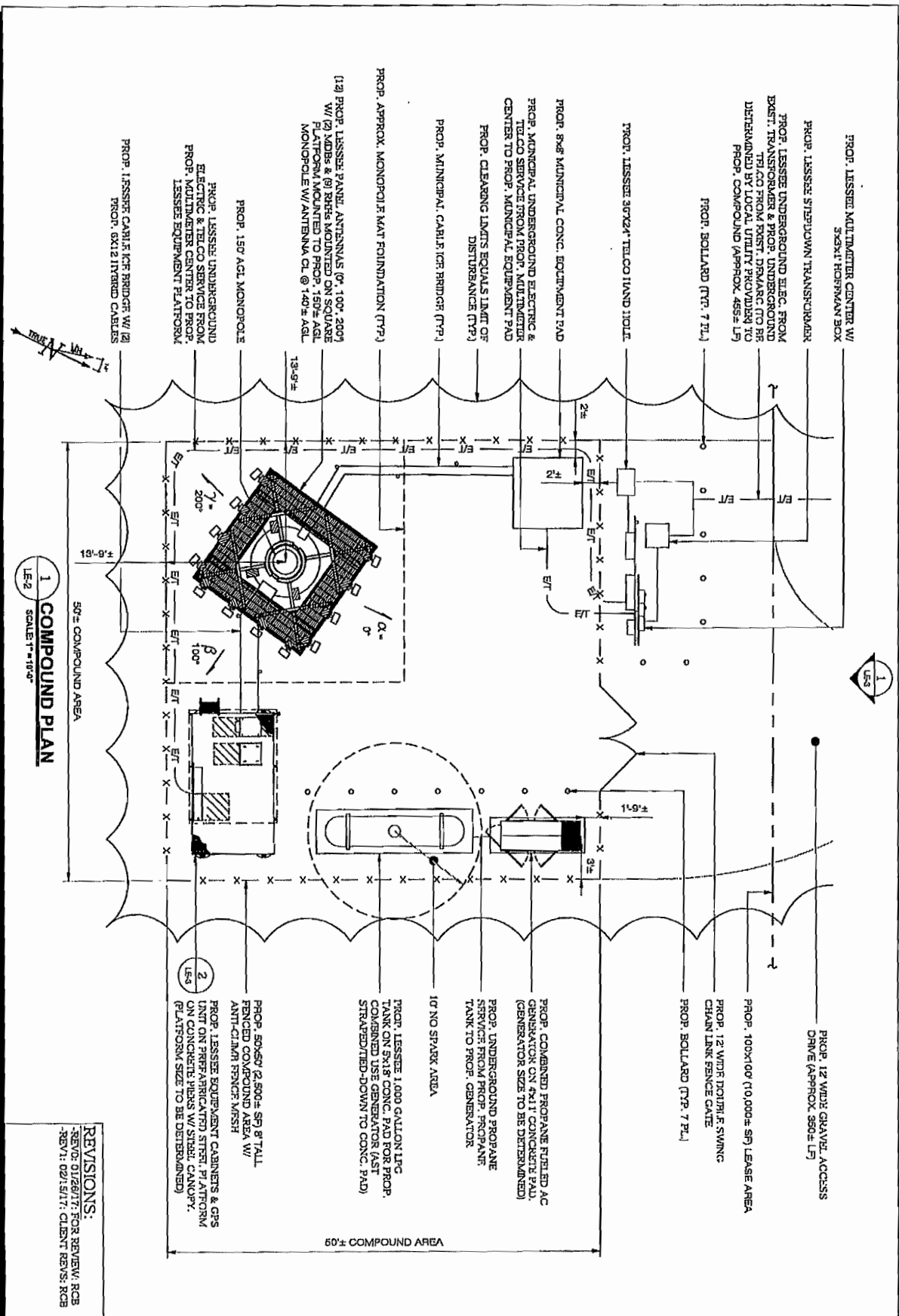
PROPERTY INFORMATION:
 SITE NAME: ... LEBANON CENTER CT
 PROJECT CODE: ... 2015123008
 LOCATION CODE: ... 382009
 SITE ADDRESS: ... 917 EXETER ROAD
 ... LEBANON, CT 06249

SITE INFORMATION:
 LOT: ... 13
 ZONING: ... RA
 LATITUDE: ... 41° 47' 18.18" N
 LONGITUDE: ... 72° 14' 14.22" W
 ELEVATION: ... 511 ± AMSL

OWNER INFORMATION:
 OWNER: ... TOWN OF LEBANON
 LANDLORD: ... 917 EXETER ROAD
 ... LEBANON, CT 06249

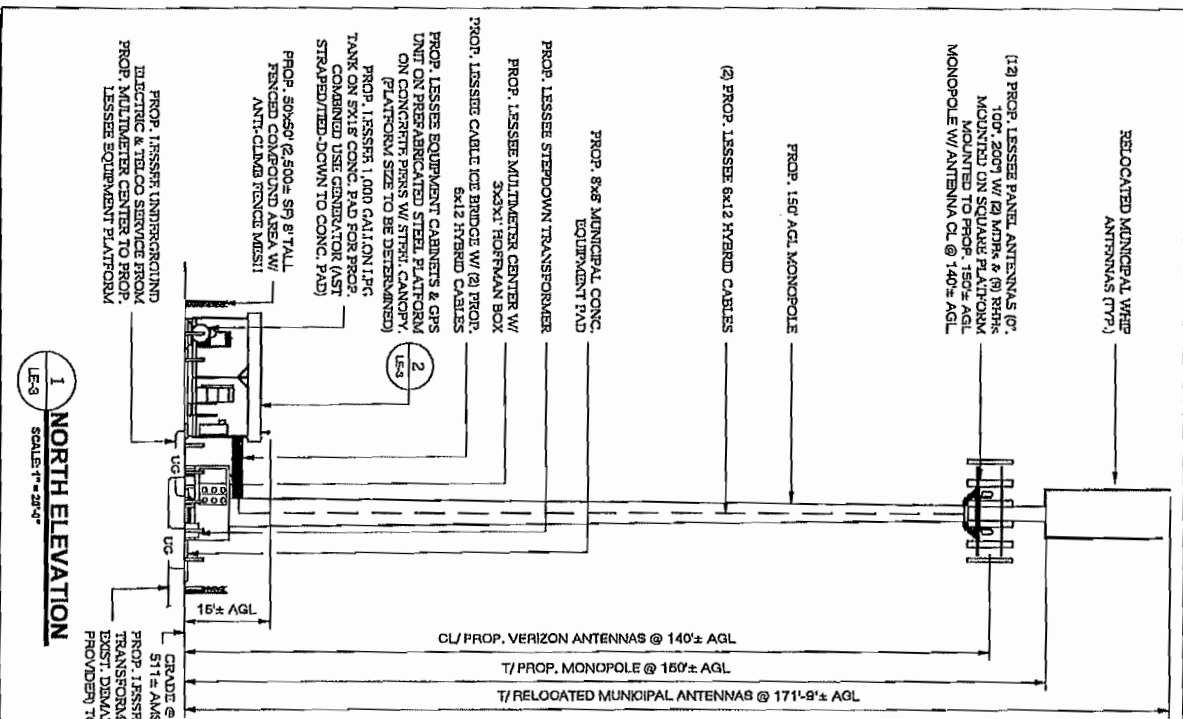
REVISIONS:
 -REVISED FOR REVIEW, RCB
 -REVISED FOR REVIEW, RCB
 -REVISED FOR REVIEW, RCB

	APT FILING NUMBER: CT141NB7950 SITE PLANS & NOTES DATE OF DV: 01/26/17 DRAWN BY: CSH CHECKED BY: RCB DATE: 01/26/17	LEBANON CENTER CT 917 EXETER ROAD LEBANON, CT 06249 VZ PROJECT CODE: 2015123008 VZ VZ VZ VZ CM: JT RF ENGINEER:	SHEET NUMBER: LE-1 ALL-POINTS TECHNOLOGY CORPORATION 33 ADOLF ENROCK DRIVE KILLDEER WORTH, CT 06119 WWW.ALLPOINTSTECH.COM PHONE: (860) 661-1099 FAX: (860) 661-0931
	APPROVALS: LANDLORD: _____ DATE: _____ DATE: _____	DATE: _____	DATE: _____

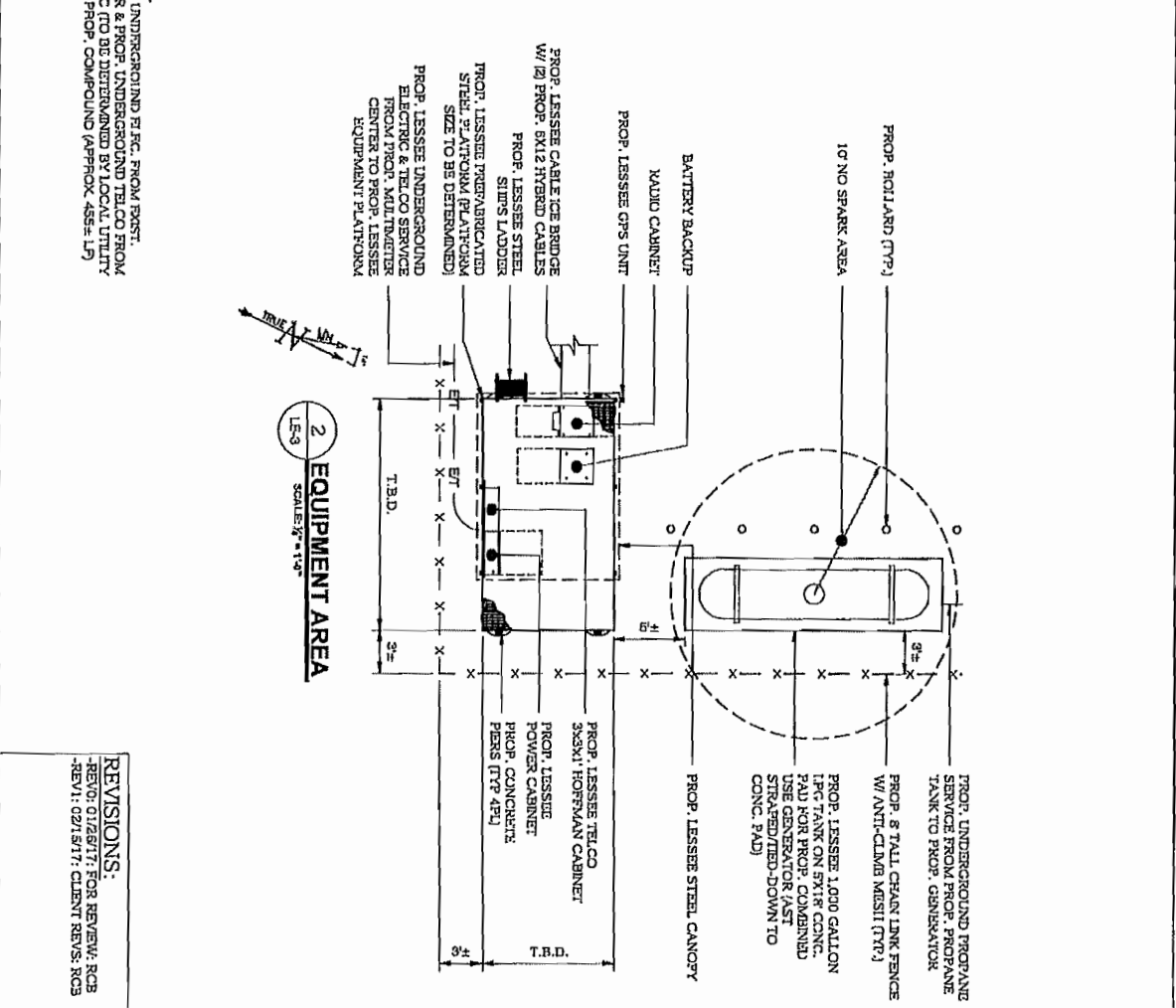


verizon Calico Partnership d/b/a	APT FILING NUMBER: CT141NB7950		LEBANON CENTER CT 617 EXETER ROAD LEBANON, CT 06249		SHEET NUMBER: LE-2
	COMPOUND PLAN DATE OF DV: 01/08/17 DRAWN BY: CSH		VZ PROJECT CODE: 20161233008 LC: 384999 CM: JT		 ALL-POINTS TECHNOLOGY CORPORATION 35 SADDLERBROOK DRIVE LEBANON, CT 06249 WWW.ALLPOINTSCT.COM PHONE: (860) 463-1699 FAX: (860) 463-0935
DATE: 01/28/17 CHECKED BY: RCB		DATE:		DATE:	
APPROVALS: LANDLORD:		DATE:		DATE:	

REVISIONS:
 -REV: 01/26/17: FOR REVIEW: RCB
 -REV: 02/15/17: CLIENT REVS: RCB



1 NORTH ELEVATION
SCALE: 1" = 2'-0"



2 EQUIPMENT AREA
SCALE: 1/2" = 1'-0"

REVISIONS:
-REV: 01/26/17 FOR REVIEW: RCB
-REV: 02/15/17 CLIENT REV: RCB

Cellco Partnership d/b/a	APT FILING NUMBER: CT141NB7950	LEBANON CENTER CT 917 EXETER ROAD LEBANON, CT 06249	SHEET NUMBER: LE-3	ALL-POINTS TECHNOLOGY CORPORATION 2 SANDLEBROOK DRIVE LILLENWOOD, CT 06119 PHONE: (860) 663-1699 FAX: (860) 663-0933 WWW.ALLPOINTS.TECH.COM
	ELEV. & EQUIPMENT AREA PLAN DATE OF DV: 01/06/17 DRAWN BY: CSH DATE: 01/26/17 CHECKED BY: RCB	VZ PROJECT CODE: 20161233008 LC: 384899 CM: JT RF ENGINEER:	DATE:	
APPROVALS: LANDLORD: DATE:				

EXHIBIT C

AGREED UPON LICENSE AGREEMENT:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the _____ day of _____, 2017 between Celco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter called Licensor, and the Town of Lebanon a municipal entity, with its principal office at 579 Exeter Road, Lebanon, Connecticut, 06249, hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee that certain parcel of property (hereinafter called Property), Tower Identifier _____, located at 917 Exeter Road, Lebanon, Connecticut, and being described as a 8' x 8' parcel containing 64 square feet, the Property is identified on the Tax Map of the Town of Lebanon as Map 245/252, Lot 13 and being further described in Volume 137 at Page 245 and Volume 137 at Page 247 as recorded in the Office of the Town Clerk of Lebanon, said Property being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place the equipment identified on the Attached Exhibit B in the locations identified in the Attached Exhibit C and referenced as the "Prop. 8' x 8' Municipal Conc. Equipment Pad" which exhibits are hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the following terms and conditions:

1. This License Agreement shall be for a term of ten (10) years commencing on the first (1st) day of the month following the date that Licensor has completed construction and installation of the tower on the Property.

Licensee shall pay Licensor an annual fee of zero dollars to be paid in equal monthly installments on the first (1st) day of each month commencing with the first month of the term of this License Agreement in advance to Verizon Wireless, or to such person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensee must include with each payment the alpha numeric site designation as specified on Page 1 of the Agreement and the specific site location. Licensee shall be limited to the equipment identified in Exhibit B. Any additional equipment shall require consent from LESSEE which consent may include a requirement that LESSOR pay rental payments for the additional equipment.

2. Licensee may have the option to extend this license for two (2) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. Except for the Licensee's initial equipment identified on the attached Exhibit B which shall be installed by Licensor within a reasonable period of time following the completion of

the construction and installation of the tower contemplated by the Prime Lease, Licensee's equipment shall be purchased, installed and maintained at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment. Licensor shall provide Licensee with access to Licensor's generator at no cost to Licensee subject to the terms and conditions of the attached Generator License Agreement which the parties agree shall be executed simultaneously with this Agreement. The Generator License Agreement is attached hereto as Exhibit E and made a part of this License. Licensor further agrees to install a concrete pad within the Premises as identified on the attached Exhibit B for the location of the Licensee's equipment shed as identified on Exhibit C and to bring power and telephone utilities to Licensee's shed.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason

of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. INTENTIONALLY REMOVED.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission,

Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "D" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry

liability insurance approved by Licensor which shall protect Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury \$2,000,000
 \$2,000,000
Property Damage \$1,000,000
 \$1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion,

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise

prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Option and Land Lease Agreement dated of even date herewith between the Licensor herein and Licensee hereinafter referred to as the 'Prime Lease'. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensor, if able, will give the Licensee ninety (90) days prior notice.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

(a) If to Licensor,

Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate Department

or to such other address as Licensor may furnish to Licensee in writing.

(b) If to Licensee,

Town of Lebanon
579 Exeter Road
Lebanon, Connecticut, 06249

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

WITNESS the following signatures:

WITNESS:

LICENSEE: TOWN OF LEBANON

LESSEE: CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

WITNESS

By: _____
Andrew W. Allen

Its: Director Network Field Engineering

Date: _____

EXHIBIT "A"

FIRST PARCEL

ALL THAT CERTAIN piece or parcel of land containing 25.000 acres, together with the buildings and improvements thereon, situated in the Town of Lebanon, County of New London and State of Connecticut and being shown on a map entitled: "Property Map Land Now or Formerly of Harold N. Geer & Norma H. Geer to be Combined With Land Now or Formerly of The Town of Lebanon, Route 207, Lebanon, CT." by DeCarlo & Doll, Inc., Scale 1" = 40', Dated 2-28-89 and last revised 9/19/89, which map is on file in the Office of the Town Clerk of the Town of Lebanon as Map(s) Numbered 992A-E, being more particularly bounded and described as follows:

COMMENCING at a point on the Southerly streetline of Conn. Rt. 207, said point being the Northeasterly Corner of the herein described parcel.

Thence running S. 24° 15' 19" E. 365.00 feet along land now or formerly of Elvenia Keefe.

Thence running S. 23° 56' 20" E. 575.81 feet and
S. 24° 14' 28" E. 463.68 feet along land now or formerly of the Town of Lebanon.

Thence running S. 64° 12' 02" W. 64.39 feet
S. 18° 22' 37" E. 402.33 feet and
S. 62° 09' 06" W. 435.27 feet along Parcel "B" as shown on the above mentioned map.

Thence running N. 43° 26' 05" W. 46.00 feet
N. 33° 53' 06" W. 354.25 feet
N. 57° 08' 00" W. 26.17 feet
N. 39° 34' 02" W. 141.89 feet
N. 40° 37' 37" W. 438.73 feet
N. 07° 21' 44" E. 500.00 feet and
N. 19° 44' 52" W. 399.18 feet along land now or formerly of Harold N. Geer and Norma H. Geer.

Thence running N. 61° 39' 06" E. 427.17 feet and
N. 60° 17' 41" E. 73.75 feet along the Southerly Street line of Conn. Rt. 207 to the point and place of commencement.

SECOND PARCEL

ALL THAT CERTAIN piece or parcel of land containing 13.173 acres situated in the Town of Lebanon, County of New London and State of Connecticut and being shown on a map entitled: "Property Map Land Now or Formerly of Harold N. Geer & Norma H. Geer to be Combined With Land Now or Formerly of The Town of Lebanon, Route 207, Lebanon, CT." by DeCarlo & Doll, Inc., Scale 1" = 40', Dated 2-28-89 and last revised 9/19/89, which map is on file in the Office of the Town Clerk of the Town of Lebanon as Map(s) Numbered 992A-E, being more particularly bounded and described as follows:

COMMENCING at the North Easterly Corner of the herein described parcel as shown on the above mentioned map.

Thence running S. 31° 40' 43" E. 270.18 and

S. 20° 04' 13" E. 256.10 feet along land now or formerly of the Town of Lebanon.

Thence running S. 20° 56' 36" E. 104.90 feet and
S. 22° 33' 16" E. 168.70 feet along land now or formerly of Leon Szajda & Michael Szajda.

Thence running S. 79° 11' 30" W. 1295.52 feet along land now or formerly of Harold N. Geer & Norma H. Geer.

Thence running N. 62° 09' 06" E. 435.27 feet
N. 18° 22' 37" W. 402.33 feet and
N. 64° 12' 02" E. 64.39 feet along Parcel "A" as shown on the above mentioned map.

Thence running N. 61° 29' 15" E. 343.46 feet
N. 58° 07' 05" E. 115.60 feet and
N. 60° 07' 43" E. 259.01 feet along land now or formerly Town of Lebanon to the point and place of commencement.

Property is known as 917 Exeter Road, Lebanon, Connecticut

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

Antennas

Type – Whip Antennas

Qty - (4)

Make/Models -

Telewave - ANT450F10 FIBERGLASS COLLINEAR ANTENNA 10 dBd

Telewave - ANT450F10 FIBERGLASS COLLINEAR ANTENNA 10 dBd

Commander Technologies - 1142-2AN

dbSpectra - 150-164 MHz, 6 dBd, Omni, N(F) (DS1F06F36U-N)

Cables

Type – Coax

Qty (4)

Size 7/8"

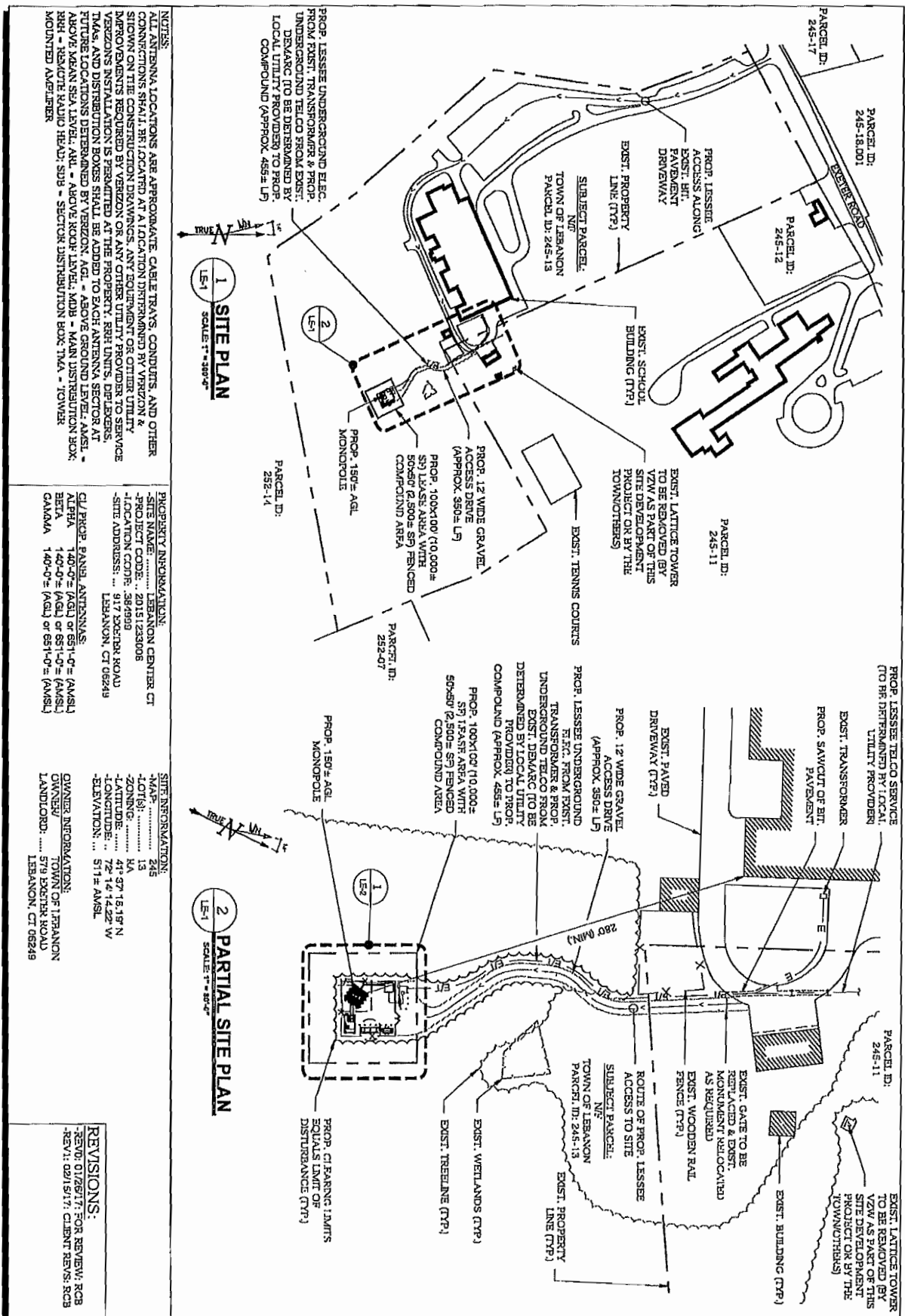
Surge Protectors (antennas)

Type - Poly Phaser

Qty - (4)

EXHIBIT "C"

SEE ATTACHED DRAWINGS



1 SITE PLAN
SCALE: 1" = 300'-0"

2 PARTIAL SITE PLAN
SCALE: 1" = 300'-0"

NOTES:
ALL ANTENNA LOCATIONS ARE APPROXIMATE. CABLE TRAYS, CONDUITS, AND OTHER CONNECTIONS SHALL BE LOCATED AT A LOCATION DETERMINED BY VERIZON & SHOWN ON THE CONSTRUCTION DRAWINGS. ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY VERIZON OR ANY OTHER UTILITY PROVIDER TO SERVICE VERIZON'S INSTALLATION IS PERMITTED AT THE PROPERTY, RFR UNITS, DISTRIBUTERS, TAPAS AND DISTRIBUTION BOXES SHALL BE ADDED TO EACH ANTENNA SECTOR AT FUTURE LOCATIONS DETERMINED BY VERIZON. AGL = ABOVE GROUND LEVEL; AMSL = ABOVE MEAN SEA LEVEL; AUL = ABOVE ROOF LEVEL; MOB = MAIN DISTRIBUTION BOX; RFR = REACTIVE RADIO HEAD; SDR = SECTOR DISTRIBUTION BOX; TMA = TOWER MOUNTED AMPLIFIER

PROPERTY INFORMATION:
-SITE NAME: LEBANON CENTER CT
-PROJECT CODE: 20151233008
-LOCATION CODE: 384999
-SITE ADDRESS: 917 EXETER ROAD
LEBANON, CT 06249

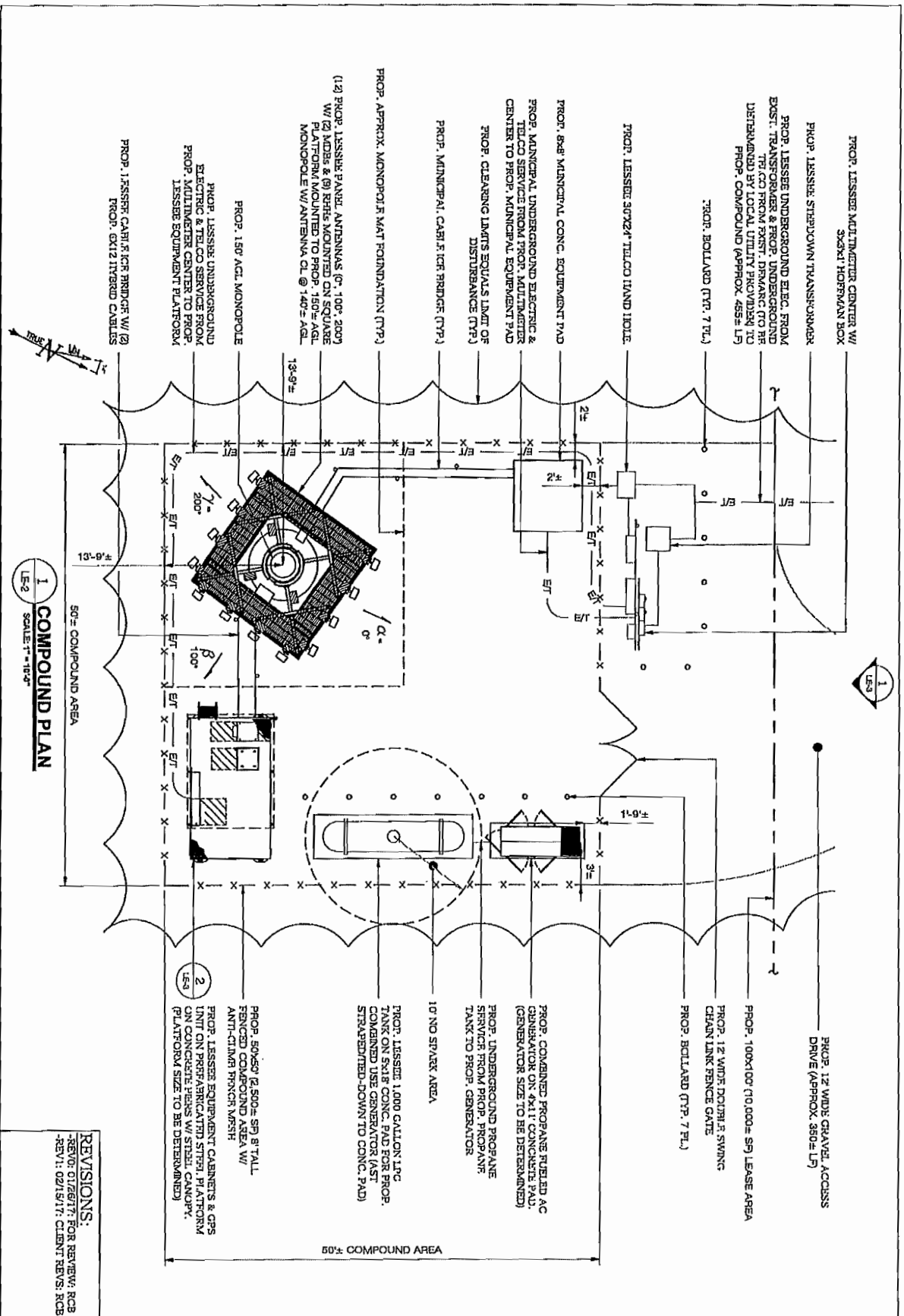
SITE INFORMATION:
-MAP: 245
-LOT(S): 13
-ZONING: NA
-LATITUDE: 41° 37' 18.19" N
-LONGITUDE: 72° 14' 14.22" W
-ELEVATION: 571 ± AMSL

OWNER INFORMATION:
OWNER: TOWN OF LEBANON
LANDLORD: 579 EXETER ROAD
LEBANON, CT 06249

REVISIONS:
-REV: 01/26/17 FOR REVIEW: RCB
-REV: 02/15/17 CLIENT REV: RCB

	Cellco Partnership d/b/a APT FILING NUMBER: CT141NB7950	LEBANON CENTER CT 917 EXETER ROAD LEBANON, CT 06249	SHEET NUMBER: LE-1	
	SITE PLANS & NOTES DATE OF DV: 01/08/17 DRAWN BY: CSH DATE: 01/20/17 CHECKED BY: RCB	VZ PROJECT CODE: 20161233008 VZ LG: 384999 VZ CM: JT ; RF ENGINEER:	DATE:	

APPROVALS: LANDLORD: DATE:



PROP. LESSOR MULTIMETER CENTER W/ S&S HOSPITAL BOX

PROP. LESSOR STEEDOWN TRANSFORMER

PROP. LESSEE UNDERGROUND ELEC. FROM EXIST. TRANSFORMER & PROP. UNDERGROUND T/C FROM EXIST. DRIVING TO BE DETERMINED BY LOCAL UTILITY PROVIDER TO PROP. COMPOUND (APPROX. 455± LF)

PROP. BOLLARD (TYP. 7 FT.)

PROP. LESSEE 30"X24" TELCO HAND HOLE

PROP. 888 MUNICIPAL CONC. EQUIPMENT PAD

PROP. MUNICIPAL UNDERGROUND ELECTRIC & TELCO SERVICE FROM PROP. MULTIMETER CENTER TO PROP. MUNICIPAL EQUIPMENT PAD

PROP. CLEARING LIMITS EQUALS LIMIT OF DISTURBANCE (TYP.)

PROP. MUNICIPAL CASI.F. ICE BRIDGE (TYP.)

PROP. APPROX. MONOPOL.F. MAT FOUNDATION (TYP.)

(12) PROP. LESSEE PANEL ANTENNAS (C. 100' 200') W/ (2) ADS & (8) BSHS MOUNTED ON SQUARE PLATFORM MOUNTED TO PROP. 150± AGL MONOPOLE W/ ANTENNA CL @ 140± AGL

PROP. 150' AGL. MONOPOLE

PROP. LESSEE UNDERGROUND ELECTRIC & TELCO SERVICE FROM PROP. MULTIMETER CENTER TO PROP. LESSEE EQUIPMENT PLATFORM

PROP. LESSEE CASI.F. ICE BRIDGE W/ (2) PROP. 6"X12" FIBER OPT. CABLES

50± COMPOUND AREA

1 COMPOUND PLAN

SCALE: 1"=10'-0"

PROP. 12' WIDE GRAVE ACCESS DRIVE (APPROX. 350± LF)

PROP. 100'X100' (10,000± SQ) LEASE AREA

PROP. 12' WIDE DRIVE & SWING CHAIN LINK FENCE GATE

PROP. BOLLARD (TYP. 7 FT.)

PROP. CONTAINED PROPANE FUELED AC GENERATOR ON 4x11' CONCRETE PAD. (GENERATOR SIZE TO BE DETERMINED)

PROP. UNDERGROUND PROPANE SERVICE FROM PROP. PROPANE TANK TO PROP. GENERATOR

10' NO SPARK AREA

PROP. LESSEE 1,000 GALLON LPG TANK ON 8x16' CONC. PAD FOR PROP. COMBINED USE GENERATOR (AST STRAIGHTENED-DOWN TO CONC. PAD)

PROP. 50'X50' (2,500± SQ) 8' TALL FENCED COMPOUND AREA W/ ANTI-CRIMB BRNCR. MESH

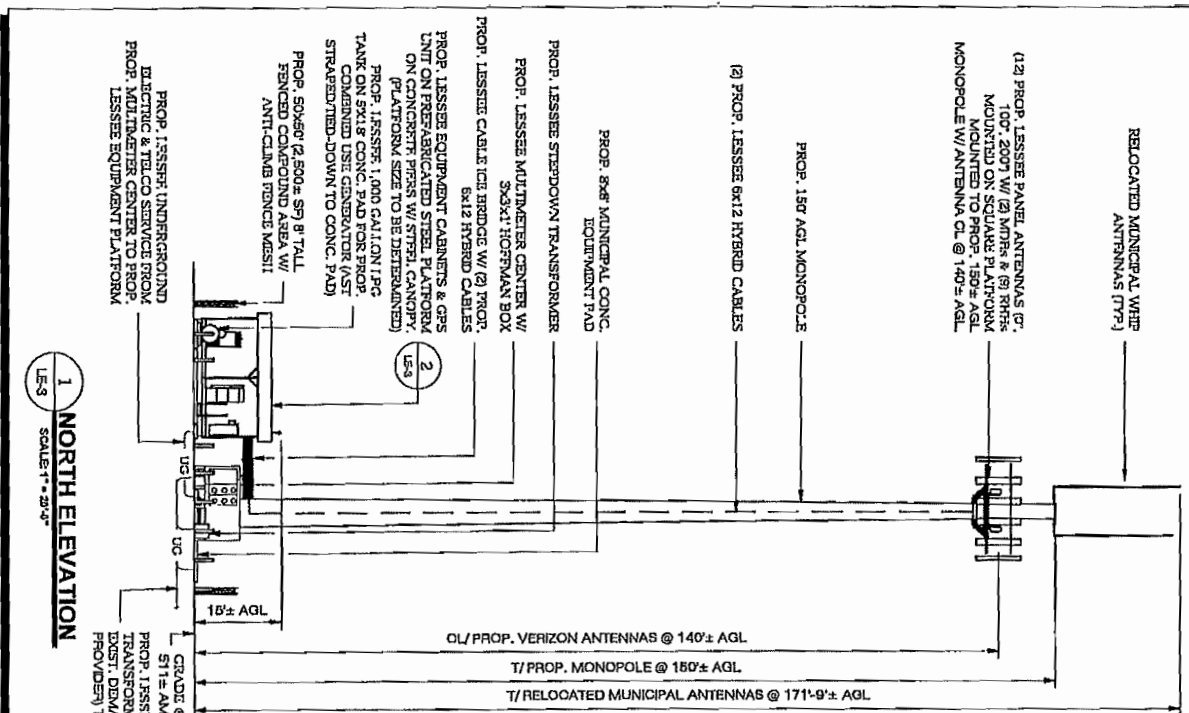
PROP. LESSEE EQUIPMENT CABINETS & GPS UNIT ON PREFABRICATED STEEL PLATFORM ON CONCRETE PILES W/ STEEL CANOPY. PLATFORM SIZE TO BE DETERMINED

50± COMPOUND AREA

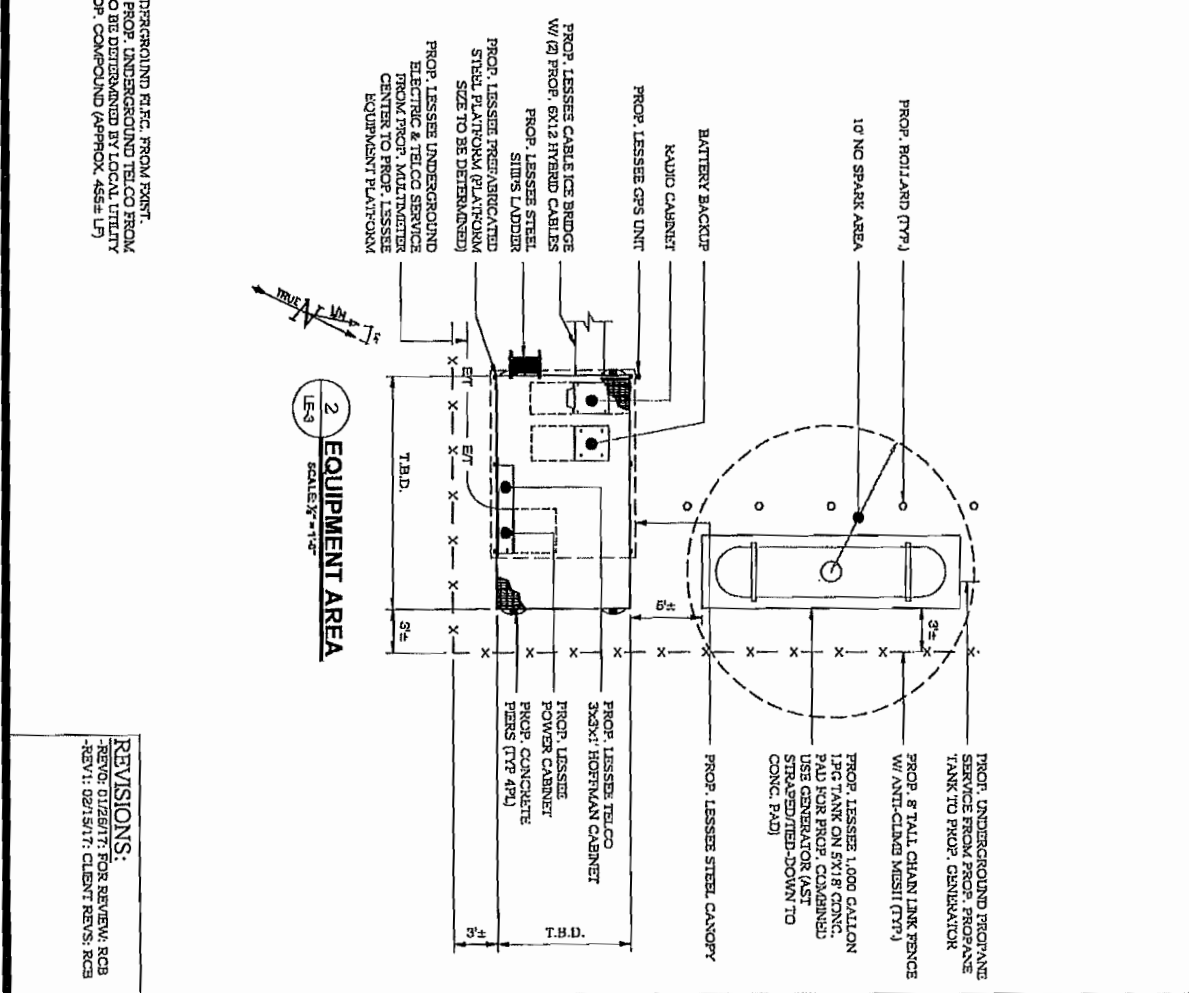
2

REVISIONS:
 -REV: 01/26/17 FOR REVIEW: RCB
 -REV: 02/15/17 CLIENT REVS: RCB

	APT FILING NUMBER: CT141NB7850 COMPOUND PLAN	LEBANON CENTER CT 917 EXETER ROAD LEBANON, CT 06249	SHEET NUMBER: LE-2	<p>3 SADDLEBROOK DRIVE ELLENBORO, CT 06039 WWW.ALLPOINTSCTECH.COM</p> <p>PHONE: (860) 663-1699 FAX: (860) 663-9935</p>
	DATE OF DV: 01/08/17 DATE: 01/28/17	DRAWN BY: CSH CHECKED BY: RCB	VZ PROJECT CODE: 20161233008 VZ LC: 394999 VZ CM: JT	



1 NORTH ELEVATION
SCALE: 1" = 20'-0"



2 EQUIPMENT AREA
SCALE: 1/8" = 1'-0"

REVISIONS:
-REVISION: 01/26/17: FOR REVIEW. RCB
-REV1: 02/15/17: CLIENT REV. RCB

	Cellco Partnership d/b/a	APT FILING NUMBER: CT141NB7950	LEBANON CENTER CT		SHEET NUMBER:
		ELEV. & EQUIPMENT AREA PLAN	017 EXETER ROAD LEBANON, CT 06249		LE-3
DATE OF DV: 01/08/17	DRAWN BY: CSH	DATE: 01/26/17	CHECKED BY: RCB	VZ PROJECT CODE: 20151233008 LC: 384900 CM: JT	VZ VZ VZ
APPROVALS: LANDLORD:		DATE:	; RF ENGINEER:		DATE:

3 SADDLERBROOK DRIVE
ROLLINGWORTH, CT 06419
WWW.ALLPOINTS TECH.COM

PHONE: (860) 663-1697
FAX: (860) 663-0933

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

- g. State Fire Safety Code
- h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

- i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

- 1. All users shall furnish the following to Licensor prior to installation of any equipment:
 - a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
 - b. Fully executed License Agreement.
 - c. Copies of FCC Licenses and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 2. The following will not be permitted at the facility without the prior written consent of Licensor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybridizing in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency(ies).
 - j. Ferrite devices looking directly at an antenna.
 - k. Nickel plated connectors.
 - l. Cascaded receiver multicouplers/preamps.
- 3. All emergencies are to be reported immediately to **1-800-852-2671**.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
 2. 30-76 MHz
- Isolators required
- TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
 3. 130-174 MHz
- Isolators - minimum of 30 dB with bandpass cavity
 4. 406-512 MHz

- 5. - Isolators - minimum of 60 dB with bandpass cavity
806-866 MHz
 - 6. - Isolators - minimum of 60 dB with bandpass cavity
866 MHz and above - as determined by Licensor.
- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:
- 1. Theoretical Transmitter (TX) mixes.
 - 2. Antenna location and type
 - 3. Combiner/multicoupler configurations
 - 4. Transmitter specifications
 - 5. Receiver specifications
 - 6. Historical problems
 - 7. Transmitter to transmitter isolation
 - 8. Transmitter to antenna isolation
 - 9. Transmitter to receiver isolation
 - 10. Calculated and measured level of Intermodulative (IM) products
 - 11. Transmitter output power
 - 12. Transmitter Effective Radiated Power (ERP)
 - 13. Spectrum analyzer measurements
 - 14. Voltage Standing Wave Ratio (VSWR) measurements
 - 15. Existing cavity selectivity
- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
 - C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
 - F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.

- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliacx, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
 - E. Female contacts may not be spread.
 - F. Connectors must be pliers tight as opposed to hand tight.
 - G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
 2. All exterior grounding shall be C.A.D. welding.
 3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.

11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
 4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-852-2671** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

EXHIBIT E

AGREED UPON GENERATOR AGREEMENT

LICENSE AGREEMENT

This License Agreement, made this ____ day of _____, 2017 between Cellco Partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Basking Ridge, New Jersey 07920 ("Licensor") and the Town of Lebanon with an address of 579 Exeter Road, Lebanon, Connecticut 06249 ("Licensee").

WITNESSETH

WHEREAS, Licensor is a tenant of Licensee at Licensee's property located at 917 Exeter Road, Lebanon, Connecticut (the "Property") pursuant to a certain Option and Land Lease dated of even date herewith (collectively the "Prime Lease");

WHEREAS, Licensor is operating a communications facility at the Property;

WHEREAS, Licensee and Licensor have included in the Prime Lease a provision allowing Licensor rights to additional space at the Property for the installation and operation of a natural gas generator (the "Generator") for use with Licensor's communications facility, and

WHEREAS, in exchange for the rights to the additional space and generator, Licensee desires the right to tie into and use Licensor's Generator in connection with Licensee's equipment building to be located within the Premises.

NOW THEREFORE, in consideration of the license agreement between the parties and the mutual promises, terms, conditions and agreements herein contained, the parties hereto, hereby agree as follows:

1. License. Licensor hereby grants Licensee a license to tie into and use up to ____ watts of power from Licensor's Generator, at Licensee's sole cost and expense. Licensee's use of such Generator shall be non-exclusive and shall be expressly subject to all of the terms and conditions of this License Agreement as set forth below.

2. Term. This License Agreement shall be effective up on full execution, however, this License will commence on the first day of the month following the completion of the Generator installation at the Property for an initial term of ten (10) years. Licensee shall have the option of extending the term for two (2) additional five (5) year renewal terms, by providing Licensor written notice of its intent to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, Licensee acknowledges that Licensor's rights to the Property are derived from the Prime Lease and that Licensee's right to renew shall only be for as long as Licensor has the right to extend its interest in the Property.

3. Termination. For reasons other than Licensee's default, Licensor may elect to terminate this License Agreement, in its sole discretion, upon sixty (60) days advance written notice to Licensee. Should Licensor exercise this termination right, Licensee has the option to either (i) require Licensor to remove the Generator from the Property; or (ii) take ownership of the Generator, associated equipment and maintenance obligations.

Notwithstanding anything herein contained, Licensee's license to use Licensor's Generator shall terminate effective as of the termination or expiration date of Licensor's underlying Prime Lease, without further action by either party.

4. Power Level/No further License. Licensor acknowledges that Licensee requires _____ watts of power for its generator usage and Licensee acknowledges that its usage of the Generator shall not exceed _____ watts of power. Licensor shall have no obligation to increase the size of the Generator, but may, from time to time, in its sole discretion, elect to replace the Generator with a newer one, or a different one, with a power capacity at least equal to that of the former generator, in which case Licensor may, on ninety (90) days advance notice, require Licensee to reconnect its power, at Licensee's cost, to the new generator.

5. Maintenance/Access. Licensee shall have the right to access the Generator only for its initial power tie in, and any problems relating thereto, subject to at least forty eight (48) hours advance notice to Licensor and Licensor's right to have an escort accompany Licensee during such access. Licensee shall be solely responsible for its own connection and tie in to the Generator and shall resolve, at its sole cost and expense, any problems caused thereby or relating thereto. Licensor agrees to be responsible for the routine and customary maintenance of the Generator, and will cooperate with Licensee in diligently addressing any issues relating to its functionality, safety and repair, and Licensee shall have no responsibility therefore unless the same was caused by Licensee.

6. No Liability of Licensor. Notwithstanding anything herein contained, Licensor shall have no liability to Licensee for any damages, injuries, costs, including personal injury, property damage, loss of service and the like arising from Licensee's use of the Generator, Licensor's maintenance thereof, any power failure or other damage interfering with the power supply at the Property, and the like, unless the same was caused by the Licensor's gross negligence or willful misconduct. Moreover, Licensor shall never be held liable to Licensee, in any such events, for indirect, special, punitive or consequential damages, regardless of the source.

7. Indemnity. Licensee agrees to indemnify Licensor against and hold Licensor harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use of the Generator by Licensee. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the Licensor.

8. Approval of Contractor/Personnel. Prior to Licensee's connection to the Generator, Licensor must approve (i) the personnel that Licensee intends to use to carry out the tie in and (ii) the mechanical drawings for the tie in cables, etc. In the event Licensor fails to approve or disapprove any personnel or drawings submitted to it within ten (10) business days of Licensor's

receipt of the same, said personnel or drawings may be deemed approved by Licensor. Once said drawings are approved by Licensor, they will become an exhibit to this agreement.

9. Permits/Approvals. Licensee shall be responsible for obtaining any necessary permits and/or approvals for its connection into and use of the Generator.

10. Default. Licensee's failure to adhere to these terms and conditions shall be considered a breach or default hereunder and if such breach or default is not cured within thirty (30) days from the date of Licensee's receipt of such notice, then Licensor may terminate this License and/or Licensee's use of the Generator. In the event of a default which creates an emergency situation relating to the Generator, Licensor may cure said default before said cure period, at Licensee's reasonable expense.

11. Insurance. Licensee agrees, at its own cost and expense, to maintain commercial general liability insurance with limits not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$500,000.00 for damage or destruction to property in any one occurrence. Licensee agrees that it will include Licensor as an additional insured and provide Licensor a certificate of insurance within ten upon request.

12. Removal. Upon termination or expiration of this License Agreement, Licensee shall, within ten (10) days, remove its connections from the Generator and restore the Generator to substantially the same condition it was in prior to Licensee's connection.

13. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

14. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

15. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

16. This License Agreement grants a license only, revocable or terminable only under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

17. Licensee represents and warrants to Licensor that it has sufficient right or interest to operate its business at the Property, and that it has the right, power and authority to enter into this License Agreement.

18. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 19 below.

19. This License Agreement may not be sold, assigned or transferred by Licensee without Licensor's prior written consent.

20. Notices: Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postage prepaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

If to Licensor:
Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Basking Ridge, New Jersey 07920
Attention: Network Real Estate

If to Licensee:
Attention: Town of Lebanon
579 Exeter Road
Lebanon, CT 06249

or to such other address as the parties may furnish from time to time to the other in writing.

Except for notices via telefax or overnight carrier which shall be deemed to have been given on the date upon which the telefax is sent or on the date following delivery to the overnight carrier, the receipt of the notice or other written communication shall be deemed to be the third (3rd) day from the date of the postmark.

21. The Parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of Connecticut.

22. This License Agreement is the entire agreement between the parties on the subject matter to which it applies at the Property.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed the day and year first written above.

WITNESS:

LICENSOR:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Andrew W. Allen
Director Network Field Engineering

WITNESS:

LICENSEE: TOWN OF LEBANON

By: _____

Name: _____

Title: _____