

OPTION AND LEASE AGREEMENT

This Agreement made this 3rd day of April, 2007, between the Town of Watertown, CT, with its principal offices located at 424 Main Street, Watertown, CT 06795, Tax ID # _____ hereinafter designated LESSOR and Cellco Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, NJ 07920-1097, 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 Old Baird Road, County of Litchfield, State of Connecticut, as shown on the Tax Map of the Town of Watertown as Block _____, Lot _____ and being further described in Volume 397, Page 152 as recorded in the Land Records of the Town of Watertown (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, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 10,000 square feet, as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of _____ hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, which LESSEE will provide upon the first day of the month following the full execution of this Agreement (the "Option Start Date"), the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to the date which is one year from the Option Start Date. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for two (2) additional one (1) year option periods through and including the date which is three (3) years from the Option Start Date, with an additional payment for each one year extension of _____ by LESSEE to LESSOR for the option period so extended. 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 or delayed.

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.

Watertown West CT

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. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") containing 10,000 square feet situated on Block , Lot , all as shown on the Tax Map of the Town of Watertown, CT, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a () foot wide right-of-way extending from the nearest public right-of-way, Old Baird Road, to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be for an initial term of five (5) years, and beginning on the first day of the month following the date the option is exercised by LESSEE at an annual rental for the first lease year of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the option, at which time rental payments and term will begin. Beginning with year two of the initial term and for each year thereafter, including each year of any extension terms, the annual rent will be increased by [REDACTED] over the rent for the previous lease year.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. For each year of each extension term, the annual rent will be increased by [REDACTED] over the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by

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giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. 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 the proposed use by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. 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 use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property

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and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. Intentionally Deleted.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement 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 or delayed. LESSEE may sublet the Premises within 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.

20. NOTICES. 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):

01/19/07-114406

Watertown West CT

LESSOR: Town of Watertown
424 Main Street
Watertown, CT 06795
Attn: _____

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 mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security 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 security interest and the 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.

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

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. The Parties acknowledge that the Property is a former landfill that is now closed subject to certain regulatory requirements for which the LESSOR will be solely responsible. In addition, LESSEE shall have no responsibility for any obligations of compliance with any and all environmental and industrial hygiene laws, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities

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regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such conditions or concerns result from conditions or activities caused by the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

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31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. SUBLEASING. 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 term 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 the LESSOR and the LESSEE in the following manner: [REDACTED] LESSOR and [REDACTED] LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. 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 failure to sublet all or any part of the premises to any or all potential Sublessee (s).

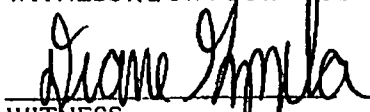
(b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Property. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Property, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive [REDACTED] of the rental for that portion of the facilities that are located within the limits of the Property and LESSOR shall receive [REDACTED] of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Property.


(c) 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.


WITNESS Lisa M Cattaneo



WITNESS Kathleen Tobin


WITNESS



WITNESS

01/19/07-1/14/06

LESSOR: Town of Watertown, a municipal corporation located in the County of Litchfield and State of Connecticut

BY: 
Name: Charles Frigon
Its: Town Manager
Date: February 21, 2007

LESSEE: Cellco Partnership, d/b/a Verizon Wireless

BY: 
Name: David R. Heverling
Its: Vice President, Network Northeast Area
Date: 4/3/07

Watertown West CT

Exhibit "A"

(Sketch of Property)

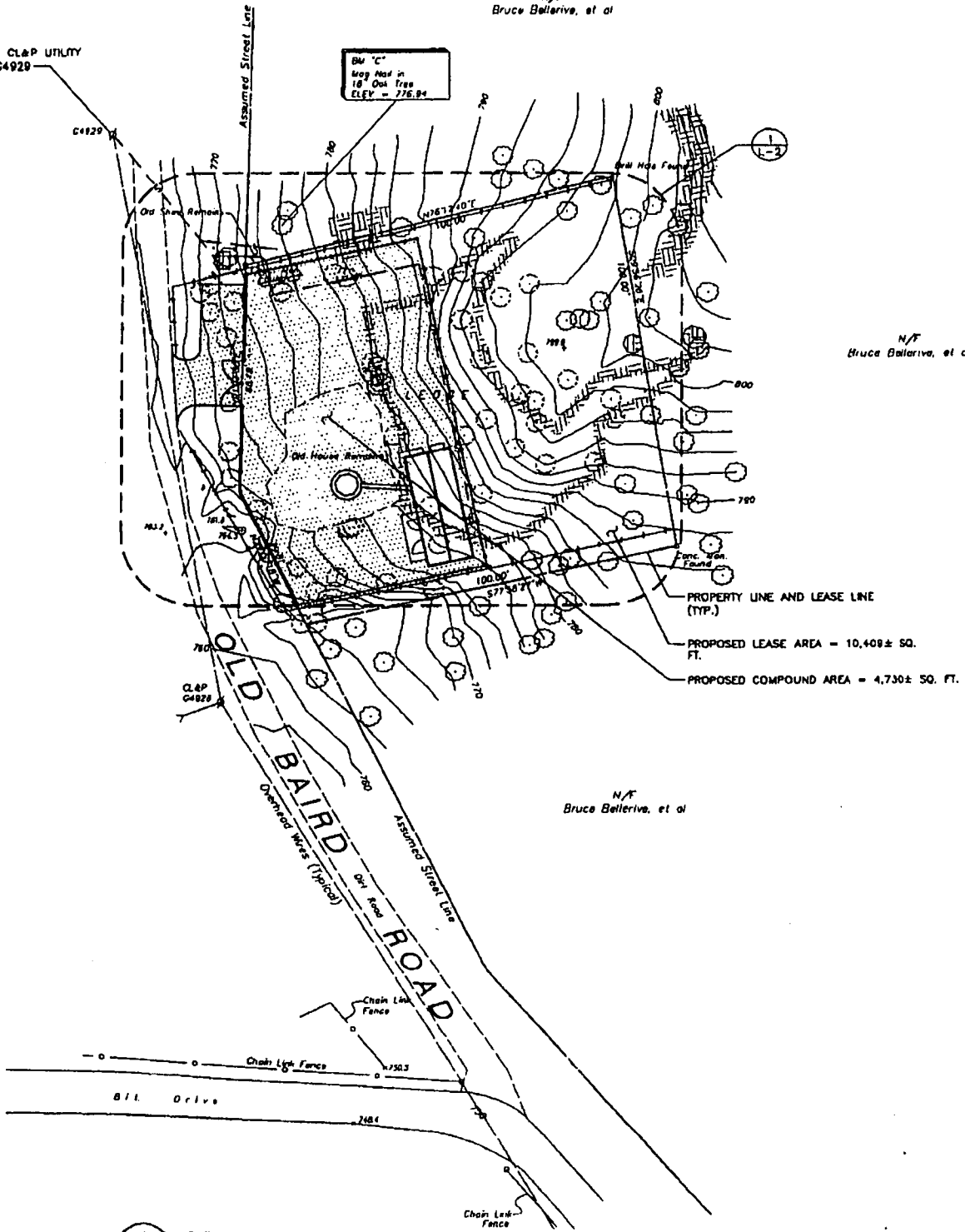
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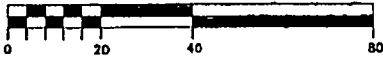
EXISTING CL&P UTILITY
POLE #C4929

DU "C"
log Head in
18" Oak Tree
ELEV = 776.84



PROPERTY LINE AND LEASE LINE
(TYP.)
PROPOSED LEASE AREA = 10,408 ± SQ. FT.
PROPOSED COMPOUND AREA = 4,730 ± SQ. FT.

1 SITE PLAN
L-1 SCALE: 1" = 40'-0"



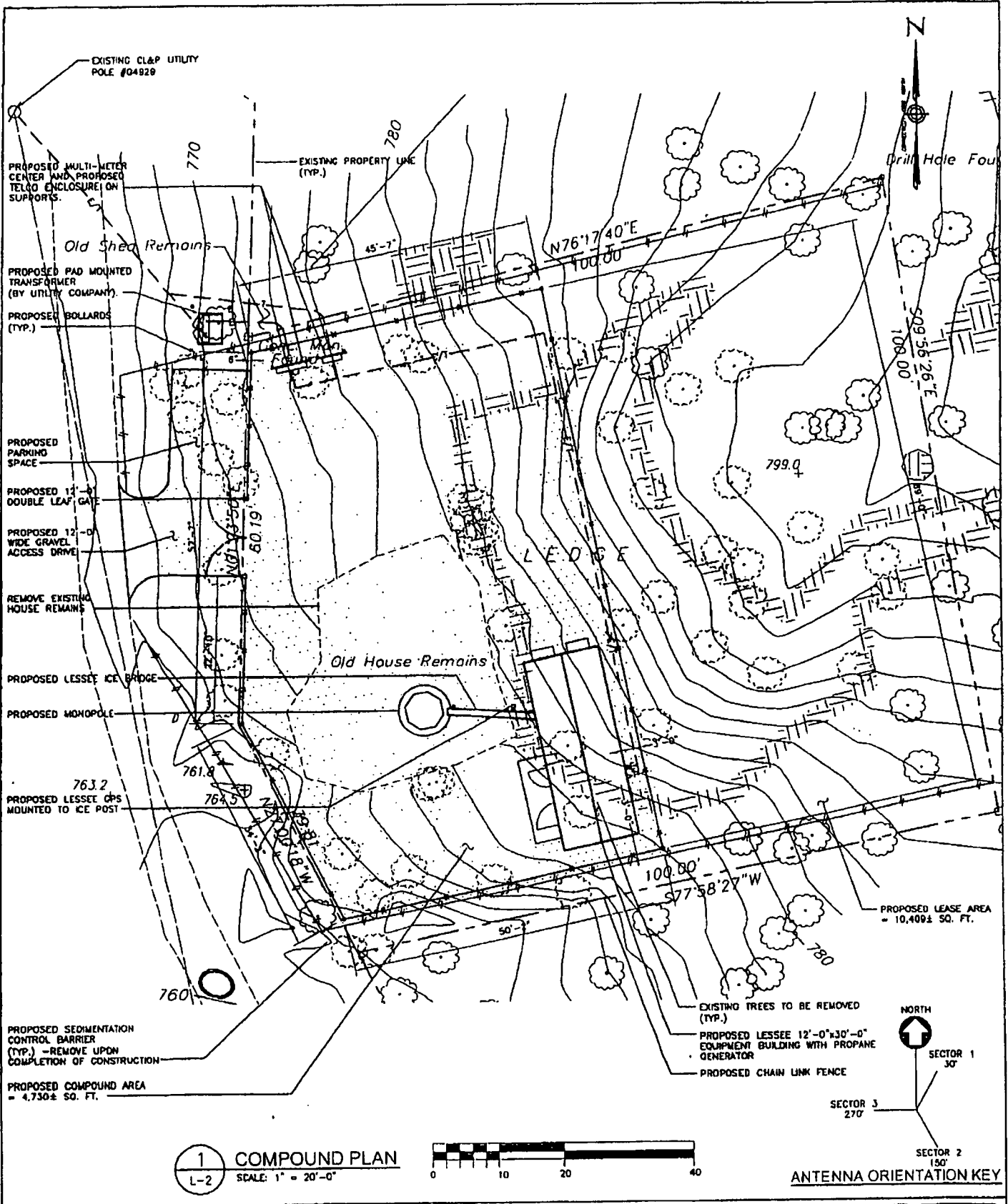
DWG NO:
36930985
Designed by:
Drawn by:
RTH
Checked by:
Approved by:

URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(860)-624-8882

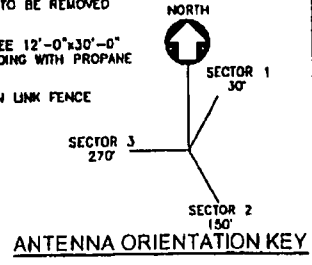
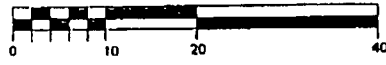
CELLCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
WATERTOWN WEST
OLD BAIRD ROAD
WATERTOWN, CONNECTICUT

REV.	DATE:	DESCRIPTION
Scale:	Date: 05-11-08	
Job No. VZ1-170	File No.	

Dwg. No.
L-1
Dep. 1 of 3



1 COMPOUND PLAN
L-2 SCALE: 1" = 20'-0"



DW NO: 36930985
Designed by:
Drawn by: RRH
Checked by:
Approved by:

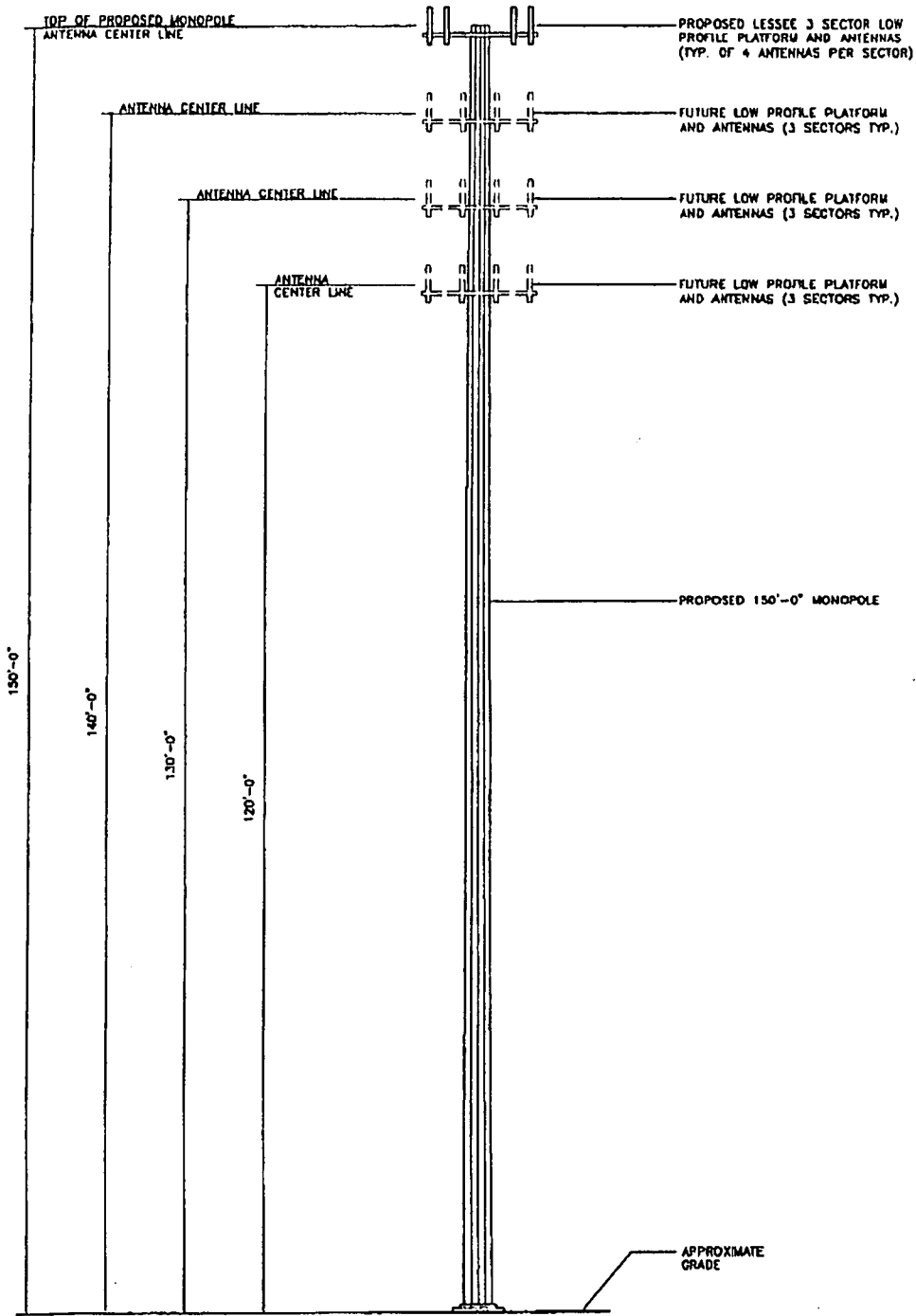
URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(800)-526-0882

CELLCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
WATERTOWN WEST
OLD BAIRD ROAD
WATERTOWN, CONNECTICUT

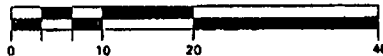
REV.	DATE:	DESCRIPTION:

Scale: Date: 05-11-08
Job No. VZ1-170 File No. Dwg. 1 of 3

Dwg. No.
L-2
Dwg. 1 of 3



1 ELEVATION
L-3 SCALE: 1"=20'-0"



OW NO:
38930985
Designed by:
Drawn by:
RRH
Checked by:
Approved by:

URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(800)-529-8882

CELLCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
WATERTOWN WEST
OLD BAIRD ROAD
WATERTOWN, CONNECTICUT

REV.	DATE:	DESCRIPTION

Scale: Date: 05-11-08
Job No. VZ1-170 File No. Dwg. 2 of 3

Dwg. No.
L-3
Dwg. 2 of 3

FILE

Watertown West CT
Watertown West Alt B

OPTION AND LEASE AGREEMENT

This Agreement made this 31st day of October, 2007, between the Town of Watertown, CT, with its principal offices located at 424 Main Street, Watertown, CT 06795, Tax ID # _____ hereinafter designated LESSOR and Celco Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, NJ 07920-1097, 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 Old Baird Road, County of Litchfield, State of Connecticut, as shown on the Tax Map of the Town of Watertown as Map 107, B1, 14, Lot 7 and being further described in Volume 1534 Page 89 as recorded in the Land Records of the Town of Watertown (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, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 10,000 square feet, as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of _____ hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, which LESSEE will provide upon the first day of the month following the full execution of this Agreement (the "Option Start Date"), the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to the date which is one year from the Option Start Date. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for two (2) additional one (1) year option periods through and including the date which is three (3) years from the Option Start Date, with an additional payment for each one year extension of _____ by LESSEE to LESSOR for the option period so extended. 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 or delayed.

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.

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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. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") containing 10,000 square feet situated on Map 107, B1, 14, Lot 7, and being further described in Volume 1534 Page 89 as recorded in the Land Records of the Town of Watertown, all as shown on the Tax Map of the Town of Watertown, CT, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12) foot wide right-of-way through Lessor's real property shown on the Tax Map of the Town of Watertown as Map 107, B1, 14, Lot 8 and being further described in Volume 95 Page 241 with said Land Records, which right of way extends from the nearest public right-of-way, Old Baird Road, to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be for an initial term of five (5) years, and beginning on the first day of the month following the date the option is exercised by LESSEE at an annual rental for the first lease year of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the option, at which time rental payments and term will begin. Beginning with year two of the initial term and for each year thereafter, including each year of any extension terms, the annual rent will be increased by [REDACTED] over the rent for the previous lease year.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. For each year of each extension term, the annual rent will be increased by [REDACTED] over the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at 08/15/07

least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each year of each such additional five (5) year term shall increase annually be [REDACTED] over the rent for the previous lease year

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. 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 the proposed use by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. 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 use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

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12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. Intentionally Deleted.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement 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 or delayed. LESSEE may sublet the Premises within 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.

20. NOTICES. 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

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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 Watertown
424 Main Street
Watertown, CT 06795
Attn: _____

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

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security 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 security interest and the 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.

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

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

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a. The Parties acknowledge that the Property is a former landfill that is now closed subject to certain regulatory requirements for which the LESSOR will be solely responsible. In addition, LESSEE shall have no responsibility for any obligations of compliance with any and all environmental and industrial hygiene laws, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such conditions or concerns result from conditions or activities caused by the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

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30. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. **SUBLEASING.** 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 term 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.

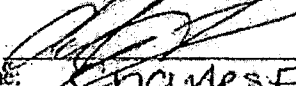
(a) In the event LESSEE subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: [REDACTED] LESSOR and [REDACTED] LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. 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 failure to sublet all or any part of the premises to any or all potential Sublessee (s).


(b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Property. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Property, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Property and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Property.


(c) 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.


LESSOR: Town of Watertown, a municipal corporation located in the County of Litchfield and State of Connecticut


BY: 
Name: Charles Frigon
Its: Town Manager
Date: 10/9/07

WITNESS  Frankling Piliay

WITNESS  Lisa M. Chittano

LESSEE: Celco Partnership, d/b/a Verizon Wireless

BY: 
10310


08/15/07

WITNESS

WITNESS

Diane Yppala

[Signature]

Watertown West CT

Name: David R. Heverling
Its: Vice President, Network Northeast Area
Date: *10/3/07*

08/15/07

Exhibit "A"

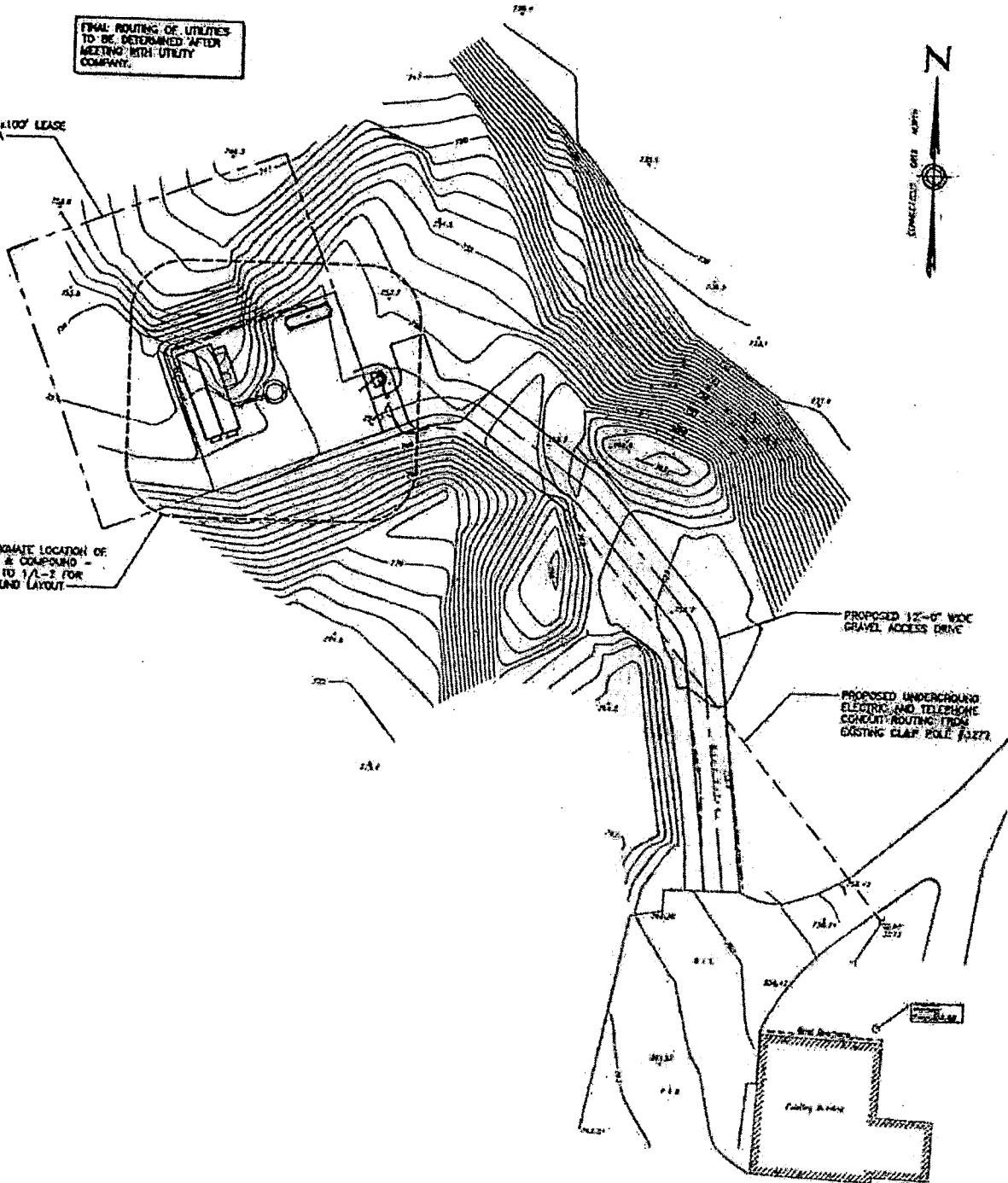
(Sketch of Property)

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FINAL ROUTING OF UTILITIES TO BE DETERMINED AFTER MEETING WITH UTILITY COMPANY.

100'x100' LEASE AREA

APPROXIMATE LOCATION OF TOWER & COMPOUND - REFER TO 1/A-2 FOR COMPOUND LAYOUT



1 PARTIAL SITE PLAN
L-1 SCALE 1" = 50'



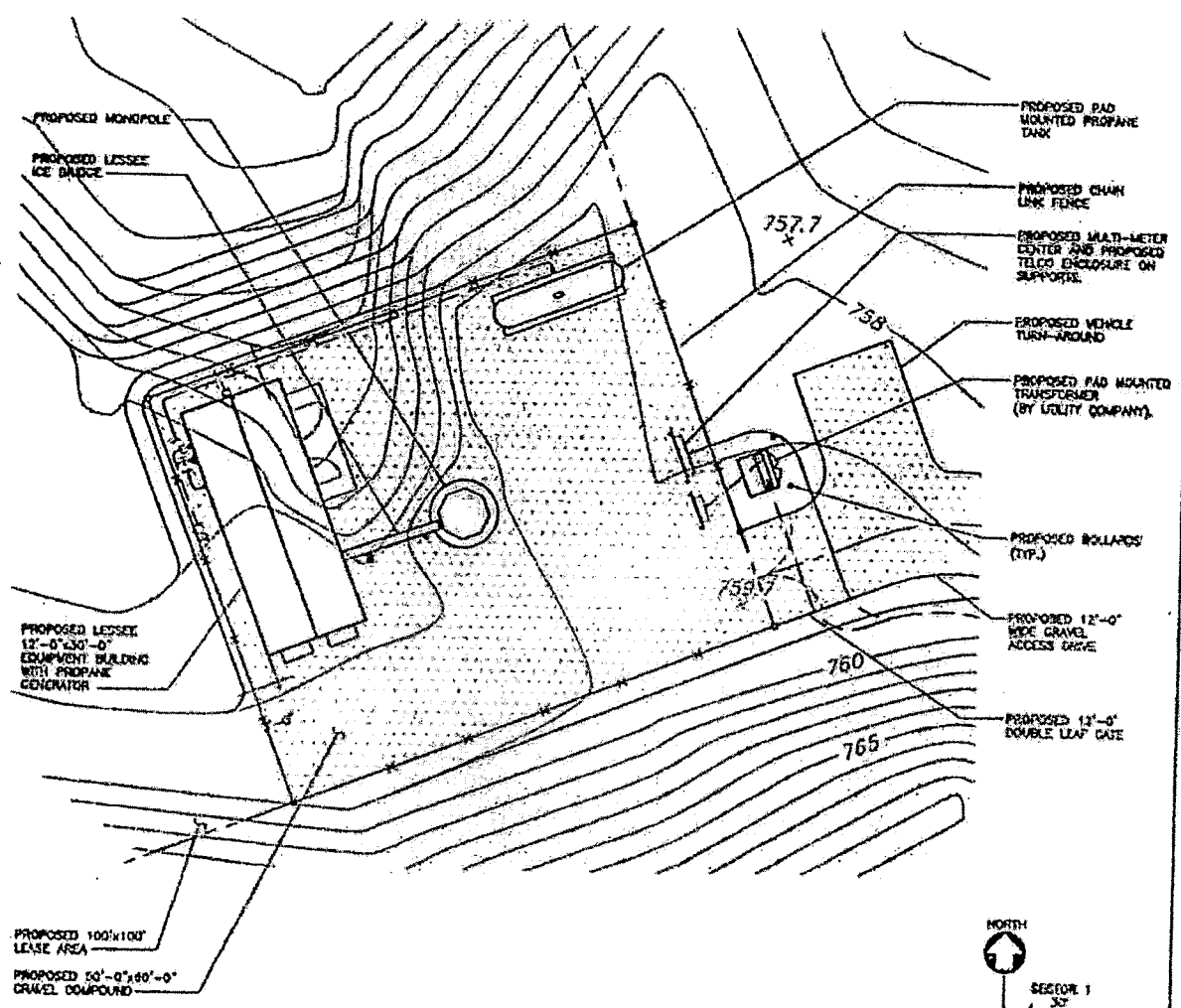
Rev. No. 38931063
 Drawn by
 Checked by
 City/State by
 Approved by

URS CORPORATION
 500 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-800-528-0602

CELLCO PARTNERSHIP DBA
 VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 347
 ADDRESS: WATERTOWN WEST ALTERNATE 'B'
 OLD BAIRD ROAD
 WATERTOWN, CONNECTICUT

REV	DATE	DESCRIPTION
△	06/27/07	REVISED
△	12/20/08	REVISED
REV	DATE	DESCRIPTION
△	02/28/09	REVISED
Proj. No.	12-018-00	
Alt. No.	21-22B	
Rev. No.	1 of 3	

Rev. No.
L-1
 Rev. 1 of 3



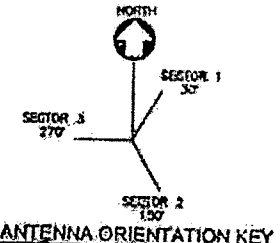
PROPOSED MONOPOLE
PROPOSED LESSEE
ICE BRIDGE

PROPOSED LESSEE
12'-0" x 30'-0"
EQUIPMENT BUILDING
WITH PROPANE
GENERATOR

PROPOSED 100'x100'
LEASE AREA
PROPOSED 50'-0" x 160'-0"
GRAVEL COMPOUND

PROPOSED PAD MOUNTED PROPANE
TANK
PROPOSED CHAIN
LINK FENCE
PROPOSED MULTI-METER
CENTER AND PROPOSED
TELCO ENCLOSURE ON
SUPPORTS
PROPOSED VEHICLE
TURN-AROUND
PROPOSED PAD MOUNTED
TRANSFORMER
(BY UTILTY COMPANY)
PROPOSED BOLLARDS
(TYP.)
PROPOSED 12'-0"
WIDE GRAVEL
ACCESS DRIVE
PROPOSED 12'-0"
DOUBLE LEAF GATE

1 COMPOUND PLAN
L-2 SCALE 1" = 20'-0"



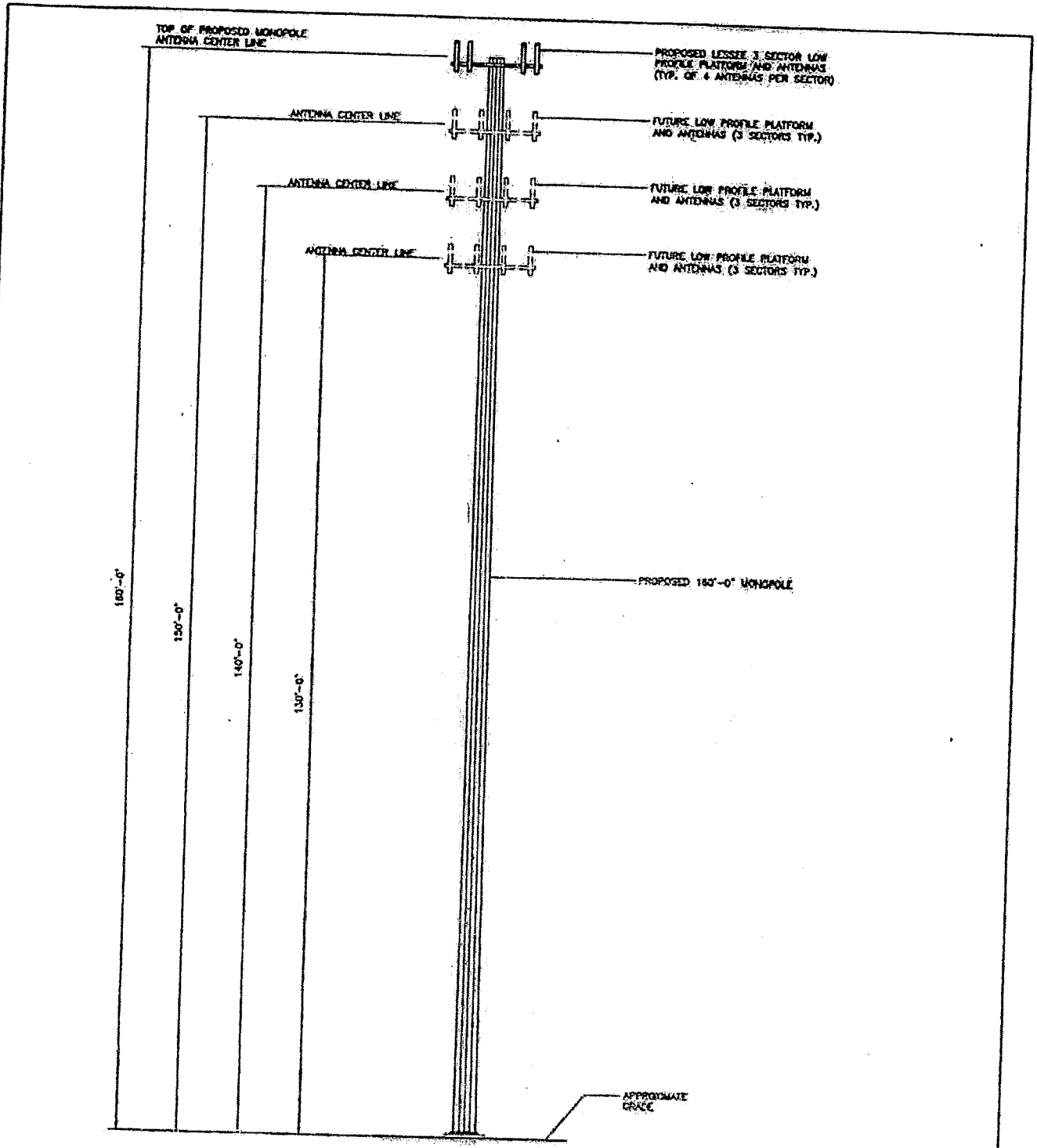
REV NO:
36231033
Designed by:
Drawn by:
1982
Checked by:
Approved by:

OBS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-800-528-9982

GELICO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS: WATERTOWN WEST ALTERNATE 'B'
OLD BAIRD ROAD
WATERTOWN, CONNECTICUT

DATE	REVISION
06/27/07	REVISED
12/26/08	REVISED
REV	DESCRIPTION
DATE	DESCRIPTION
DATE	DESCRIPTION
DATE	DESCRIPTION

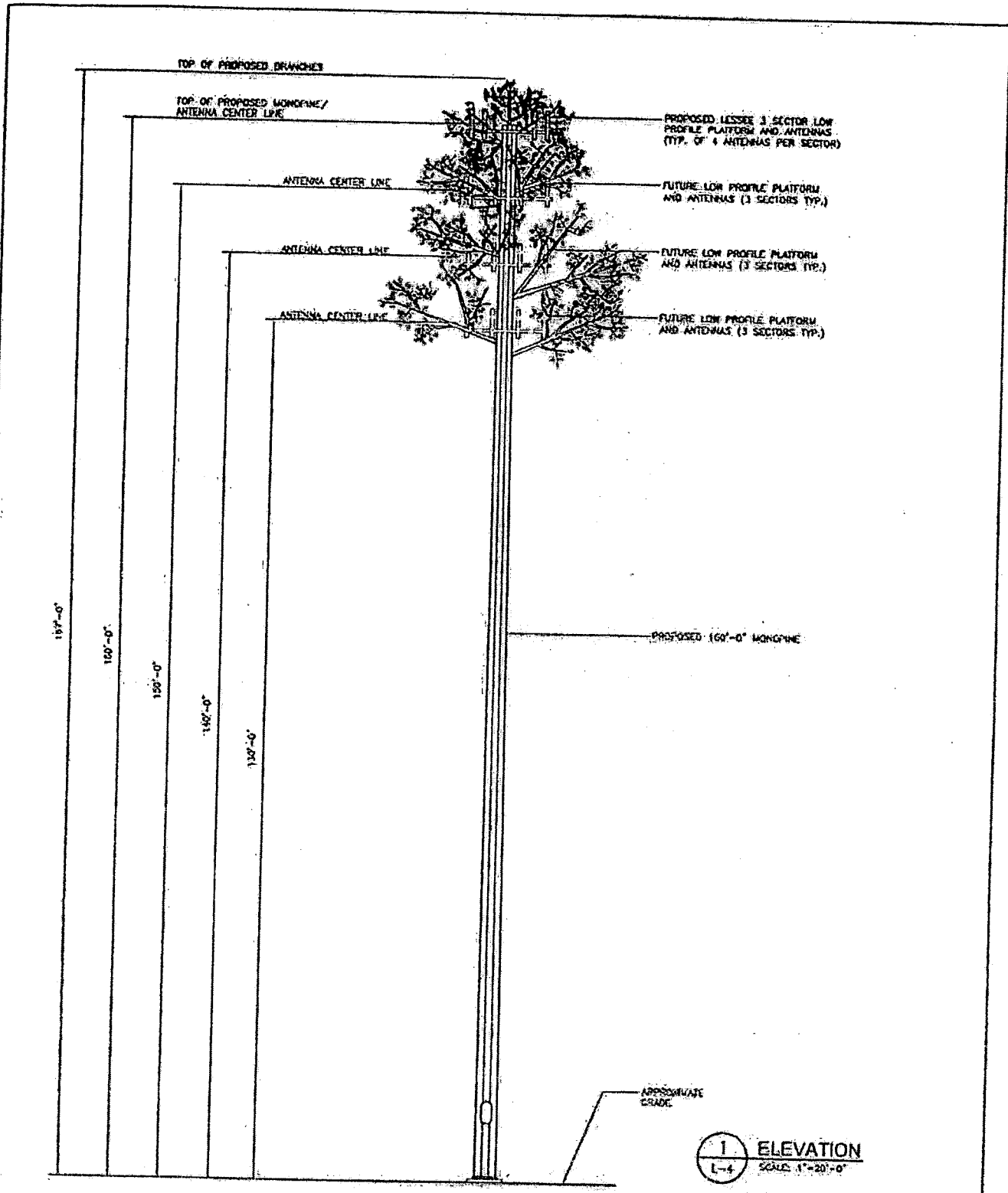
Draw. No.
L-2
Page 2 of 3



1 ELEVATION
L-3
SCALE: 1"=50'-0"



Date Issued: 3/2/2005 Drawn by: BRH Checked by: Approved by:	UBS CORPORATION 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-800-520-8952	CELLCO PARTNERSHIP DBA VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY 200 LOCATIONS WATERTOWN WEST ALTERNATE 'B' OLD BAIRD ROAD WATERTOWN, CONNECTICUT	<table border="1"> <tr> <td>REV</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>1</td> <td>04/27/05</td> <td>REVISED</td> </tr> <tr> <td>2</td> <td>12/28/05</td> <td>REVISED</td> </tr> </table>	REV	DATE	DESCRIPTION	1	04/27/05	REVISED	2	12/28/05	REVISED	Prep. No. L-3 Date: 12-19-05 Drawn by: [Signature]
REV	DATE	DESCRIPTION											
1	04/27/05	REVISED											
2	12/28/05	REVISED											



1 ELEVATION
L-4
SCALE: 1"=20'-0"



DATE: 06/27/07
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

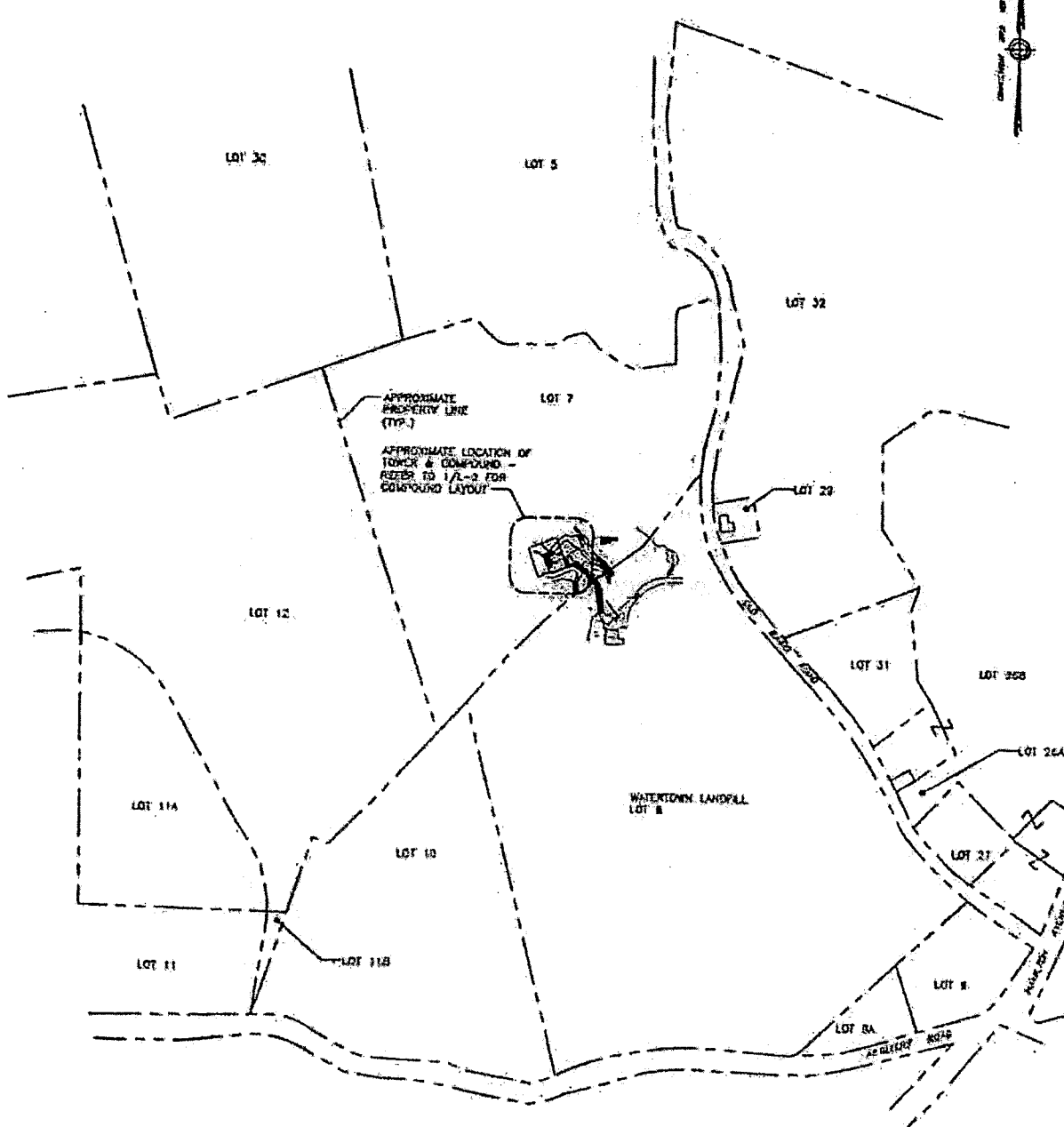
UAS CORPORATION
 500 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-800-520-0002

CELLCO PARTNERSHIP DBA
 VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 SITE ADDRESS: WATERTOWN, WEST ALTERNATE 'B'
 OLD BAIRD ROAD
 WATERTOWN, CONNECTICUT

REV	DATE	DESCRIPTION
1	06/27/07	REVISED
2	12/20/06	REVISED
3		
4		

Dep. No.
L-4

FINAL ROUTING OF UTILITIES TO BE DETERMINED AFTER MEETING WITH UTILITY COMPANY.



1 PARTIAL SITE PLAN
L-1 SCALE 1" = 500'



DATE: 08/14/07
DRAWN BY: RSM
CHECKED BY: [Signature]
APPROVED BY: [Signature]

URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-800-373-8982

CELCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS: WATERTOWN WEST ALTERNATE 'B'
OLD BAIRD ROAD
WATERTOWN, CONNECTICUT

DATE	REVISION
08/14/07	REVISED
09/20/07	REVISED
12/20/08	REVISED
BY: DATE	DESCRIPTION
[Signature]	08/14/07-18-08
DATE: 08/14/07	REVISED
DATE: 08/14/07	REVISED

Sheet No.
L-5
Scale: 1" = 500'