

**PULLMAN & COMLEY, LLC**  
ATTORNEYS AT LAW

CARRIE L. LARSON  
90 State House Square  
Hartford, CT 06103-3702  
p (860) 424-4312  
f (860) 424-4370

www.pullcom.com

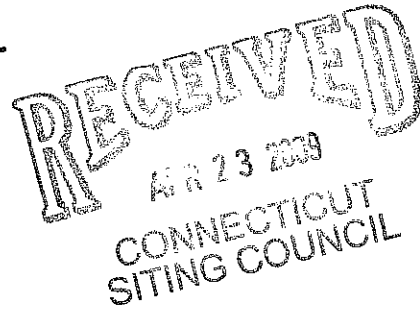
April 23, 2009

ORIGINAL

**VIA HAND DELIVERY**

S. Derek Phelps, Executive Director  
Connecticut Siting Council  
10 Franklin Square  
New Britain, CT. 06051

**Re: Docket 378 – Warren, CT**



Dear Mr. Phelps:

Applicant SBA Towers II, LLC ("SBA") hereby submits four copies of the following documents to the Council in the above-referenced docket:

1. April 22, 2009 letter from Craig B. Nelson, Chairman Inland Wetlands and Zoning and Wetlands Enforcement Officer, Town of Warren. Mr. Nelson provided this letter and a copy of the Town of Warren zoning map in response to repeated attempts by SBA to obtain both a zoning map and a Plan of Conservation and Development from the Town of Warren. This letter is intended to supplement the bulk filing in this matter. The zoning map provided with the letter is considered to be the Town of Warren's official zoning map. This letter also confirms that the Town of Warren has no locally designated scenic roads.
2. Redacted Lease Agreement between the Tanners and Optasite, Inc., as required by Conn. Gen. Stat. § 16-50o (c). The rental terms of this agreement have been redacted as they contain proprietary information, as permitted by this statute. Due to the size of this document and the fact that it is part of the bulk filing, paper copies of the lease are not being forwarded at this time to the service list parties. An electronic copy will be provided to any party upon request.
3. Amendment to Land Lease Agreement, as required by Conn. Gen. Stat. § 16-50o (c). An electronic copy of this document will also be provided to any party upon request.

WARREN PLANNING AND ZONING COMMISSION  
Warren, Connecticut 06754

Carrie L. Larson  
Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103

April 22, 2009

Dear Carrie Larson

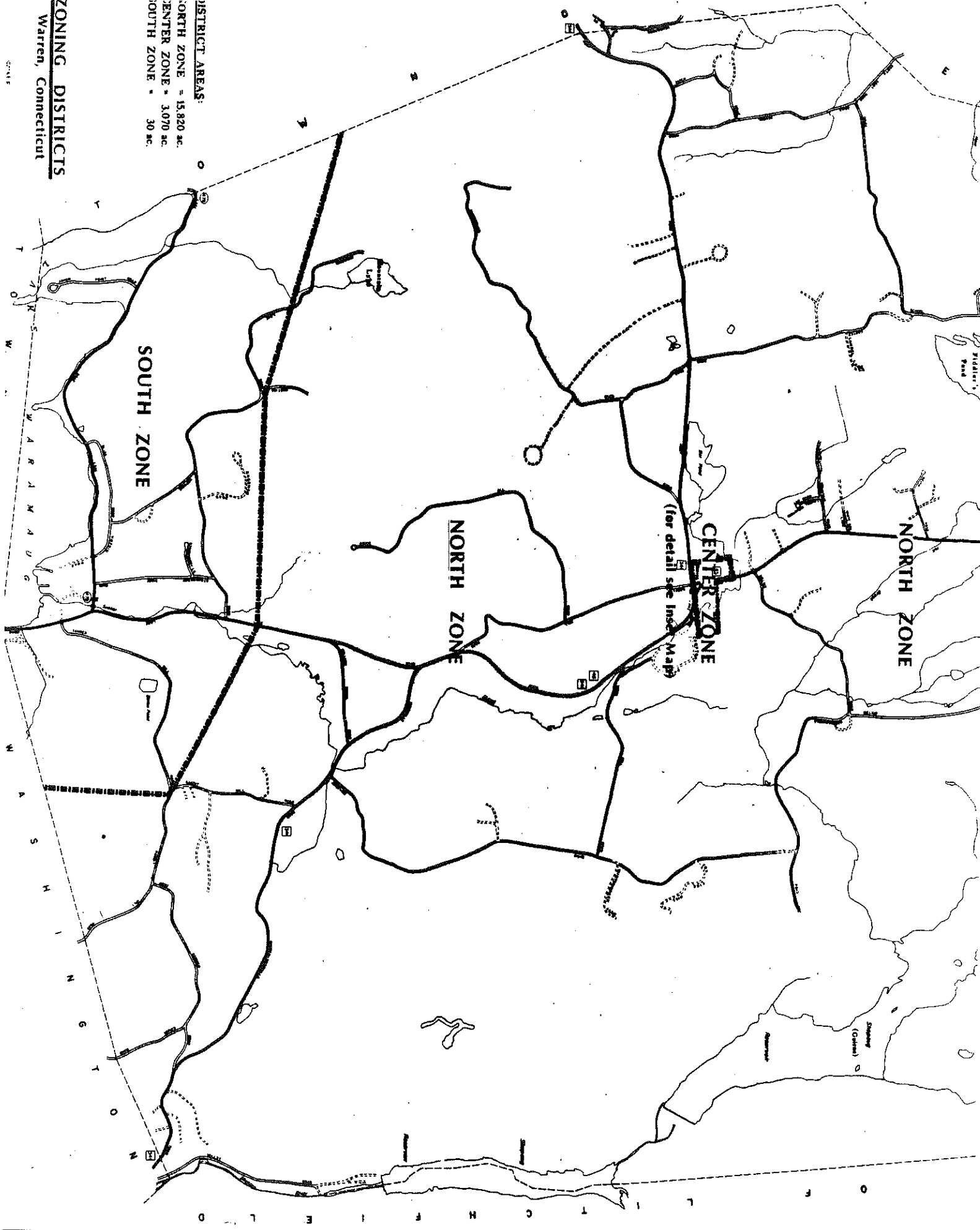
Confirming my phone conversation with Kurt Sheathelm of your office the Town of Warren has no designated scenic roads. There is one large zoning map which is laminated and hanging in the land use office. I have attached a photo copy of the map from an official mylar to this letter. The Warren Plan of Conservation and Development was recently updated and approved at a meeting of the Planning and Zoning Commission at the Meeting of March 10, 2009. A few copies were printed and are available for inspection in the Town clerks office and the town library. The town is waiting for the electronic versions, at which time copies can be made readily available.

Respectfully



Craig B. Nelson  
Chairman Inland Wetlands  
Zoning & Wet Lands Enforcement Officer

O F I L I C H F I E L D



**DISTRICT AREAS:**  
 NORTH ZONE - 15,820 ac.  
 CENTER ZONE - 3,070 ac.  
 SOUTH ZONE - 30 ac.

**ZONING DISTRICTS**  
 Warren, Connecticut

LAND LEASE AGREEMENT

This Agreement is made this 12th day of ~~September~~, 2005, between Lewis A. Tanner and Truda A. Tanner, as individuals, with a principal address of 100 Woodville Road, Warren, CT 06777, Tax ID # [REDACTED] ("Landlord"), and Optasite Inc., a Delaware Corporation with a principal address of 446 Main Street Second Floor Worcester, MA 01608 ("Tenant"). Landlord and Tenant are sometimes referred to in this Agreement as the "Parties".

WITNESSETH:

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

1. Landlord hereby leases to Tenant that certain real property located in the Town of Warren, County of Litchfield, State of Connecticut, more particularly described on Exhibit A attached hereto (the "Leased Parcel"), for the purpose of installing, maintaining, removing, inspecting, repairing, and replacing one tower structure as described on Exhibit B attached hereto (the "Tower"), one or more antennas and related equipment as described on Exhibit B attached hereto (the "Antennas"), one or more buildings and certain other improvements as described on Exhibit B attached hereto (the "Equipment Buildings") together with (i) 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, including over, under, or along a right-of-way as shown on Exhibit B attached hereto, and the driveways extending from Rabbit Hill Road, Warren, Connecticut to the Leased Parcel for the purpose of constructing, maintaining, installing, inspecting, repairing, restoring, removing and replacing the Tower, the Antennas, and the Equipment Buildings (collectively, the "Communications Facility") and (ii) the non-exclusive right to install and maintain underground utility wires, cables, conduits and pipes over, under, or along a twenty five (25) foot right-of-way extending from Rabbit Hill Road, Warren, Connecticut to the Leased Parcel as outlined on the attached Exhibit B attached hereto. The Leased Parcel, right-of-way for access and right-of-way for utilities described in this paragraph 1 and this Agreement, including, without limitation, those being substantially as shown on Exhibit B attached hereto and made a part hereof are sometimes, collectively, referred to hereinafter as the "Property".

In the event that the Tenant or a public utility is unable for any reason to use the aforesaid rights of way, or if the public utility requires a separate utility easement running to it, Landlord hereby agrees to grant additional rights-of-way, easements and other privileges to Tenant and the utility, at no charge to Tenant or the utility, at a mutually acceptable location, as necessary or desirable to install, operate and maintain utility facilities to serve the Communications Facility, and Landlord hereby agrees to execute and deliver such agreements and instruments deemed necessary or desirable to Tenant or the utility in connection with the foregoing, including the consent and joinder of Landlord's mortgagees to any such grant.

Landlord hereby grants permission to Tenant to install, maintain, repair, remove and operate the Communications Facility. Tenant shall have the right to replace the Communications Facility with similar and comparable buildings, equipment, one tower structure and antennas.

2. Landlord also hereby grants to Tenant the right to survey the Property, at Tenant's cost, and at Tenant's option, said survey shall then become Exhibit B which shall be attached hereto and made a part hereof.

3. This Agreement shall be for an initial term of seven (7) years and commencing on the "Contingency Date" which is defined as the first day of the month following full execution of this Agreement by both Parties. Rent for the first twelve (12) month period, herein after referred to as the "First Contingency Period", following the Contingency Date shall be due a one time lump sum non-refundable payment of [REDACTED] dollars payable to Landlord at the address set forth above, or to such other person, firm or place as the Landlord may designate by Notice. Rent for the months thirteen (13) through twenty (24), herein after referred to as the "Second Contingency Period", from the Contingency Date shall be due on the first day of the thirteenth (13<sup>th</sup>) month a one time lump sum non-refundable payment of [REDACTED] HUNDRED and 00/100 [REDACTED] (as hereinafter defined). If the Commencement Date (hereinafter defined) precedes the second day of the thirteenth month, then the second one time lump sum non-refundable payment shall be permanently waived and instead the monthly Base Rent, as provided herein, shall take effect and be paid by Tenant to Landlord. Base Rent shall be due at an annual rental of [REDACTED] and shall be paid in equal monthly installments of [REDACTED] on the first day of the month, in advance, to Landlord at the address set forth above, or to such other person, firm or place as the Landlord may, from time to time, designate by Notice. The "Commencement Date" is defined as the first (1st) day of the month in which Tenant is granted all federal, state and local permits required for the building and construction of its Communications Facility by the governmental agency charged with issuing such permits. Base Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Base Rent for the previous year. If within the First Contingency Period the Tenant has not submitted a Technical Review Report as required by the Connecticut Siting Council's pre-application process (General Statutes 16-50i (e)) to the town of Warren Connecticut, then the Landlord will have the right to terminate this Agreement upon sixty (60) day written notification to Tenant.

Tenant agrees to pay all personal property taxes assessed by the town or other taxing authority on the Communications Facility.

Tenant shall pay all utility costs associated with installation, operation, maintenance and removal of the Communications Facility.

4. Tenant shall have the option to extend this Agreement for five (5) successive five (5) year terms. Each option for an extended term shall be deemed automatically exercised without notice by Tenant to Landlord unless Tenant gives Landlord written notice of its intention not to exercise any such option at least six (6) months prior to the end of the then current term, in which case, the term of this Agreement shall expire at the end of the then current term. Base Rent for each successive renewal term shall increase on each anniversary of the Commencement Date by an amount equal to three (3) percent of the Base Rent for the previous year.

5. If at the end of the fifth (5th) five (5) year extension term, this Agreement has not been terminated by either Party by giving to the other Notice of termination 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, except as expressly provided below as to annual Base Rent, for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving Notice to the other party of such termination at least six (6) months prior to the end of such term. Annual Base Rent for the first (1st) year of this period shall be equal to [REDACTED] of the annual Base Rent paid for the last year of the fourth (4th) five (5) year extension. Thereafter, annual Base Rent for each year shall be equal to [REDACTED] of the annual Base Rent for the previous year.

6. Tenant shall use the Property only for the purpose of constructing, maintaining and operating a Communication Facility and uses incidental thereto together with all necessary or desirable connecting appurtenances. The Equipment Building to be placed on the Leased Parcel shall contain only telecommunications equipment and related equipment which is necessary or desirable for the support and operation of the telecommunications services. All improvements shall be at Tenant's expense and the installation and alteration of all improvements shall be at the discretion and option of the Tenant. Tenant will maintain the Communications Facility in a reasonable condition. Tenant, at its sole expense, shall take all actions necessary in connection with the maintenance and operation of the Communications Facility, including, but not limited to, obtaining all permits and consents from governmental authorities. It is understood and agreed that Tenant's ability to use the Property 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 which will permit Tenant's use of the Property as set forth above. Landlord shall cooperate with Tenant in its effort to obtain such approvals, including, without limitation, the right of Tenant to contest determinations made by any Federal, state and local authority concerning any permits, approvals and licenses, as well as the application of any laws and regulations, and Landlord shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Tenant.

If in Tenant's sole opinion, the results of any soil borings or other environmental tests are unsatisfactory, or any application for approval is finally rejected, or Tenant believes that such application for approval will be too costly or time consuming or there is a reasonable likelihood that said application will be rejected in the opinion of Tenant or any certificate, permit, license or approval issued to Tenant is canceled or otherwise withdrawn or terminated by any governmental authority so that Tenant in its sole discretion will be unable to use the Property to provide Tenant's telecommunications services, Tenant shall have the right to terminate this Agreement immediately. Notice of said termination shall be given to Landlord in writing by certified mail, return receipt requested. All rental paid for lease of the Property to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and the parties shall have no further obligations to each other, including the payment of money.

7. Landlord agrees that Tenant shall have free access to the Property at all times for the purposes set forth in this Agreement.

8. (a) During the term of this Agreement, Tenant covenants that it will keep the Property, including, but not limited to, all access roads in good repair and condition, which shall include normal maintenance.

(b) If Landlord fails to perform the maintenance and repairs required by subparagraph 8(a) within forty-five (45) days of Notice from Tenant that the repairs must be made (or shorter period of time in the event such failure disrupts the operation of the Communications Facility), Tenant may make the repairs and the costs thereof shall be payable to Tenant by Landlord within thirty (30) days after receipt by Landlord of copies of bills for the work performed. If Landlord does not make payment to Tenant within said period of time, Tenant shall have the right to deduct the costs of the repairs or maintenance from the succeeding monthly rental due from Tenant to Landlord.

9. All installations and operation in connection with this Agreement by Tenant shall meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable municipal, state and Federal codes and regulations. Under this Agreement, Landlord assumes no responsibility for the licensing, operation, and/or maintenance of the Equipment and the Antennas.

10. Each Party shall maintain, at its own expense, during the term of this Agreement, general liability and casualty insurance with a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage. Each Party shall provide a certificate of insurance to the other Party which shall contain a provision for a thirty (30) days notice of cancellation to the other Party, and shall name the other Party as an additional insured. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

11. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder and shall have paid all rents and sums due and payable to the Landlord by Tenant, Tenant shall have the right to terminate this Agreement, without penalty or charge, at any time, whether prior to or after the Commencement Date, and from time to time, provided that six (6) months prior Notice of its election to terminate is given to the Landlord.

12. Upon expiration or termination of the Agreement, Tenant shall within a reasonable period, remove the Communications Facility, fixtures and all personal property located on the Leased Parcel and repair any damage caused by such removal. Landlord hereby agrees that the Communications Facility and any other fixtures, equipment and personal property of Tenant shall remain the property of Tenant notwithstanding that any such improvements may constitute a fixture under applicable law. If such time for removal causes Tenant to remain on the Property after expiration or termination of this Agreement, Tenant shall pay rent at the then existing monthly rate on a per diem basis until such time as the Communications Facility, personal property and all fixtures, are removed.

13. Each Party shall be responsible for compliance with any and all environmental laws, including 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 conditions, as may now or at any time hereafter be in effect, that are in any way related to the activity conducted by such Party. Landlord hereby acknowledges and agrees that it is solely responsible for any adverse environmental conditions existing on the Leased Parcel prior to the Commencement Date or otherwise existing on the Leased Parcel and not caused by the Tenant. Landlord warrants and represents to Tenant that during Landlord's ownership of the Leased Parcel, (i) no hazardous materials have been released into the environment, or discharged, placed or disposed of at, on or under the Leased Parcel; (ii) the Leased Parcel has not been used as a dump for waste material; and (iii) the Landlord has no knowledge of any hazardous materials or environmental contamination existing on the Leased Parcel.

Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability, at its sole cost and expense, for all duties, responsibilities, and liabilities (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 failure of such Party to comply with any environmental law imposed upon such party, 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 conditions, as may now or at any time hereafter be in effect.

14. If Landlord, at any time during the term of this Agreement, sells all or any part of the Leased Parcel to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenant's rights hereunder.

15. Landlord covenants that Tenant, on paying the rent and performing the covenants herein required of Tenant, shall peaceably and quietly have, hold and enjoy the Property. Landlord further covenants to Tenant that there are no pending or threatened legal proceedings or actions of any kind or character affecting the Leased Parcel or Seller's interest therein. If Landlord owns and/or controls additional adjacent land, Landlord agrees for itself and all future holders of such land that no use shall be made of the land during the Initial Term and any Renewal Term that would interfere or compete with Tenants use of the Leased Premises as described herein.

16. (a) Landlord represents and warrants to Tenant that Landlord: ( i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, on any portion thereof, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes regulated under any local, state or federal law. Prior to, during and after the term of this Lease, Landlord shall indemnify and hold Tenant harmless from any and all liability, claims of liability, or loss arising from any hazardous substances, materials, or wastes located on or under the Leased Premises and under any Environmental Regulations, except for claims arising in whole or in part, out of Tenant's use or occupancy of the Leased Premises.



Tenant represents, warrants, and covenants to Landlord that Tenant shall at no time during the term of this Lease Agreement use or permit the Leased Premises to be used in violation of any Environmental Regulations. Tenant shall indemnify and hold Lessor harmless from any and all liability, claims of liability, or loss under any Environmental Regulations arising out of Tenant's use or occupancy of the Leased Premises.

For the purposes, of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the State Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. § 4321-4347).

(b) Landlord warrants and covenants that Landlord is seized of good and marketable title and interest to the Real Property and has full power and authority to enter into and execute this Agreement. Landlord further covenants that there are no mortgages, liens, judgments or impediments of title on the Real Property, or affecting Landlord's title to the same, other than as set forth on Exhibit B, and that there are no covenants, easements or restrictions which prevent the use of the Real Property by Tenant as set forth in this Agreement, excluding governmental licenses, zoning, or other regulatory requirements not otherwise reflected in the land records and affecting Tenant's business, compliance of which is the responsibility of the Tenant. Landlord further covenants that all real estate taxes assessed against the Real Property have been paid in full through the most current payment period.

In the event Landlord does not have good and marketable title to the Real Property or authority as set forth herein or there are liens, judgments or impediments to Tenant's use, or said real estate taxes have not been paid current, after Landlord has been provided with Notice and a period of thirty (30) days to cure, Tenant may, in addition to any and all rights and remedies provided for herein and in law and equity, withhold rental payments until such time as Landlord demonstrates that it has good and marketable title or authority and/or there are no liens, judgments or impediments to Tenant's use, or terminate this Lease immediately and Landlord will return all rent prepaid by Tenant.

17. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Parties and that no verbal or oral agreements, promises or understandings shall be binding upon either Party 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.

18. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Connecticut.

19. All notices and other communications hereunder must be in writing (a "Notice") and shall be deemed validly given if and when sent by confirmed facsimile transmission, overnight express mail services or by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the other Party by Notice):

TENANT:           Optasite Inc.  
                      446 Main Street Second Floor  
                      Worcester, MA 01608

LANDLORD:       Lewis Tanner  
                      100 Woodville Road  
                      Warren, CT 06777

20. This Agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the Parties hereto.

21. Landlord shall provide to Tenant upon the execution of this Agreement a non-disturbance agreement in form attached as Exhibit C hereto from each and every mortgagee, ground lessor and other lien holder having an interest in the Leased Parcel. Subject to the conditions hereinafter set forth, this Agreement, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages and/or ground leases which may hereafter affect the Leased Parcel whether or not such mortgages or leases shall also cover other lands and/or properties, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages and leases and all consolidations of such mortgages, on the express condition that, with respect to any such mortgage or lease hereafter placed on the Leased Parcel, Tenant receives a non-disturbance agreement from such mortgagee or lessor in the form attached hereto as Exhibit C. So long as such non-disturbance agreement has been delivered to Tenant, such subordination shall be automatic and without need for any additional action or documentation.

22. Landlord agrees to execute and deliver a Notice of Lease, the form of which is attached hereto as Exhibit D, which Tenant may record with the appropriate Recording Officer. The date set forth in the Notice of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

23. Tenant shall have the right to sublease, license, assign or otherwise transfer, in whole or in part, the Property and/or its rights under this Agreement without the prior written consent of Landlord.

24. In the event additional telecommunication carriers use the Communications Facility or Tower, Tenant agrees to pay Landlord as Additional Rent ten (10) percent of the monthly fee derived per carrier per month starting with the second such additional telecommunication carrier for as long as said telecommunication carrier(s) are using the Communications Facility or Tower. Such Additional Rent shall commence on the rent commencement date of the license agreement with such additional carrier(s) ("Carrier License Agreement") and shall end on the termination or expiration date of such Carrier License Agreement.

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

LANDLORD:

Lewis A. Tanner & Truda A. Tanner

Joan K. Cook  
WITNESS Joan K. Cook

\_\_\_\_\_  
WITNESS

BY: Lewis A. Tanner  
Lewis A. Tanner  
Owner

Joan K. Cook  
WITNESS Joan K. Cook

\_\_\_\_\_  
WITNESS

BY: Truda A. Tanner  
Truda A. Tanner  
Owner

TENANT:

Optasite, Inc.

Shelley Cooley  
WITNESS

Jeanne Truchel  
WITNESS

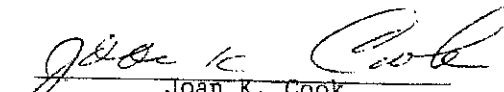
By: [Signature]  
James H. Ross III  
President and Chief Operating Officer

STATE OF CONNECTICUT

) ss: Litchfield

COUNTY OF LITCHFIELD

On the 9<sup>th</sup> day of Sept 2005, before me, Joan K. Cook, Notary Public, personally appeared Lewis A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.

  
Joan K. Cook  
~~Commissioner of Superior Court~~

Notary Public

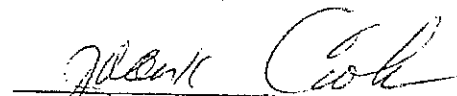
My Commission Expires: 12/31/2008

STATE OF CONNECTICUT

) ss: Litchfield

COUNTY OF LITCHFIELD

On the 9<sup>th</sup> day of Sept 2005, before me, Joan K. Cook, Notary Public, personally appeared Truda A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.

  
Joan K. Cook  
~~Commissioner of Superior Court~~

Notary Public

My Commission Expires: 12/31/2008

Commonwealth of Massachusetts)

) SS:

COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 14th day of September, 2005  
by James H Ross III, President and Chief Operating Officer of Optasite, Inc. on behalf of such corporation as the  
president of such corporation, as his free act and deed.

*Christine Scaron*

Commissioner of the Superior Court

Notary Public

My Commission Expires: July 19, 2009

**EXHIBITS**

Exhibit A - Legal Description of Leased Parcel

Exhibit B - Description of Tower, Antennas, Equipment Building and  
Equipment and Rights of Way

Exhibit C - Subordination and Non-Disturbance Agreement

Exhibit D - Notice of Lease

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PARCEL**

The Land is described and/or depicted as follows:

State of; Connecticut  
County of; Litchfield  
Town of; Warren  
Also known as; 131 Rabbit Hill Road

As listed in the Warren Assessor's office as; map 4, lot 10



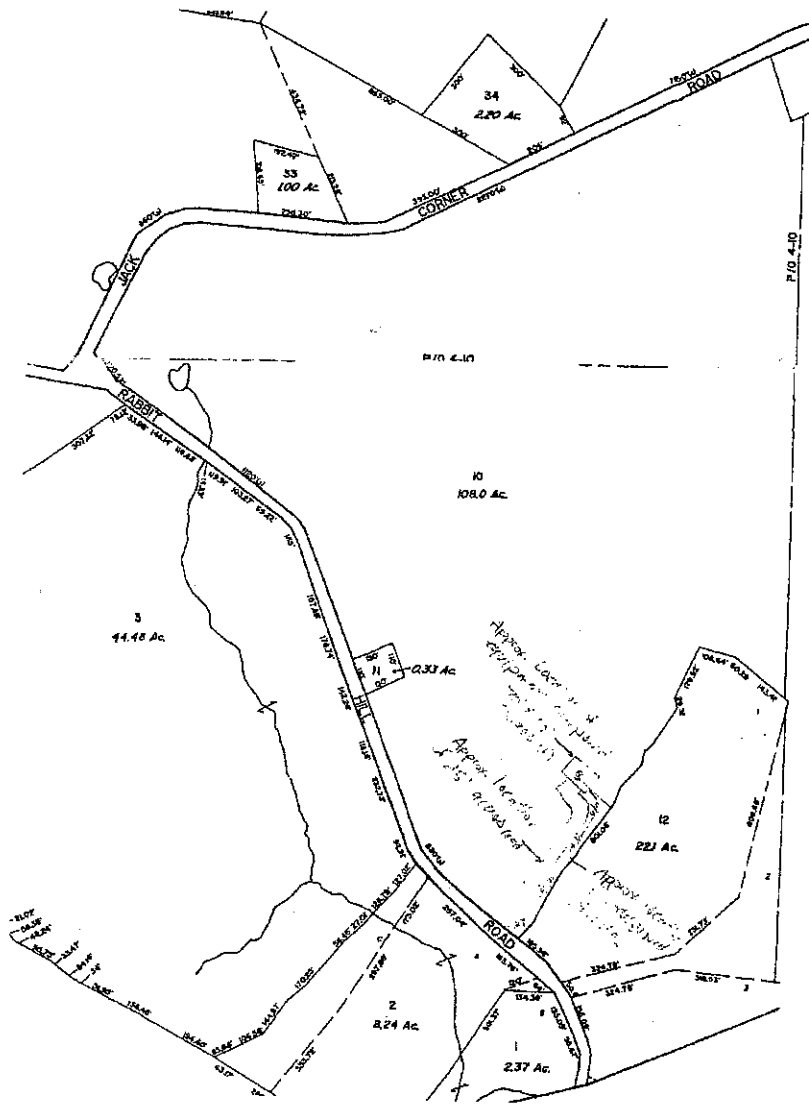
**EXHIBIT B**  
**DESCRIPTION OF TOWER, ANTENNAS,**  
**EQUIPMENT BUILDING AND EQUIPMENT AND RIGHTS OF WAY**

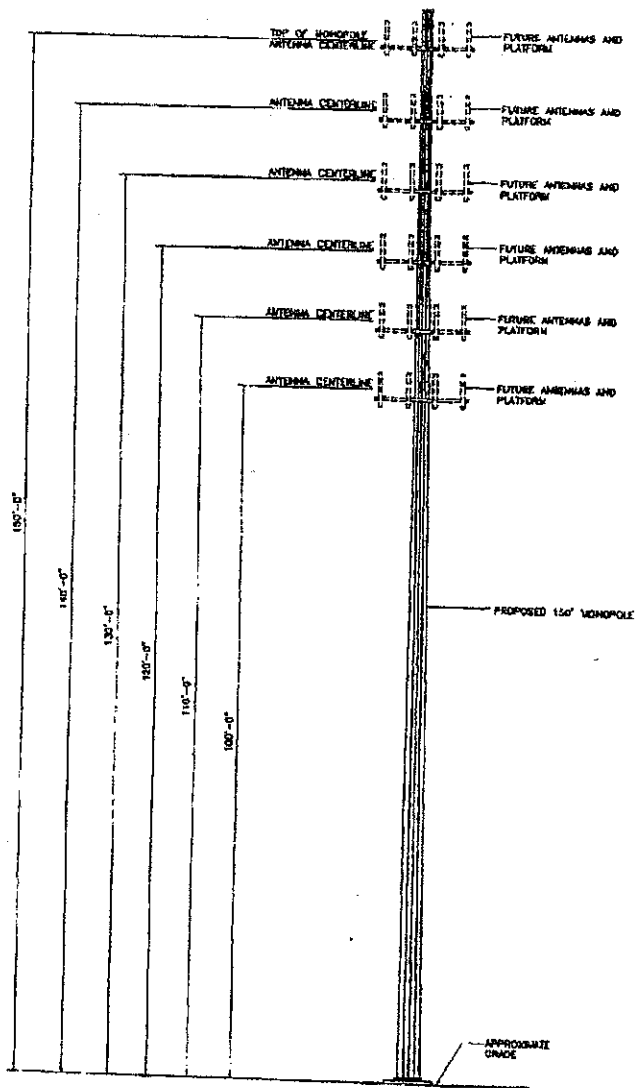
The Premises are described and/or depicted as follows:

**Please see the attached pages**

**Notes:**

1. Tenant shall replace this Exhibit B with a professionally drafted Architectural and Engineered drawing of the Property once Tenant receives it.
2. This lease is conditional upon the review and approval of aforementioned drawing by Landlord.
3. Tenant will install a livestock fence around the access road to the equipment compound to prevent livestock from exiting the pasture area.





**TOWER ELEVATION**  
SCALE 1" = 10'-0"



ISSUED FOR LEASE

LATITUDE:	(NAD 83)
LONGITUDE:	(NAD 83)

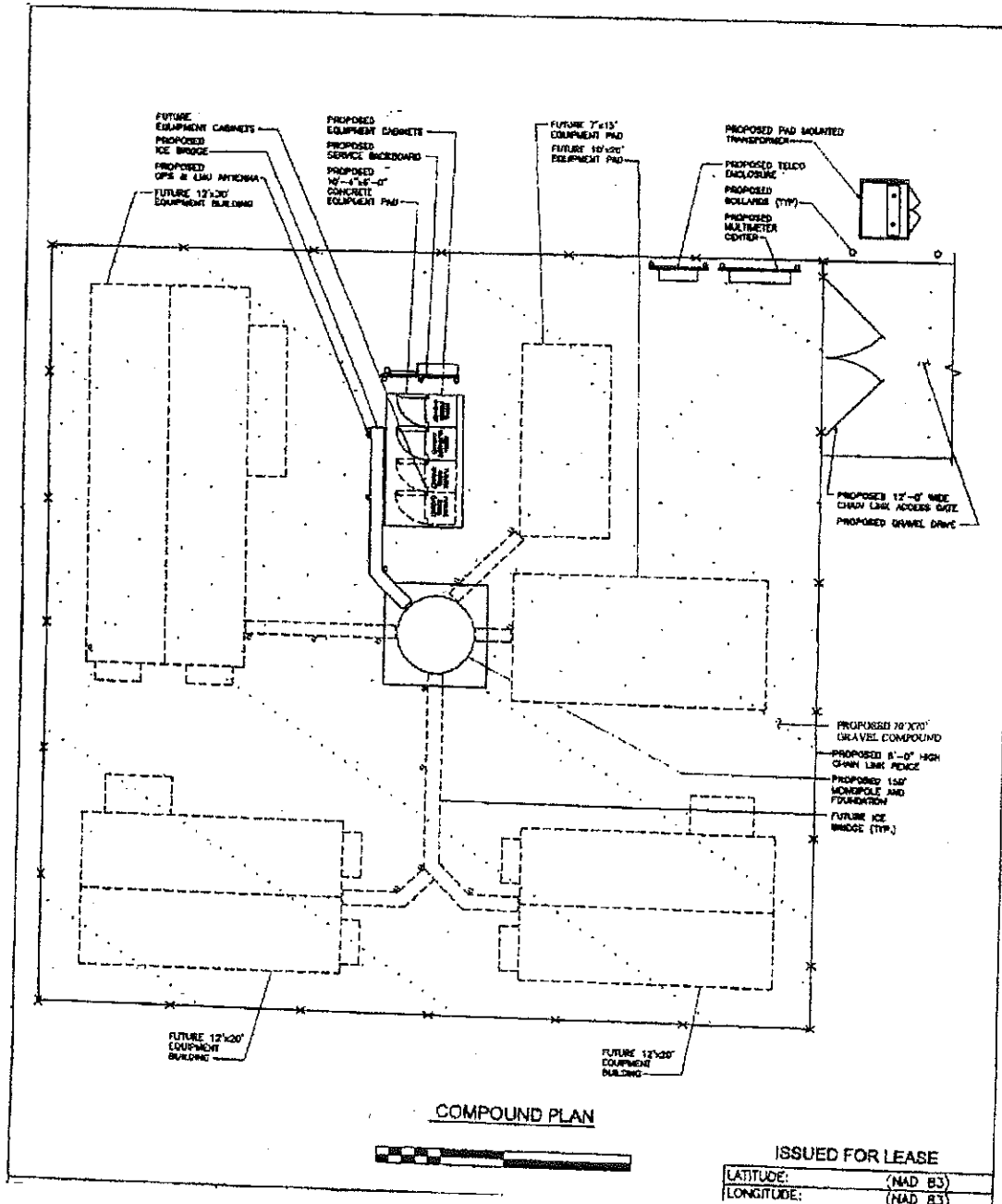


Exhibit C

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and among \_\_\_\_\_, having offices at \_\_\_\_\_ ("Lender"), \_\_\_\_\_, having offices at \_\_\_\_\_ ("Landlord"), and Optasite Inc. with a principal address of 446 Main Street Second Floor Worcester, MA 01608, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Land Lease Agreement dated as of \_\_\_\_\_, 200\_ (as the same may have been amended or modified, the "Lease") covering the Property described therein (the "Property") known as \_\_\_\_\_.

WHEREAS, Lender is the holder of a certain Promissory Note made by Landlord in the original principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) dated \_\_\_\_\_ (as the same may be amended or modified, the "Note"); and

WHEREAS, the Note is secured by, *inter alia*, that certain Open End Mortgage Deed and Security Agreement dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ Land Records (as the same may be amended or modified, the "Mortgage"); and

WHEREAS, Tenant acknowledges that the Mortgage constitutes a lien or charge upon the Property which is unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals, the leasing of the Property, and of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Property forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Lender consents to the Lease and, in the event Lender comes into possession of or acquires title to the Property as a result of the foreclosure or other enforcement of the Mortgage or the Note, or as a result of any other means, Lender agrees that, so long as Tenant is not then in default under the Lease beyond any applicable cure period, Lender will recognize Tenant and will not disturb Tenant in its possession of the Property for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Property. Lender further agrees that if the interests of Landlord under the Lease are acquired by Lender, so long as Tenant is not then in default under the Lease beyond any applicable cure period, the Lease and all rights of Tenant under the Lease, including but not limited to the right to use and occupy the Property at the rental and upon the terms and conditions set forth in the Lease, and the right to exercise and enjoy any renewal options contained therein, shall continue in full force and effect and shall not be terminated. Notwithstanding any other provisions of this Agreement, if Lender succeeds to the interest of Landlord under the Lease, Lender shall be liable to Tenant only for the obligations of the Landlord under the Lease which accrue on or after the date that Lender takes title to the Property. Lender agrees and covenants, provided Tenant is not in default under the Lease beyond any applicable cure period, that:

a. Tenant shall not be joined as an adverse party or defendant in any action or proceedings which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, unless required by law to effectuate any such foreclosure or implement any such remedy; and

b. Tenant shall not be evicted from the Property nor shall Tenant's rights under the Lease be affected or disturbed in any way by reason of this Agreement or any modifications of or default under the Mortgage.

3. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions as are set forth in the Lease.

4. If Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

a. liable for any act or omission of any prior landlord (including Landlord); or

- b. liable for the return of any security deposit; or
- c. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- d. bound by any rent or additional rent which Tenant might have paid more than one month in advance to any prior landlord (including Landlord); or
- e. bound by any amendment or modification of the Lease made without Lender's consent.

5. The Lender hereby further consents to and joins in the granting by Landlord of any utility easements which may hereafter be granted pursuant to the Lease, and agrees that any such easements shall be afforded the protections set forth in paragraph 2 hereof.

6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. As used herein, the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by Lender by any means, including, without limitation, voluntary deed or assignment in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, through or under foreclosure of the Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

LANDLORD

By \_\_\_\_\_

TENANT

Optasite, Inc.

By \_\_\_\_\_

James H. Ross III

President and Chief Operating Officer



STATE OF )  
 ) ss.:  
COUNTY OF )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me  
\_\_\_\_\_ the undersigned officer, personally appeared  
\_\_\_\_\_, who acknowledged that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_, and that he/she, as such officer and  
being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Exhibit D

NOTICE OF LEASE

Notice is hereby given of a Land Lease Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between Lewis A. Tanner & Truda A. Tanner with offices at 100 Woodville Road, Warren, CT 06777, as Landlord, and Optasite Inc. with a principal address of 446 Main Street Second Floor Worcester, MA 01608 as Tenant, under the terms of which the Landlord leased to the Tenant and known as 131 Rabbit Hill Road, Town of Warren, County of Litchfield, State of Connecticut, which Property is described on Exhibit A attached hereto.

Said lease provides for the initial term to commence on the first (1st) day of the month in which Tenant is granted all federal, state and local permits required for the building and construction of its Communications Facility by the governmental agency charged with issuing such permits and expire on the last day of the first five (5) year term, all dates inclusive.

Tenant has a right to extend the term of said Lease for a period of twenty five (25) years, commencing on the first day of the first five (5) year renewal term and ending on the last day of the fifth (5<sup>th</sup>) renewal term.

In the event of any conflict between the provisions of the Lease and this Notice of Lease, the Lease shall be determinative and controlling.

A copy of said Lease shall be on file at the executive offices of Landlord at 100 Woodville Road, Warren, CT 06777, and of Tenant at 446 Main Street Second Floor Worcester, MA 01608, Attention: Manager Real Estate.

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005 the below named persons representing the Landlord and Tenant, respectively, have caused this Notice of Lease to be executed and delivered.

Signed, Sealed and Delivered  
in the Presence of:

[ NOT FOR EXECUTION, ILLUSTRATION PURPOSE ONLY ]

LANDLORD:

Lewis A. Tanner & Truda A. Tanner

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

Lewis A. Tanner

Owner

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

Truda A. Tanner

Owner

\_\_\_\_\_  
WITNESS

TENANT:

**Optasite, Inc.**

By: \_\_\_\_\_

James H. Ross III

President and Chief Operating Officer

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

STATE OF CONNECTICUT

) ss:

COUNTY OF LITCHFIELD

On the        day of        2005, before me,       , Notary Public, personally appeared Lewis A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.

---

Commissioner of Superior Court

Notary Public

My Commission Expires:

STATE OF CONNECTICUT

) ss:

COUNTY OF LITCHFIELD

On the        day of        2005, before me,       , Notary Public, personally appeared Truda A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.

---

Commissioner of Superior Court

Notary Public

My Commission Expires:

Commonwealth of Massachusetts)

) SS:

COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005  
by James H Ross III, President and Chief Operating Officer of Optasite, Inc. on behalf of such corporation as the  
president of such corporation, as his free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court

Notary Public

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PARCEL**

The Land is described and/or depicted as follows:

State of; Connecticut  
County of; Litchfield  
Town of; Warren  
Also known as; 131 Rabbit Hill Road

As listed in the Warren Assessor's office as; map 4, lot 10

**EXHIBIT B**  
**DESCRIPTION OF TOWER, ANTENNAS,**  
**EQUIPMENT BUILDING AND EQUIPMENT AND RIGHTS OF WAY**

The Premises are described and/or depicted as follows:

**Please see attached pages**

**Notes:**

1. Tenant shall replace this Exhibit B with a professionally drafted Architectural and Engineered drawing of the Property once Tenant receives it.
2. This lease is conditional upon the review and approval of aforementioned drawing by Landlord.
3. Tenant will install a livestock fence around the access road to the equipment compound to prevent livestock from exiting the pasture area.









## NOTICE OF LEASE

Notice is hereby given of a Land Lease Agreement executed on the 11<sup>th</sup> day of ~~September~~ 2005, by and between Lewis A. Tanner & Truda A. Tanner with offices at 100 Woodville Road, Warren, CT 06777, as Landlord, and Optasite Inc. with a principal address of 446 Main Street Second Floor Worcester, MA 01608 as Tenant, under the terms of which the Landlord leased to the Tenant and known as 131 Rabbit Hill Road, Town of Warren, County of Litchfield, State of Connecticut, which Property is described on Exhibit A attached hereto.

Said lease provides for the initial term to commence on the first (1st) day of the month in which Tenant is granted all federal, state and local permits required for the building and construction of its Communications Facility by the governmental agency charged with issuing such permits and expire on the last day of the first five (5) year term, all dates inclusive.

Tenant has a right to extend the term of said Lease for a period of twenty five (25) years, commencing on the first day of the first five (5) year renewal term and ending on the last day of the fifth (5<sup>th</sup>) renewal term.

In the event of any conflict between the provisions of the Lease and this Notice of Lease, the Lease shall be determinative and controlling.

A copy of said Lease shall be on file at the executive offices of Landlord at 100 Woodville Road, Warren, CT 06777, and of Tenant at 446 Main Street Second Floor Worcester, MA 01608, Attention: Manager Real Estate.

IN WITNESS WHEREOF, on this 9th day of September, 2005 the below named persons representing the Landlord and Tenant, respectively, have caused this Notice of Lease to be executed and delivered.

Signed, Sealed and Delivered  
in the Presence of:

LANDLORD:

Lewis A. Tanner & Truda A. Tanner

Jean K. Cook  
WITNESS Jean K. Cook

MA  
WITNESS PETER A. LITWIN

BY: Lewis A. Tanner  
Lewis A. Tanner  
Owner

Jean K. Cook  
WITNESS Jean K. Cook

MA  
WITNESS PETER A. LITWIN

BY: Truda A. Tanner  
Truda A. Tanner  
Owner

TENANT:  
Optasite, Inc.

Shelley J. Doherty  
WITNESS

Jeanne L. Luchel  
WITNESS

By: [Signature]  
James H. Ross III  
President and Chief Operating Officer

STATE OF CONNECTICUT

) ss: Litchfield

COUNTY OF LITCHFIELD

On the 9<sup>th</sup> day of Sept 2005, before me, Joan K. Cook , Notary Public, personally appeared Lewis A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.



Joan K. Cook  
~~Commissioner of Superior Court~~

Notary Public

My Commission Expires: 12/31/2008

STATE OF CONNECTICUT

) ss: Litchfield

COUNTY OF LITCHFIELD

On the 9<sup>th</sup> day of Sept 2005, before me, Joan K. Cook , Notary Public, personally appeared Truda A. Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted as his free act or deed, executed the instrument.



Joan K. Cook  
~~Commissioner of Superior Court~~

Notary Public

My Commission Expires: 12/31/2008

Commonwealth of Massachusetts)

) SS:

COUNTY OF Worcester)

The foregoing instrument was acknowledged before me this 11th day of September, 2005 by James H Ross III, President and Chief Operating Officer of Optasite, Inc. on behalf of such corporation as the president of such corporation, as his free act and deed.

*Christina Fealon*

Commissioner of the Superior Court

Notary Public

My Commission Expires: July 10, 2009

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PARCEL**

The Land is described and/or depicted as follows:

State of; Connecticut  
County of; Litchfield  
Town of; Warren  
Also known as; 131 Rabbit Hill Road

As listed in the Warren Assessor's office as; map 4, lot 10

**EXHIBIT B**  
**DESCRIPTION OF TOWER, ANTENNAS,**  
**EQUIPMENT BUILDING AND EQUIPMENT AND RIGHTS OF WAY**

The Premises are described and/or depicted as follows:

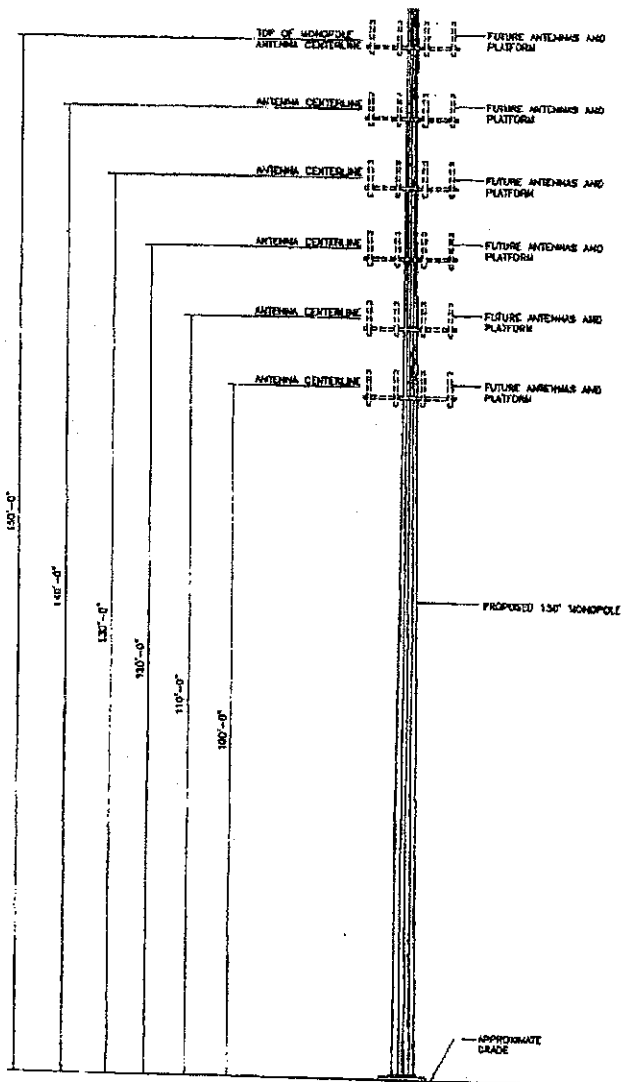
**Please see attached pages**

**Notes:**

1. Tenant shall replace this Exhibit B with a professionally drafted Architectural and Engineered drawing of the Property once Tenant receives it.
2. This lease is conditional upon the review and approval of aforementioned drawing by Landlord.
3. Tenant will install a livestock fence around the access road to the equipment compound to prevent livestock from exiting the pasture area.







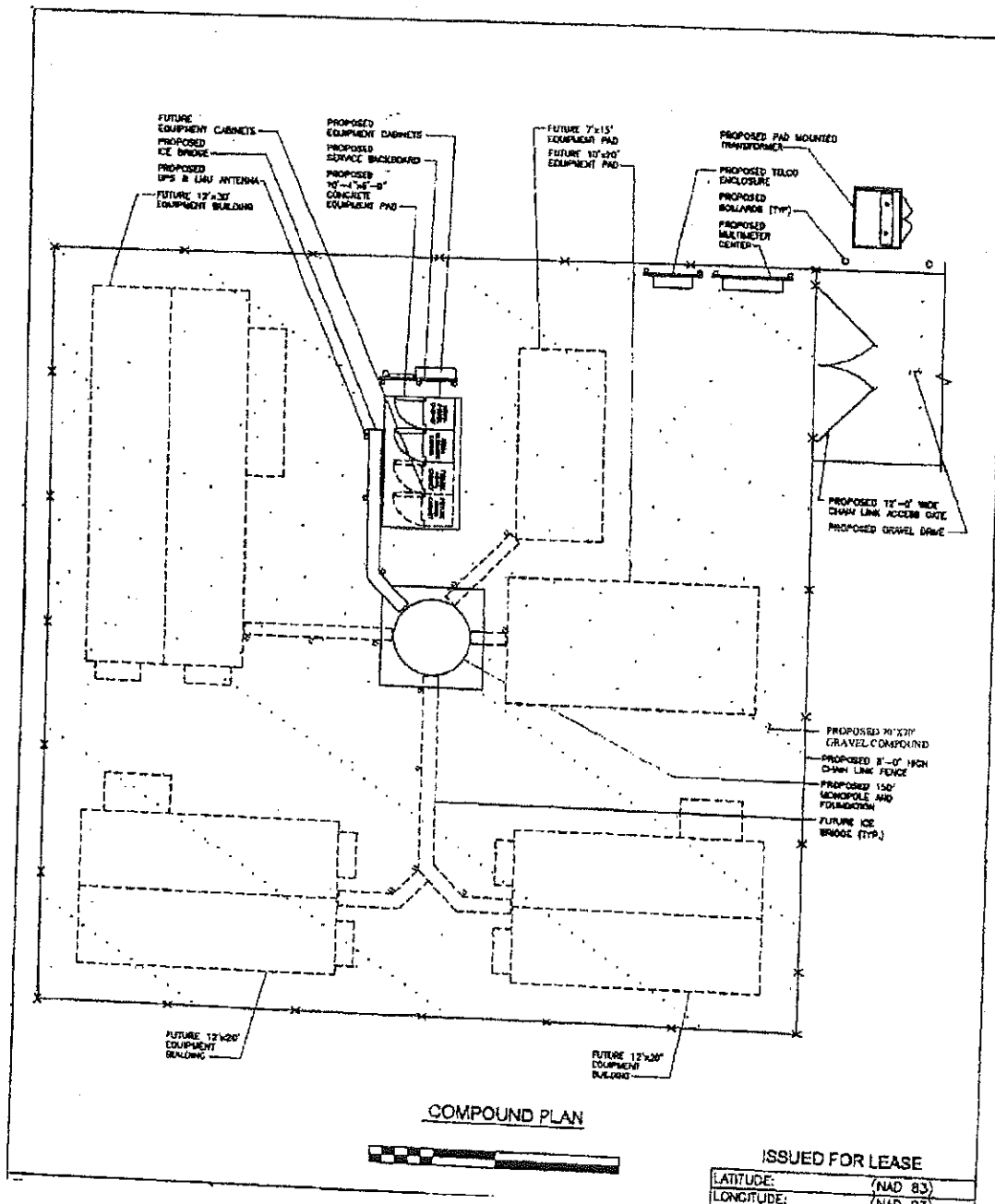
**TOWER ELEVATION**

SCALE 1" = 20'-0"



ISSUED FOR LEASE

LATITUDE:	(HAD 83)
LONGITUDE:	(HAD 83)



Prepared by: Christine Kauffman  
After recording return to: Debra DiBetta  
SBA Network Services, Inc.  
5900 Broken Sound Parkway, NW, 3<sup>rd</sup> Floor  
Boca Raton, FL 33487-2797  
Ph: 1-800-487-7483 ext. 9461

#### AMENDMENT TO LAND LEASE AGREEMENT

**THIS AMENDMENT TO LAND LEASE AGREEMENT** (hereinafter referred to as "Amendment") is executed this 7<sup>th</sup> day of April, 2009, by and between **LEWIS A. TANNER AND TRUDA A. TANNER**, as individuals, having an address of 100 Woodville Road, Warren, CT 06777 (hereinafter together referred to as "Landlord"), and **SBA TOWERS II LLC**, a Florida limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 (hereinafter referred to as "Tenant").

**WHEREAS**, Landlord and Optasite Inc., a Delaware corporation, entered into that certain Land Lease Agreement dated September 16, 2005 (hereinafter referred to as the "Agreement") whereby Landlord leased to Optasite Inc. a portion of that certain real property known as Rabbit Hill Road, Town of Warren, County of Litchfield, State of Connecticut 06777 (hereinafter referred to as the "Leased Parcel"); and

**WHEREAS**, Optasite Inc. changed its name to SBA Infrastructure Holdings II, Inc., a Delaware corporation, effective September 19, 2008; and

**WHEREAS**, SBA Infrastructure Holdings II, Inc. and Tenant entered into that certain Assignment and Assumption Agreement dated January 14, 2009; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

SBA Site Name: Warren 3  
SBA Site ID: CT13573-S



1. Exhibit A and B of the Agreement are hereby amended and replaced with the attached Exhibits – Option A and Option B. Upon approval by the Connecticut Siting Council Tenant will be constructing the Communications Facility in accordance with one of the Exhibits attached hereto. Said Exhibit shall be replaced by a survey at a later date.
2. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the property is located without regard to principles of conflicts of law.
3. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
4. This Amendment shall be effective as of the date last executed by both parties.

**[SIGNATURES ON PAGES TO FOLLOW]**





TENANT:

WITNESSES:

SBA TOWERS II LLC,  
a Florida limited liability company

By: [Signature]  
Name: Jason Silberstein  
Title: Sr. Vice President, Property Management  
Date: 4-7-09

[Signature]  
(print name) Wendy Carrick  
[Signature]  
(print name) Jennifer Matu

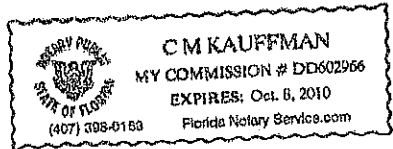
STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned, a Notary Public for the state and county aforesaid, do hereby certify that **JASON SILBERSTEIN** personally came before me this day and acknowledged that he is Sr. Vice President, Property Management for **SBA TOWER II LLC, a Florida limited liability company**, and acknowledged, on behalf of said corporation, the due execution of the foregoing instrument.

WITNESS MY HAND and official seal in the state and county last aforesaid the 7<sup>th</sup> day of April, 2009.

[Signature]  
Notary Public  
[Signature]  
(print name) CM Kauffman



My commission expires on 10.8.10





OPTION "A"

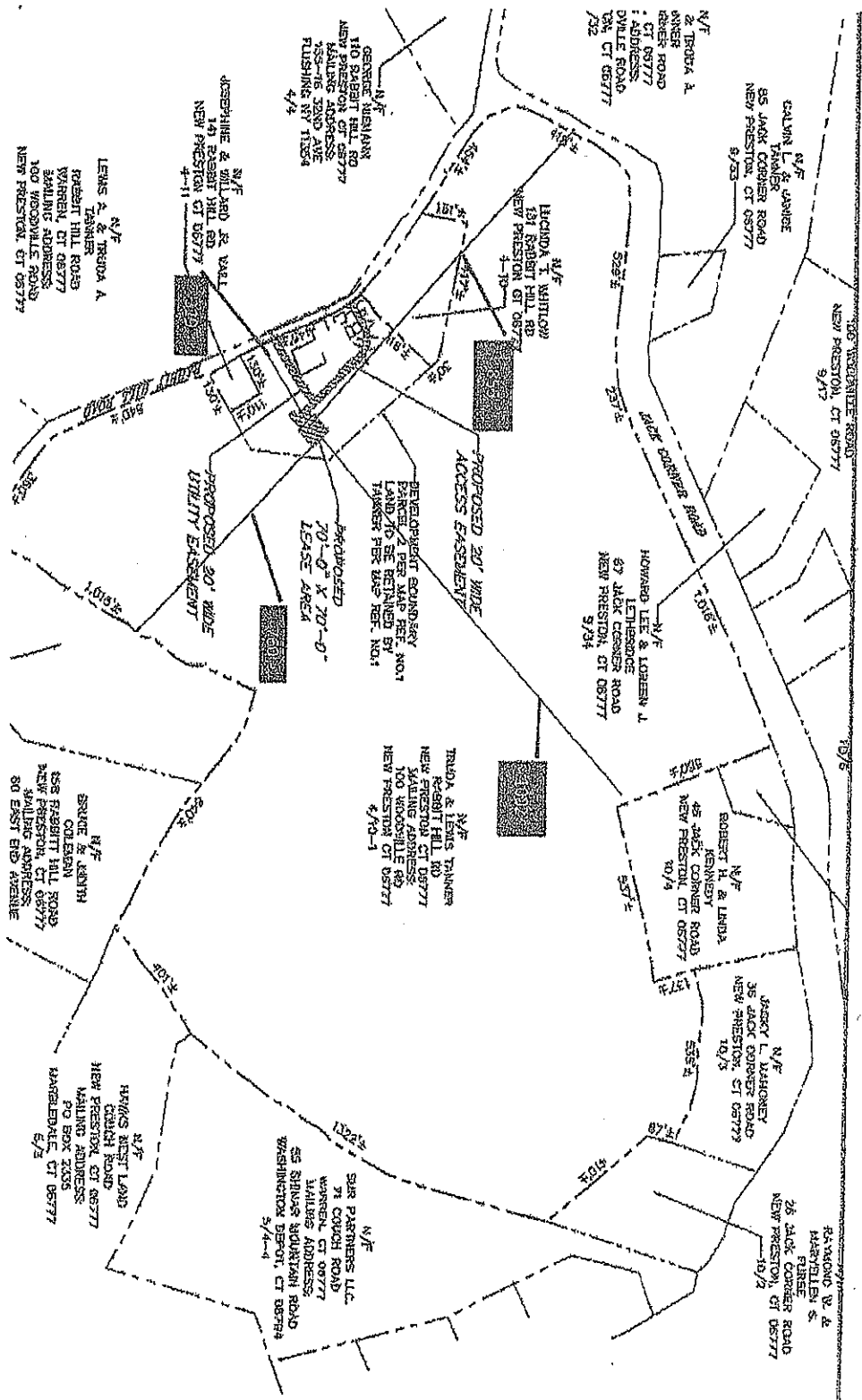
The Leased Parcel shall be a 4,900 square foot portion of the property located in the Town of Warren, County of Litchfield, State of Connecticut:

Commencing at a point in the Easterly line of said highway at an iron pipe about 1000 feet, more or less, Southerly from the dwelling house of the grantor and Winifred K. Howland, running thence Easterly 130 feet, more or less, to another iron pipe; running thence Southerly 110 feet, more or less, to an iron pipe in line of fence; running thence Westerly 130 feet, more or less, to another iron pipe in the Easterly line of said highway; running thence Northerly to the Easterly line of said highway 110 feet, more or less, to point and place of beginning.

Bounded as follows:

Westerly by highway; and on all other sides by land of grantor, and Winifred K. Howland.

Site Sketch attached on the following page.



GEORGE MISHMAN  
110 RABBIT HILL RD  
NEW PRESTON, CT 06777  
MAILING ADDRESS  
253-76 32ND AVE  
FLUSHING NY 11354  
4/3

JOSAPHINE & WILMO & VASEL  
149 RABBIT HILL RD  
NEW PRESTON, CT 06777  
4-11

LEWIS & TRUDIA A  
FOREST HILL ROAD  
WARREN, CT 06777  
MAILING ADDRESS  
180 WOODVILLE ROAD  
NEW PRESTON, CT 06777

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

HOWARD LEE & LOREEN L  
87 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
5/24

ROBERT H & LINDA  
45 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/4

MARCY L. MARGREY  
30 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/3

RAYMOND W & MARYELLEN S  
FINEE  
26 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/2

GEORGE MISHMAN  
110 RABBIT HILL RD  
NEW PRESTON, CT 06777  
MAILING ADDRESS  
253-76 32ND AVE  
FLUSHING NY 11354  
4/3

JOSAPHINE & WILMO & VASEL  
149 RABBIT HILL RD  
NEW PRESTON, CT 06777  
4-11

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

HOWARD LEE & LOREEN L  
87 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
5/24

ROBERT H & LINDA  
45 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/4

MARCY L. MARGREY  
30 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/3

RAYMOND W & MARYELLEN S  
FINEE  
26 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/2

GEORGE MISHMAN  
110 RABBIT HILL RD  
NEW PRESTON, CT 06777  
MAILING ADDRESS  
253-76 32ND AVE  
FLUSHING NY 11354  
4/3

JOSAPHINE & WILMO & VASEL  
149 RABBIT HILL RD  
NEW PRESTON, CT 06777  
4-11

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

HOWARD LEE & LOREEN L  
87 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
5/24

ROBERT H & LINDA  
45 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/4

MARCY L. MARGREY  
30 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/3

RAYMOND W & MARYELLEN S  
FINEE  
26 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/2

GEORGE MISHMAN  
110 RABBIT HILL RD  
NEW PRESTON, CT 06777  
MAILING ADDRESS  
253-76 32ND AVE  
FLUSHING NY 11354  
4/3

JOSAPHINE & WILMO & VASEL  
149 RABBIT HILL RD  
NEW PRESTON, CT 06777  
4-11

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

TRUDIA & LEWIS TRUNKER  
100 WOODVILLE RD  
NEW PRESTON, CT 06777  
4/29-1

HOWARD LEE & LOREEN L  
87 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
5/24

ROBERT H & LINDA  
45 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/4

MARCY L. MARGREY  
30 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/3

RAYMOND W & MARYELLEN S  
FINEE  
26 JACK CORNER ROAD  
NEW PRESTON, CT 06777  
10/2

OPTION "B"

The Leased Parcel shall be a 4,900 square foot portion of the property located in the Town of Warren, County of Litchfield, State of Connecticut:

Commencing at a point in the Easterly line of said highway at an iron pipe about 1000 feet, more or less, Southerly from the dwelling house of the grantor and Winifred M. Howland, running thence Easterly 130 feet, more or less, to another iron pipe; running thence Southerly 110 feet, more or less, to an iron pipe in line of fence; running thence Westerly 130 feet, more or less, to another iron pipe in the Easterly line of said highway; running thence Northerly to the Easterly line of said highway 110 feet, more or less, to point and place of beginning.....  
Bounded by.....  
Westerly by highway; and on all other sides by land of grantor, and Winifred M. Howland.

Site Sketch attached on the following page.



