

**SITE 1**

**271 DAYTON ROAD**

Transportation  
Land Development  
Environmental  
Services



*Vanasse Hangen Brustlin, Inc.*

54 Tuttle Place  
Middletown, Connecticut 06457  
860 632-1500  
FAX 860 632-7879

**Memorandum**

To: Ms. Alexandria Carter  
Verizon Wireless  
99 East River Drive  
East Hartford, Connecticut 06108

Date: August 18, 2009

Project No.: 41479.30

From: Dean Gustafson  
Senior Environmental Scientist

Re: USFWS Compliance Determination  
Glastonbury South 2  
271 Dayton Road  
Glastonbury, Connecticut

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Policies regarding potential conflicts between proposed telecommunications facilities and federally-listed endangered and threatened species are detailed in a January 2, 2009 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. The Project Site is located in Glastonbury, Connecticut (Hartford County) as detailed below. No federally-listed endangered or threatened species are known to occur in Glastonbury, Connecticut (refer to the enclosed USFWS listing) and as such the proposed development will not result in an adverse affect to any federally-listed endangered or threatened species. A copy of the January 2, 2009 USFWS policy statement as well as a January 2, 2009 USFWS letter regarding federally-listed endangered and threatened species in Glastonbury, Connecticut are enclosed for reference.

The bald eagle has been delisted and maintains protection under the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). No bald eagle nests, roosting or foraging areas were observed on the subject property or are known to exist on the surrounding properties. Therefore, the proposed telecommunications facility will not result in disturbance<sup>1</sup> to Bald Eagles.

Project Site:

**State:** Connecticut

**County:** Hartford

**Address:** 271 Dayton Road, Glastonbury, Connecticut

**Latitude/Longitude Coordinates:** N41°38'45.507" W72°35'40.075"

**Size of Property:** 13.7 acres

**Watershed:** Connecticut River (basin # 4000)

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<sup>1</sup> "Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior." (Eagle Act)



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**USFWS January 2, 2009  
Telecommunications Policy Statement  
and Federally-Listed Endangered and  
Threatened Species in Connecticut  
USFWS January 2, 2009  
No Known Federally-Listed or  
Endangered Species Letter**



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087  
<http://www.fws.gov/northeast/newenglandfieldoffice>

January 2, 2009

To Whom It May Concern:

The U.S. Fish and Wildlife Service's (Service) New England Field Office has determined that individual project review for certain types of activities associated with communication towers is **not required**. These comments are submitted in accordance with provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Due to the rapid expansion of the telecommunication industry, we are receiving a growing number of requests for review of **existing** and **new** telecommunication facilities in relation to the presence of federally-listed or proposed, threatened or endangered species, critical habitat, wilderness areas and/or wildlife preserves. We have evaluated our review process for proposed communications towers and believe that individual correspondence with this office is not required for the following types of actions relative to **existing** facilities:

1. the re-licensing of existing telecommunication facilities;
2. audits of existing facilities associated with acquisition;
3. routine maintenance of existing tower sites, such as painting, antenna or panel replacement, upgrading of existing equipment, etc.;
4. co-location of new antenna facilities on/in existing structures;
5. repair or replacement of existing towers and/or equipment, provided such activities do not significantly increase the existing tower mass and height, or require the addition of guy wires.

In order to curtail the need to contact this office in the future for individual environmental review for **existing** communication towers or antenna facilities, please note that we are not aware of any federally-listed, threatened or endangered species that are being adversely affected by any existing communication tower or antenna facility in the following states: Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts. Furthermore, we are not aware of any **existing** telecommunication towers in federally-designated critical habitats, wilderness areas or wildlife preserves. Therefore, no further consultation with this office relative to the impact of the above referenced activities on federally-listed species is required.

Future Coordination with this Office Relative to New Telecommunication Facilities

We have determined that proposed projects are not likely to adversely affect any federally-listed or proposed species when the following steps are taken to evaluate new telecommunication facilities:

1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will be affected, do not require further review.
2. If the above criteria cannot be met, your review of our lists of threatened and endangered species locations within Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts may confirm that no federally-listed endangered or threatened species are known to occur in the town or county where the project is proposed.
3. If a listed species is present in the town or county where the project is proposed, further review of our lists of threatened and endangered species may allow you to conclude that suitable habitat for the species will not be affected. Based on past experiences, we anticipate that there will be few, if any, projects that are likely to impact piping plovers, roseate terns, bog turtles, Jesup's milk-vetch or other such species that are found on coastal beaches, riverine habitats or in wetlands because communication towers typically are not located in these habitats.

For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the species lists remain valid until January 1, 2010. Updated consultation letters and species lists are available on our website:

(<http://www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm>)

Thank you for your cooperation, and please contact Mr. Anthony Tur at 603-223-2541 for further assistance.

Sincerely yours,



Thomas R. Chapman  
Supervisor  
New England Field Office

**FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES  
IN CONNECTICUT**

COUNTY	SPECIES	FEDERAL STATUS	GENERAL LOCATION/HABITAT	TOWNS
Fairfield	Piping Plover	Threatened	Coastal Beaches	Westport, Bridgeport and Stratford
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Westport and Stratford
	Bog Turtle	Threatened	Wetlands	Ridgefield and Danbury.
Hartford	Dwarf wedgemussel	Endangered	Farmington and Podunk Rivers	South Windsor, East Granby, Simsbury, Avon and Bloomfield.
Litchfield	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Sharon.
	Bog Turtle	Threatened	Wetlands	Sharon and Salisbury.
Middlesex	Roseate Tern	Endangered	Coastal beaches, islands and the Atlantic Ocean	Westbrook and New London.
	Piping Plover	Threatened	Coastal Beaches	Clinton, Westbrook, Old Saybrook.
New Haven	Bog Turtle	Threatened	Wetlands	Southbury
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Branford, Guilford and Madison
New London	Piping Plover	Threatened	Coastal Beaches	Old Lyme, Waterford, Groton and Stonington.
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	East Lyme and Waterford.
	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Waterford
Tolland	None			

-Eastern cougar, gray wolf, seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

-There is no federally-designated Critical Habitat in Connecticut.

7/31/2008



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087  
<http://www.fws.gov/northeast/newenglandfieldoffice>

January 2, 2009

To Whom It May Concern:

This project was reviewed for the presence of federally-listed or proposed, threatened or endangered species or critical habitat per instructions provided on the U.S. Fish and Wildlife Service's New England Field Office website:

(<http://www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm>)

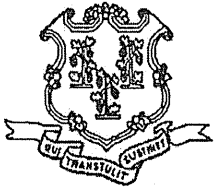
Based on the information currently available, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (Service) are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under Section 7 of the Endangered Species Act is not required.

This concludes the review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

Thank you for your cooperation. Please contact Mr. Anthony Tur at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Thomas R. Chapman  
Supervisor  
New England Field Office



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FRANKLIN WILDLIFE MANAGEMENT AREA



391 ROUTE 32  
NORTH FRANKLIN, CT 06254  
TELEPHONE: (860) 642-7239

June 23, 2009

Ms. Coreen Kelsey  
Vanasse Hangen Brustlin, Inc.  
54 Tuttle Place  
Middletown, CT 06457

re: proposed telecommunication facility, Glastonbury South 2, Glastonbury

Dear Ms. Kelsey:

Your request was forwarded to me on 6/22/09 from Dawn McKay of the Department of Environmental Protection's (DEP) Natural Diversity Data Base (NDDDB). Their records indicate that a state endangered species, the timber rattlesnake (*Crotalus horridus*) has been documented in the vicinity of this project.

This project will have no impact on timber rattlesnakes.

Standard protocols for protection of wetlands should be followed and maintained during the course of the project. Additionally, all silt fencing should be removed after soils are stable so that reptile and amphibian movement between uplands and wetlands is not restricted.

Consultation with the Wildlife Division should not be substituted for site-specific surveys that may be required for environmental assessments. If the proposed project has not been initiated within 6 months of this review, contact the NDDDB for an updated review. If you have any additional questions, please feel free to contact me at [Julie.Victoria@ct.gov](mailto:Julie.Victoria@ct.gov), please reference the NDDDB # at the bottom of this letter when you e-mail. Thank you for the opportunity to comment.

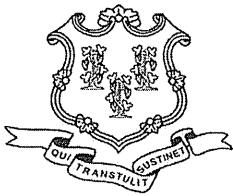
Sincerely,

Julie Victoria  
Wildlife Biologist  
Franklin Swamp Wildlife Management Area  
391 Route 32  
N. Franklin, CT 06254

cc: NDDDB - 16960







STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Natural Resources  
Division of Wildlife  
79 Elm Street, 6<sup>th</sup> Floor  
Hartford, CT 06106  
Natural Diversity Data Base



June 19, 2009

Ms. Coreen Kelsey  
Vanasse Hangen Brustlin, Inc.  
54 Tuttle Place  
Middletown, CT 06457

RE: Proposed Telecommunications Facility, Glastonbury South 2, South Glastonbury, CT

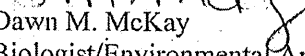
Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed telecommunications facility, Glastonbury South 2, South Glastonbury, CT. According to our information, there are records for State Endangered *Crotalus horridus* (timber rattlesnake) from the vicinity of this project site. I have sent your letter to Julie Victoria (DEP-Wildlife; 860-642-7239) for further review. She will write to you directly with her comments.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Environmental Protection's Geological and Natural History Survey and cooperating units of DEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substitutes for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

Please contact me if you have further questions at (860) 424-3592. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEP for the proposed site.

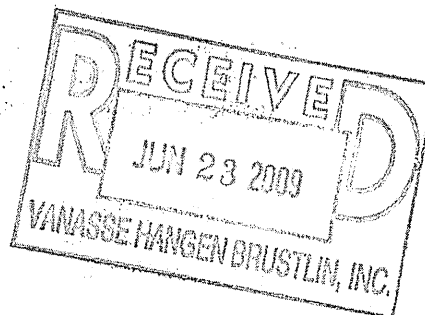
Sincerely,

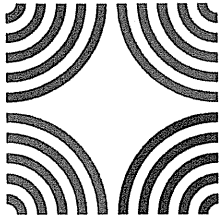
  
Dawn M. McKay  
Biologist/Environmental Analyst

cc: Julie Victoria, NDDDB#16960

DMM/hwo

(Printed on Recycled Paper)  
79 Elm Street • Hartford, CT 06106-5127  
www.ct.gov/dep  
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Connecticut Commission on Culture & Tourism

July 10, 2009

Historic Preservation  
and Museum Division

One Constitution Plaza  
Second Floor  
Hartford, Connecticut  
06103

860.256.2800  
860.256.2763 (f)

Ms. Coreen Kelsey  
Vanasse Hangen Brustlin Inc.  
54 Tuttle Place  
Middletown, CT 06457-1847

Subject: Verizon Wireless Telecommunications Facility  
271 Dayton Road  
Glastonbury, CT  
Glastonbury South 2 CT

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the above-named project. This office expects that the proposed undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places.

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking.

This comment is provided in accordance with the National Historic Preservation Act and the Connecticut Environmental Policy Act.

For further information, please contact Dr. David A. Poirier, Staff Archaeologist.

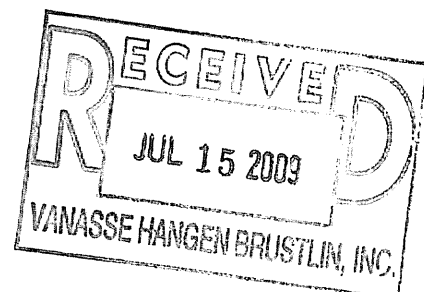
Sincerely,

David Bahlman  
Deputy State Historic Preservation Officer

CONNECTICUT

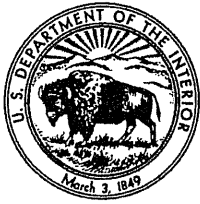
[www.cultureandtourism.org](http://www.cultureandtourism.org)

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**SITE 2**

**DAYTON ROAD**



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087  
<http://www.fws.gov/northeast/newenglandfieldoffice>



January 2, 2009

To Whom It May Concern:

The U.S. Fish and Wildlife Service's (Service) New England Field Office has determined that individual project review for certain types of activities associated with communication towers is **not required**. These comments are submitted in accordance with provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Due to the rapid expansion of the telecommunication industry, we are receiving a growing number of requests for review of **existing** and **new** telecommunication facilities in relation to the presence of federally-listed or proposed, threatened or endangered species, critical habitat, wilderness areas and/or wildlife preserves. We have evaluated our review process for proposed communications towers and believe that individual correspondence with this office is not required for the following types of actions relative to **existing** facilities:

1. the re-licensing of existing telecommunication facilities;
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4. co-location of new antenna facilities on/in existing structures;
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In order to curtail the need to contact this office in the future for individual environmental review for **existing** communication towers or antenna facilities, please note that we are not aware of any federally-listed, threatened or endangered species that are being adversely affected by any existing communication tower or antenna facility in the following states: Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts. Furthermore, we are not aware of any **existing** telecommunication towers in federally-designated critical habitats, wilderness areas or wildlife preserves. Therefore, no further consultation with this office relative to the impact of the above referenced activities on federally-listed species is required.

Future Coordination with this Office Relative to New Telecommunication Facilities

We have determined that proposed projects are not likely to adversely affect any federally-listed or proposed species when the following steps are taken to evaluate new telecommunication facilities:

1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will be affected, do not require further review.
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For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the species lists remain valid until January 1, 2010. Updated consultation letters and species lists are available on our website:

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Thank you for your cooperation, and please contact Mr. Anthony Tur at 603-223-2541 for further assistance.

Sincerely yours,



Thomas R. Chapman  
Supervisor  
New England Field Office

**FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES  
IN CONNECTICUT**

COUNTY	SPECIES	FEDERAL STATUS	GENERAL LOCATION/HABITAT	TOWNS
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	Piping Plover	Threatened	Coastal Beaches	Clinton, Westbrook, Old Saybrook.
New Haven	Bog Turtle	Threatened	Wetlands	Southbury
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven
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Tolland	None			

-Eastern cougar, gray wolf, seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

-There is no federally-designated Critical Habitat in Connecticut.

7/31/2008



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
New England Field Office  
70 Commercial Street, Suite 300  
Concord, New Hampshire 03301-5087  
<http://www.fws.gov/northeast/newenglandfieldoffice>

January 2, 2009

To Whom It May Concern:

This project was reviewed for the presence of federally-listed or proposed, threatened or endangered species or critical habitat per instructions provided on the U.S. Fish and Wildlife Service's New England Field Office website:

(<http://www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm>)

Based on the information currently available, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (Service) are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under Section 7 of the Endangered Species Act is not required.

This concludes the review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

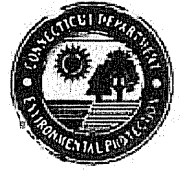
Thank you for your cooperation. Please contact Mr. Anthony Tur at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Thomas R. Chapman  
Supervisor  
New England Field Office



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FRANKLIN WILDLIFE MANAGEMENT AREA



391 ROUTE 32  
NORTH FRANKLIN, CT 06254  
TELEPHONE: (860) 642-7239

July 7, 2009

Mr. David A. Jermakian  
Dynamic Environmental Associates, Inc.  
3850 Lake Street  
Macon GA 31204

re: proposed telecommunication facility, Dayton Road, South Glastonbury, CT

Dear Mr. Jermakian:

Your request was forwarded to me on 7/2/09 from Dawn McKay of the Department of Environmental Protection's (DEP) Natural Diversity Data Base (NDDB). Their records indicate that a state endangered species, the timber rattlesnake (*Crotalus horridus*) has been documented in the vicinity of this project.

This project will have no impact on timber rattlesnakes.

Standard protocols for protection of wetlands should be followed and maintained during the course of the project. Additionally, all silt fencing should be removed after soils are stable so that reptile and amphibian movement between uplands and wetlands is not restricted.

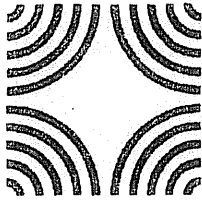
Consultation with the Wildlife Division should not be substituted for site-specific surveys that may be required for environmental assessments. If the proposed project has not been initiated within 6 months of this review, contact the NDDB for an updated review. If you have any additional questions, please feel free to contact me at [Julie.Victoria@ct.gov](mailto:Julie.Victoria@ct.gov), please reference the NDDB # at the bottom of this letter when you e-mail. Thank you for the opportunity to comment.

Sincerely,

Julie Victoria  
Wildlife Biologist  
Franklin Swamp Wildlife Management Area  
391 Route 32  
N. Franklin, CT 06254

cc: NDDB - 17005





Connecticut Commission on Culture & Tourism

June 1, 2009

Historic Preservation  
and Museum Division

One Constitution Plaza  
Second Floor  
Hartford, Connecticut  
06103

860.256.2800  
860.256.2763 (f)

Ms. Virginia M. Janssen  
Dynamic Environmental Associates Inc.  
3850 Lake Street, Suite C  
Macon, GA 31204

Subject: Message Center Management Inc.  
Telecommunications Facilities  
7 Dayton Road  
Glastonbury, CT  
DEA No. 20807029

Dear Ms. Janssen:

The State Historic Preservation Office has reviewed the above-named project. This office expects that the proposed undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places.

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking.

This comment is provided in accordance with the National Historic Preservation Act and the Connecticut Environmental Policy Act.

For further information, please contact Dr. David A. Poirier, Staff Archaeologist.

Sincerely,

David Bahlman  
Deputy State Historic Preservation Officer

CONNECTICUT

[www.cultureandtourism.org](http://www.cultureandtourism.org)

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20807029

**SITE 1**

**271 DAYTON ROAD**

Transportation  
Land Development  
Environmental  
Services



Vanasse Hangen Brustlin, Inc.

54 Tuttle Place  
Middletown, Connecticut 06457  
860 632-1500  
FAX 860 632-7879

**Memorandum**

To: Ms. Alexandria Carter  
Verizon Wireless  
99 East River Drive  
East Hartford, CT 06108

Date: August 4, 2009

Project No.: 41479.30

From: Dean Gustafson  
Professional Soil Scientist

Re: Wetland Compliance  
Glastonbury South 2  
271 Dayton Road  
South Glastonbury, Connecticut

---

Vanasse Hangen Brustlin, Inc. (VHB) previously completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site.

The property is primarily forested developed with a residence and gravel driveway from Dayton Road. Based on a review of plans prepared by Natcomm, Inc. (date 05/20/09, latest revised date 07/20/09) VHB understands that Verizon Wireless proposes to construct a wireless telecommunications facility in the central portion of the subject property approximately 60 feet north of the existing gravel driveway. A forested wetland system was identified on April 25, 2009 along the south property boundary as close as 40± feet south of the existing driveway near the entrance from Dayton Road. No improvements to the existing driveway are proposed. The wireless telecommunications facility proposed by Verizon Wireless is 175± feet north of the nearest portion of the identified wetland system. Therefore, since no direct impact to wetlands will occur as a result of the proposed Verizon Wireless development and there is a significant buffer separating the facility from the nearest wetland, no likely adverse impact to wetlands will result from the proposed project.

In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, **NO significant change in surface features** (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.



**WETLANDS DELINEATION REPORT**

*Vanasse Hangen Brustlin, Inc.*

**Date:** June 11, 2009  
**Project No.:** 41479.30  
**Prepared For:** Ms. Alexandria Carter  
Verizon Wireless  
99 East River Drive  
East Hartford, Connecticut 06108  
**Site Location:** Glastonbury South 2  
271 Dayton Road  
South Glastonbury, Connecticut  
**Site Map:** Wetland Sketch, 04/25/09, VHB  
**Inspection Date:** April 25, 2009  
**Field Conditions:** Weather: sunny, low 60's  
Snow Depth: N/A  
General Soil Moisture: moist  
Frost Depth: N/A

**Type of Wetlands Identified and Delineated:**

Connecticut Inland Wetlands and Watercourses   
Connecticut Tidal Wetlands   
U.S. Army Corps of Engineers

**Inland Wetland Regulated Upland Review Areas:** Wetlands: 100 feet\* Watercourses: 100 feet\*  
\*draft regulations expand the upland review area to 200 feet

**Field Numbering Sequence of Wetlands Boundary:** WF 1-01 to 1-22  
[as depicted on attached wetland sketch map]

*The classification systems of the National Cooperative Soil Survey, the U.S. Department of Agriculture, Natural Resources Conservation Service, County Soil Survey Identification Legend, Connecticut Department of Environmental Protection and United States Army Corps of Engineers New England District were used in this investigation.*

*All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.*

The wetlands delineation was conducted and reviewed by:

Dean Gustafson  
Professional Soil Scientist

Enclosures

# Attachments

- 
- Wetland Delineation Field Form
  - Soil Map
  - Soil Report
  - Wetland Delineation Sketch Map

**Wetland Delineation Field Form**

Project Address:	Glastonbury South 2 271 Dayton Road South Glastonbury, Connecticut	Project Number:	41479.30
Inspection Date:	4/25/09	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 1		

Field Conditions:	Weather: sunny, low 60's	Snow Depth: N/A
	General Soil Moisture: moist	Frost Depth: N/A
Type of Wetland Delineation:	CT Inland <input checked="" type="checkbox"/>	
	CT Tidal <input type="checkbox"/>	
	ACOE <input type="checkbox"/>	
Field Numbering Sequence: WF 1-01 to 1-22		

**WETLAND HYDROLOGY:**

**NONTIDAL**

Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input checked="" type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments:		

**TIDAL**

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>	
Comments: N/A		

**WETLAND TYPE:**

**SYSTEM:**

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments:		

**CLASS:**

Emergent <input checked="" type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments:		

**WATERCOURSE TYPE:**

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Comments: N/A		

**SPECIAL AQUATIC HABITAT:**

Vernal Pool <input type="checkbox"/>	Other <input type="checkbox"/>	
Comments: N/A		

**Wetland Delineation Field Form (Cont.)**

**MAPPED SOILS:**

SOIL SERIES (Map Unit Symbol)	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury, Leicester, and Whitman soils (3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Charlton-Chatfield complex (73)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hollis-Chatfield-Rock outcrop complex (75)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

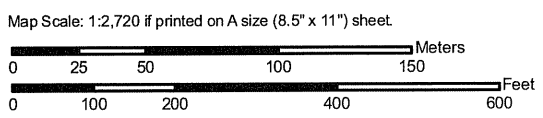
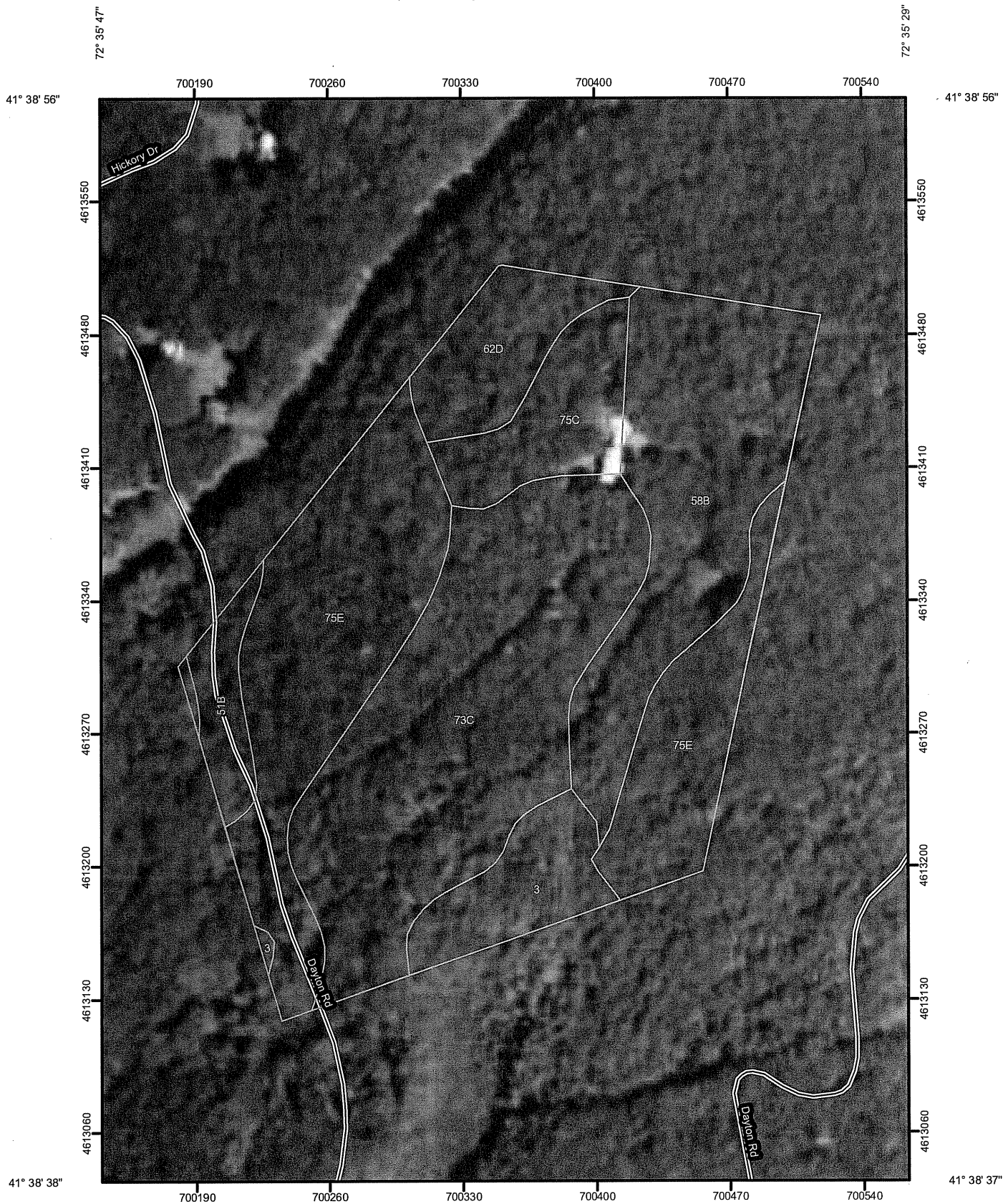
**DOMINANT PLANTS:**

red maple ( <i>Acer rubrum</i> )	highbush blueberry ( <i>Vaccinium corymbosum</i> )
spicebush ( <i>Clethra alnifolia</i> )	northern arrowwood ( <i>Viburnum dentatum</i> )
skunk cabbage ( <i>Symplocarpus foetidus</i> )	winterberry ( <i>Ilex verticillata</i> )
green ash ( <i>Fraxinus pennsylvanica</i> )	

**WETLAND NARRATIVE:**

Wetland 1 was identified as a palustrine forested wetland located approximately 200 feet southeast of the proposed development. This wetland consists of a hillside seep (located nearest to the site) that flows and expands to the south into a larger forested wetland system. This wetland feature is dominated by red maple (*Acer rubrum*), highbush blueberry (*Vaccinium corymbosum*), spicebush (*Clethra alnifolia*), northern arrowwood (*Viburnum dentatum*), winterberry (*Ilex verticillata*), skunk cabbage (*Symplocarpus foetidus*), and green ash (*Fraxinus pennsylvanica*).

Soil Map—State of Connecticut  
(Glastonbury South 2 Soils Map)





## MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Cities
	Gravelly Spot		Water Features
	Landfill		Oceans
	Lava Flow		Streams and Canals
	Marsh or swamp		Transportation
	Mine or Quarry		Rails
	Miscellaneous Water		Interstate Highways
	Perennial Water		US Routes
	Rock Outcrop		Major Roads
	Saline Spot		Local Roads
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

## MAP INFORMATION

Map Scale: 1:2,720 if printed on A size (8.5" x 11") sheet.  
 The soil surveys that comprise your AOI were mapped at 1:12,000.  
 Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
 Coordinate System: UTM Zone 18N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut  
 Survey Area Data: Version 6, Mar 22, 2007  
 Date(s) aerial images were photographed: 8/14/2006

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

State of Connecticut (CT600)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Ridgebury, Leicester, and Whitman soils, extremely stony	1.3	5.9%
51B	Sutton fine sandy loam, 2 to 8 percent slopes, very stony	0.7	3.2%
58B	Gloucester gravelly sandy loam, 3 to 8 percent slopes, very stony	4.2	19.6%
62D	Canton and Charlton soils, 15 to 35 percent slopes, extremely stony	1.3	6.2%
73C	Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky	6.5	30.4%
75C	Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes	1.4	6.7%
75E	Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes	6.0	28.1%
<b>Totals for Area of Interest</b>		<b>21.4</b>	<b>100.0%</b>

## Map Unit Description (Brief)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the selected area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit. A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The "Map Unit Description (Brief)" report gives a brief, general description of the major soils that occur in a map unit. Descriptions of nonsoil (miscellaneous areas) and minor map unit components may or may not be included. This description is written by the local soil scientists responsible for the respective soil survey area data. A more detailed description can be generated by the "Map Unit Description" report.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Report—Map Unit Description (Brief)

### State of Connecticut

**Description Category:** SOI

**Map Unit:** 3—Ridgebury, Leicester, and Whitman soils, extremely stony

Ridgebury, Leicester And Whitman Soils, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 50 inches (940 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 40 percent Ridgebury soils, 35 percent Leicester soils, 15 percent Whitman soils. 10 percent minor components. Ridgebury soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is 20 to 30 inches to densic material. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 2.5 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 3 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 5 inches; fine sandy loam 5 to 14 inches; fine sandy loam 14 to 21 inches; fine sandy loam 21 to 60 inches; sandy loam Leicester soils This component occurs on upland drainageway and depression landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 7.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 9 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 7 inches; fine sandy loam 7 to 10 inches; fine sandy loam 10 to 18 inches; fine sandy loam 18 to 24 inches; fine sandy loam 24 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam Whitman soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from gneiss, schist, and granite. The slope ranges from 0 to 2 percent and the runoff class is very low. The depth to a restrictive feature is 12 to 20 inches to densic material. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 1.9 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is occasional. The minimum depth to a seasonal water table, when present, is about 0 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 9 inches; fine sandy loam 9 to 16 inches; fine sandy loam 16 to 22 inches; fine sandy loam 22 to 60 inches; fine sandy loam

**Map Unit:** 51B—Sutton fine sandy loam, 2 to 8 percent slopes, very stony

**Sutton Fine Sandy Loam, 2 To 8 Percent Slopes, Very Stony** This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Sutton soils. 20 percent minor components. Sutton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 2 to 8 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 7.3 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 6 inches; fine sandy loam 6 to 12 inches; fine sandy loam 12 to 24 inches; fine sandy loam 24 to 28 inches; fine sandy loam 28 to 36 inches; gravelly fine sandy loam 36 to 65 inches; gravelly sandy loam

**Map Unit:** 58B—Gloucester gravelly sandy loam, 3 to 8 percent slopes, very stony

**Gloucester Gravelly Sandy Loam, 3 To 8 Percent Slopes, Very Stony** This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 50 degrees F. (7 to 10 degrees C.) This map unit is 80 percent Gloucester soils. 20 percent minor components. Gloucester soils This component occurs on upland hill landforms. The parent material consists of sandy and gravelly melt-out till derived from schist, granite, and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 3.0 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; gravelly sandy loam 4 to 12 inches; gravelly sandy loam 12 to 25 inches; very gravelly loamy sand 25 to 35 inches; very gravelly loamy coarse sand 35 to 60 inches; very gravelly loamy coarse sand

**Map Unit:** 62D—Canton and Charlton soils, 15 to 35 percent slopes, extremely stony

Canton And Charlton Soils, 15 To 35 Percent Slopes, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Canton soils, 35 percent Charlton soils. 20 percent minor components Canton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from schist, granite, and gneiss. The slope ranges from 15 to 35 percent and the runoff class is medium. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 5.6 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 3 inches; gravelly fine sandy loam 3 to 15 inches; gravelly loam 15 to 24 inches; gravelly loam 24 to 30 inches; gravelly loam 30 to 60 inches; very gravelly loamy sand Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 15 to 35 percent and the runoff class is medium. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam

**Map Unit:** 73C—Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky

Charlton-Chatfield Complex, 3 To 15 Percent Slopes, Very Rocky This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Charlton soils, 30 percent Chatfield soils. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist and gneiss. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock

**Map Unit:** 75C—Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes

Hollis-Chatfield-Rock Outcrop Complex, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 3 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

**Map Unit:** 75E—Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes



Hollis-Chatfield-Rock Outcrop Complex, 15 To 45 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 15 to 45 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

## Data Source Information

Soil Survey Area: State of Connecticut  
Survey Area Data: Version 6, Mar 22, 2007

PROPOSED 20' WIDE UTILITY EASEMENT FROM EXIST'G UTILITY POLE TO PROPOSED UTILITY BACKBOARD

PROPOSED LESSEE TRANSFORMER, UTILITY SERVICE BACKBOARD AND PIPE BOLLARDS

PROPOSED LESSEE 100'x100' LEASE AREA

EXISTING UTILITY POLE, SNET #4757.

PROPOSED LESSEE 12' WIDE GRAVEL ACCESS DRIVE  
 PROPOSED LESSEE 20' WIDE ACCESS EASEMENT. SEE KEY PLAN THIS SHEET FOR CONTINUATION.

PROPOSED LESSEE 8' TALL GALV'D CHAINLINK FENCE AT PERIMETER OF COMPOUND.

FUTURE WIRELESS EQUIP.  
 FUTURE WIRELESS EQUIP.

PROPOSED LESSEE 12'x30' EQUIPMENT SHELTER AND ASSOCIATED COAX CABLE ICE BRIDGE  
 PROPOSED LESSEE 117'± MONOPINE TOWER.  
 FUTURE WIRELESS CARRIER EQUIPMENT LOCATION, TYP.

PROPOSED LESSEE 75'±x50'± FENCED AND GRAVELED COMPOUND AREA WITH 12' WIDE ACCESS GATE

PROPOSED LESSEE 20' WIDE UTILITY EASEMENT FROM EXIST'G UTILITY POLE TO PROPOSED UTILITY BACKBOARD

EXISTING UTILITY POLE, SNET #4757.

PROPERTY LINE, TYP.

EXISTING UTILITY POLE, SNET #4758.

EXISTING UTILITY POLE, SNET #4759.

EXISTING RESIDENCE

APPROXIMATE TOWER COORDINATES:  
 (TAKEN IN FIELD)  
 LAT: 41°-38'-45"  
 LONG: 72°-55'-41"  
 GROUND ELEVATION:  
 (TAKEN FROM TOPO MAP) 380' ± A.M.S.L.

**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



1  
L-1

**COMPOUND PLAN**  
 SCALE: 1" = 30'

GRAPHIC SCALE



1  
L-2

**SITE KEY PLAN**  
 SCALE: 1" = 200'



EXISTING DIRT/GRAVEL DRIVEWAY.  
 PROPOSED LESSEE 2' WIDE GRAVEL ACCESS DRIVE EXTENDING FROM PROPOSED SITE.  
 PROPOSED LESSEE 20' WIDE ACCESS EASEMENT OUT TO DAYTON ROAD.

WF 22  
 I 200 FT.

4/25/09 DEG

**VANASSE HANGEN BOSTLIN**  
**WESTLAND STREET**

SHEET NO.  
 L-1

**VERIZON WIRELESS**  
**GLASTONBURY SOUTH 2**  
 271 DAYTON ROAD  
 SOUTH GLSTONBURY, CT

**NATCOMM**  
 CONSULTING ENGINEER

203-488-0580 f: 203-488-8587  
 natcomm.com e: info@nat-comm.com  
 2 N. Branford Rd. Branford, CT 06405

PROFESSIONAL ENGINEER SEAL

DATE	BY	DESCRIPTION
AT 03/18/09	DMD	REVISED LEASE EXHIBIT - EXISTING ACCESS
AT 03/17/09	BY	LEASE EXHIBIT - REVIEW
REV:	DATE	DRAWN BY

**SITE 2**

**DAYTON ROAD**

**SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.**

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837  
FAX (203) 272-6698

**WETLANDS/WATERCOURSES AND SOIL REPORT**

To: URS Corporation SSES Job No: 2008-161-GT-GLA-1  
ATTN: Alitz Abadjian Client Job No: \_\_\_\_\_  
500 Enterprise Drive  
Rocky Hill, CT 06067 Site Inspection Date: July 17, 2008

**PROJECT TITLE AND LOCATION:** Parcel W7 (39 acres), northeast portion of property,  
Dayton Road, Glastonbury, CT

**IDENTIFICATION OF WETLANDS AND WATERCOURSES RESOURCES**

WETLANDS AND WATERCOURSES PRESENT ON PROPERTY: Yes XX No \_\_\_\_\_

Wetlands: Inland Wetlands XX Watercourses: Streams XX  
Tidal Wetlands \_\_\_\_\_ Waterbodies XX

Remarks: \_\_\_\_\_

**VEGETATION COMMUNITIES PRESENT IN WETLANDS**

Forest XX Sapling/Shrub XX Wet Meadow \_\_\_\_\_ Marsh \_\_\_\_\_ Field/Lawn \_\_\_\_\_

**SOIL MOISTURE CONDITION**

Dry XX  
Moist XX  
Wet \_\_\_\_\_

**WINTER CONDITIONS**

Frost Depth: \_\_\_\_\_ inches  
Snow Depth: \_\_\_\_\_ inches

*The classification system of the National Cooperative Soil Survey, USDA, Natural Resources Conservation Service and the State Soil Legend were used in this investigation. The investigation was conducted by the undersigned Registered Soil Scientist. A sketch map showing wetland boundaries and the numbering sequence of wetland markers, watercourses and soil types in both wetland and non-wetlands are included with this report. After the wetland boundary and/or watercourse flags have been located/plotted by the surveyor, it is recommended that a copy of the survey map be sent to our firm for review. All wetland boundary lines established by the undersigned Registered Soil Scientist are subject to change until officially adopted by local, state or federal regulatory agencies.*

Respectfully Submitted by

**SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.**

*Thomas W. Pietras*

Thomas W. Pietras  
Registered Professional Soil Scientist  
Professional Wetland Scientist

SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837  
FAX (203) 272-6698

WETLANDS/WATERCOURSES AND SOIL REPORT

PROJECT TITLE AND LOCATION: Parcel W7, northeast portion of property, Dayton Road, Glastonbury, CT

NUMBERING SEQUENCE OF WETLAND BOUNDARY LINE MARKERS:

Wetlands: orange survey tapes - 1 thru 10

Watercourse pond: pink survey tapes - 100 thru 109

SOILS SECTION:

Soil Legend: State Soil Number/County Soil Symbol, Soil Series Name, Taxonomic Class & Brief Description.

WETLAND SOILS

4 Leicester fine sandy loam (Aeric Endoaquepts) - This is a deep, poorly drained, friable, coarse-loamy textured, glacial till soil. The till was derived from schist, gneiss and granite. Leicester soils occur on glaciated plains, hills and ridges.

NON-WETLAND SOILS

50 Sutton fine sandy loam (Aquic Dystrudepts) - This is a deep, moderately well drained, friable, coarse-loamy textured, glacial till soil derived from schist, gneiss and granite. Sutton soils occur on glaciated plains, hills and ridges.

75 Hollis-Chatfield-Rock outcrop complex (Typic & Lithic Dystrudepts) - These are moderately deep and shallow, well drained to somewhat excessively drained, friable, coarse-loamy textured, glacial till soils derived from schist, gneiss and granite. Depths to bedrock range from 0 to over 5 feet. Roughly 1/3 of the soils in this complex are shallow (10-20 inches) to bedrock, while another 1/3 are moderately deep (20-40 inches). The Hollis-Chatfield-rock outcrop complex occurs on glaciated plains, hills and ridges.

76 Rock outcrop-Hollis complex (Lithic Dystrudepts) - This map unit consists mainly of exposed bedrock and shallow to bedrock (10-20 inches) soils that are somewhat excessively drained, friable, coarse-loamy textured, glacial till soils derived from schist, gneiss and granite. The Rock outcrop-Hollis complex occurs on glaciated plains, hills and ridges.

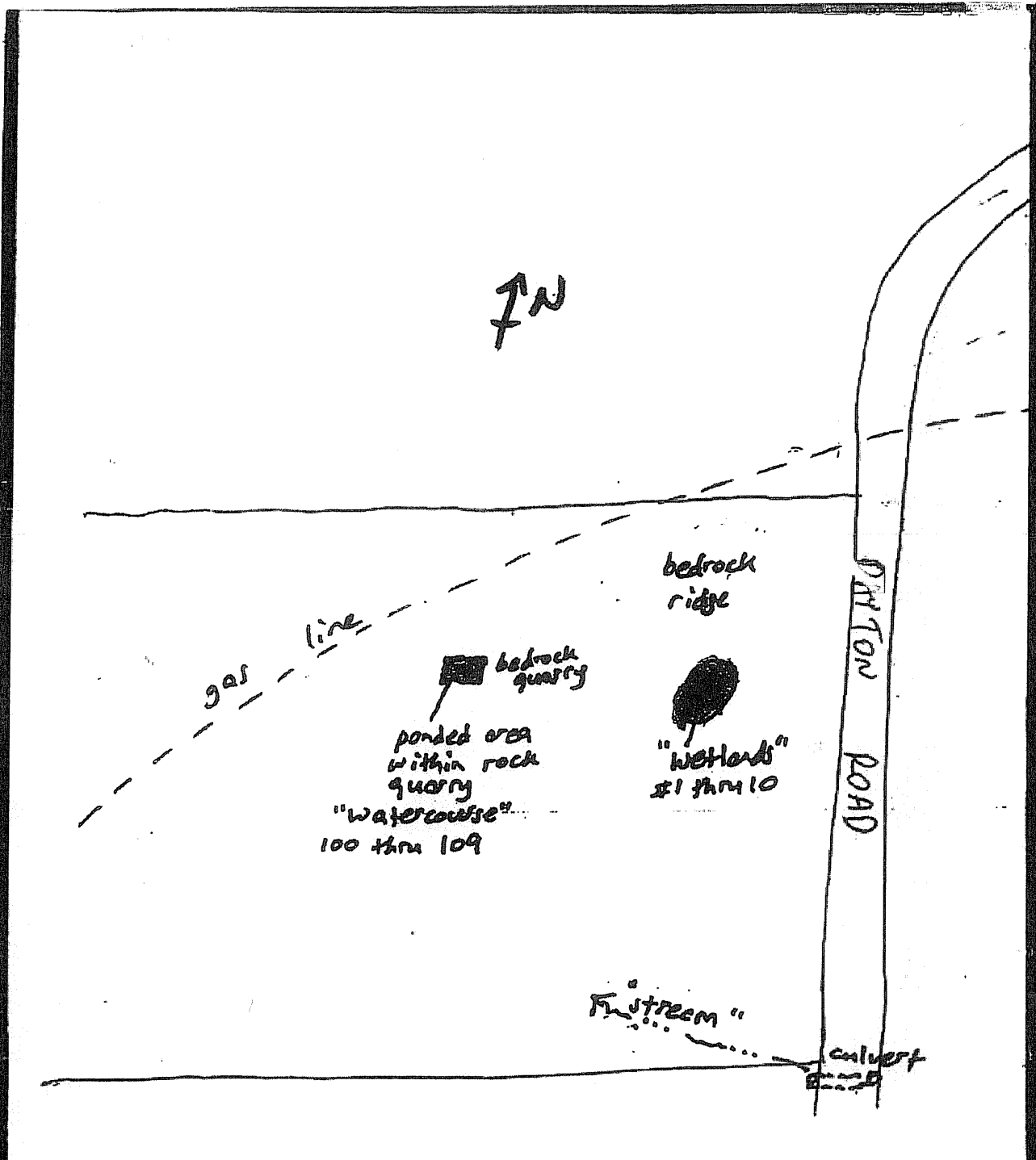
303 Pits, quarries Pits are open excavations from which soil and underlying material have been removed, exposing either rock or other material.

\* Notes: 1) The Leicester wetland (flags 1 thru 10) occurs in a slight depression area of a forested, minor ridgeline. Within the wetland there is a scarcity of herbaceous and woody plants and the soil surface is covered with darkened leaves. This may indicate that during the wetter months of the year there is temporary, seasonal shallow inundation.

2) A small ponding area is present in the bottom of rock quarry (flags 100 thru 109). The ponding was over four feet in depth and contained a lot of decaying leaves.

Is Wetland a Vernal Pool?

=====  
=====  
=====



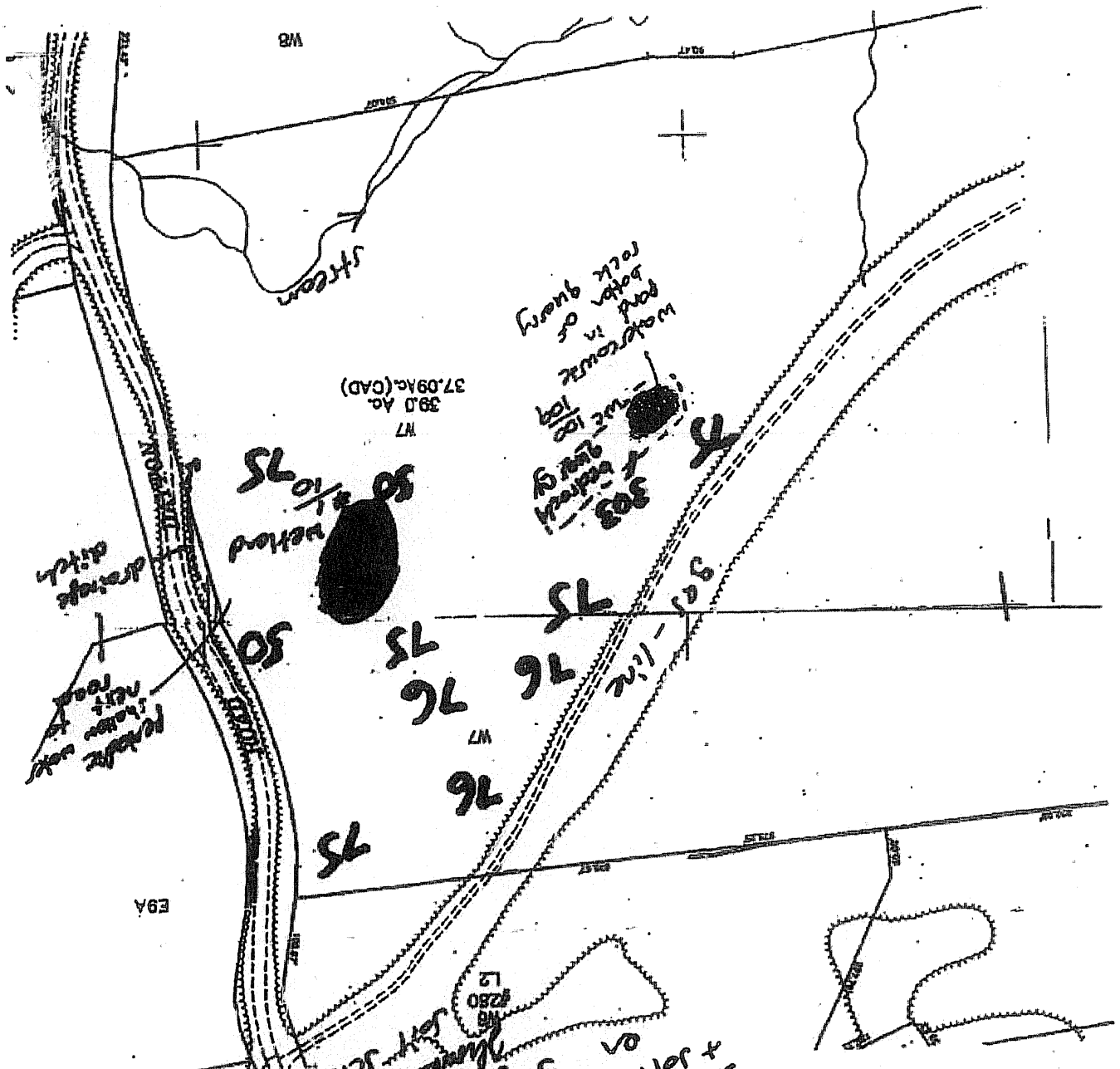
Proposed communications tower, Dayton Road, Glastonbury, CT  
 sketch map of wetlands + watercourse

FIG.

SCALE: /

SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

DATE: 7/17/08



39.0 Ac.  
37.09Ac. (CAD)  
W7

drainage ditch

rocky soil + water

50

51

52

53

54

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70

E9A

Sketch map of  
watercourse  
+ soil types, field  
notes, 17, 2008  
James A. Scientist

↑ N

## SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

545 Highland Avenue \* Route 10 \* Cheshire \* Connecticut \* 06410 \* (203) 272-7837

FAX (203) 272-6698

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### DEFINITIONS AND METHODOLOGY

#### DEFINITIONS OF STATE REGULATED WETLANDS & WATERCOURSES

**INLAND WETLANDS AND WATERCOURSES:** According to Section 22a-38 of the State of Connecticut Inland Wetlands and Watercourses Act, Wetlands "means land, including submerged land, not regulated pursuant to sections 22a-28 to 22a-35, which consists of any of the soil types designated as poorly drained, very poorly drained, alluvial, and floodplain by the National Cooperative Soils Survey, as may be amended from time to time, of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture." Watercourses "means rivers, streams, brooks, waterways, lakes, ponds, marshes, swamps, bogs and all other bodies of water, natural or artificial, vernal or intermittent, public or private. Intermittent watercourses shall be delineated by a defined permanent channel and bank and the occurrence of two or more of the following characteristics: (A) Evidence of scour or deposits of recent alluvium or detritus, (B) the presence of standing or flowing water for a duration longer than a particular storm incident, and (C) the presence of hydrophytic vegetation."

**TIDAL WETLANDS:** According to Connecticut General Statutes, Sec. 22a-29 (2) of the Tidal Wetlands Act, Tidal Wetlands are defined as "those areas which border on or lie beneath tidal waters, such as, but not limited to banks, bogs, salt marsh, swamps, meadows, flats, or other low lands subject to tidal action, including those areas now or formerly connected to tidal waters, and whose surface is at or below an elevation of one foot above local extreme high water; and upon which may grow or be capable of growing some, but not necessarily all of the following:" (list of those plants common to tidal marshes, brackish wetlands and other wetlands which are subject to tidal influence).

#### METHODOLOGY FOR IDENTIFICATION OF SOILS, WETLANDS & WATERCOURSES

1) **SOILS IDENTIFICATION:** Soils are investigated by digging test holes with a spade and auger. Test holes are typically dug to depths of between 15 and 40 inches. Based on soil features, including coloration patterns, texture and depths to restrictive layers, the soils are identified by soil series utilizing the classification system of the National Cooperative Soil Survey. The soil map series correspond with the State Soil Map Legend established by USDA, NRCS in the State of Connecticut Soil Survey. For further information about soils refer to the NRCS website for CT: [www.ct.nrcs.usda.gov](http://www.ct.nrcs.usda.gov)

2) **INLAND WETLAND DELINEATION:** Soil test holes and borings are made in selected areas in order to determine the lateral extent of Inland Wetlands. The boundaries of all Inland Wetlands on each project site are delineated with consecutively numbered survey tapes, unless instructed by the client to only map wetland boundaries for planning purposes.

3) **IDENTIFICATION OF WATERCOURSES:** Watercourse locations are sketched onto maps. Often ponds, streams and rivers are already shown on the survey map. If a watercourse is not shown on a survey map, survey tapes are placed along the channel and labeled "Intermittent or Perennial Watercourse."

4) **TIDAL WETLANDS:** Tidal Wetlands are identified based on a predominance of tidal wetland plants and observation of physical markings or water laid deposits resulting from tidal action. Tidal Wetland boundaries are established by locating the upland limits of the "Listed Plants" from the Tidal Wetlands Act to the extent that these plants reflect inundation by tides.



MCM-10

## SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

Soil Science • Ecological Studies • Hazardous Waste Assessments • Project Planning • Soil & Water Testing

KENNETH C. STEVENS, Jr.  
*President*

April 2, 2009

Michael J. Egan III, AIA  
URS Corporation  
500 Enterprise Drive, Suite 3B  
Rocky Hill, CT 06067

Re: Amphibian Study at Proposed Tower Site  
Parcel W7, Dayton Road, Glastonbury, CT  
URS# 36924846/MCM-010  
SS&ES Job No. 2009/08-161-CT-GLA-1A

Dear Mr. Egan:

In accordance with your request, Soil Science and Environmental Services, Inc. (SS&ES) conducted three site inspections of the subject property. Two occurred during the night and one in the day. The purpose of the inspections was to identify any amphibians and reptiles as they migrate to a small vernal pool that is located near Dayton Road. The first inspection was conducted on March 26, 2009 by Thomas W. Pietras, SS&ES Professional Wetland and Soil Scientist, and Scott D. Stevens, SS&ES Soil Scientist. The 3/26/09 inspection was made during the evening (9:30 pm) when temperatures were in the low 40's and there was a light to moderate rainfall. Prior to 3/26/09 there was minimal rainfall for several weeks and temperatures were seasonally cold. SS&ES utilized flashlights during the investigation. The area encircling the vernal pool, including the routes of Alternative Driveways A and B, were traversed. Wood frog calls were heard from within the vernal pool. However, there was no sign of any amphibians or reptiles outside of the pool.

A second inspection was made by Mr. Pietras during the very early morning (4:30 am) on March 29, 2009. Temperatures were in the high 40's and a light to moderate rainfall event had occurred during the previous several hours. Both wood frogs and spring peepers were heard calling from inside the pool. There was no sign of amphibians or reptiles outside of the pool.

Mr. Pietras also inspected the property on April 1, 2009 during the late afternoon when the temperatures were in the high 40's, the sky was overcast and there was not yet any precipitation. The day prior to the 4/1/09 inspection was sunny with temperatures in the upper 50's. There was no evidence of amphibians or reptiles in the vernal pool or surrounding area on 4/1/09, neither sightings of individuals or hearing their calls.

### BRIEF DESCRIPTION OF ALTERNATIVE DRIVES A AND B

There are two alternative routes for the access drive from Dayton Road to the proposed tower site (refer to Figures 1 and 2). Both alternative drives extend through upland, mixed hardwood forest. Alternative A extends to the north of the pool, while Alternative B passes to the south. Running westerly from Dayton Road, Alternative Drive A goes up a fairly steep incline and nicks the southeastern tip of a bedrock ridgeline. It appears

that some blasting would be required to extend the drive through the southwestern tip of the ridgeline. Driveway A would then pass fairly steeply down a forested hillside to the proposed tower compound. Remains of an old, relatively narrow, woods road are present to the south of Alternative Driveway A in the vicinity of the vernal pool. The woods road passes just to the south of the bedrock ridge, but lies very close to the vernal pool.

Alternative B Drive runs in a southwesterly direction. In the vicinity of the vernal pool Alternative B runs along the crest of a minor ridge characterized by some exposed bedrock and soils shallow to bedrock. After passing close to the vernal pool, Alternative B Drive then runs down a moderately steep slope to the tower site.

#### POTENTIAL IMPACTS OF THE ACCESS DRIVES TO THE VERNAL POOL

Of the two alternative driveways, Alternative A would appear to be associated with more potential negative impacts to the vernal pool. These include possible negative impacts from sediment and erosion control during construction and quality of storm water runoff following construction. The route for Alternative A contains a section of steep slope in the vicinity of the vernal pool and it may extend through a tip of bedrock ridge that would require some blasting. Also, the slope from the Alternative Drive A down to the vernal pool is steeper than for Alternative B. During large storm events stormwater runoff can rapidly sheetflow down the southern side of the bedrock ridge. The concentrated flow would pass onto Alternative Drive A and then run downslope into the pool. Control of sediments may be problematic. In contrast the route of Alternative B is along the crest of a minor ridge, where some stormwater runoff passes westerly towards the pool and a portion of stormwater is directed easterly and away from the pool. The volume of any stormwater coming off the minor ridge is a very small amount, even during the largest rainfall events. Control of sediments washing off the driveway for Alternative B would be much easier than for Alternative A.

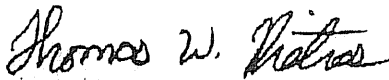
Alternative Driveway A also appears to pass through more viable upland habitat for any amphibians and reptiles that utilize the vernal pool. Wood frogs and spring peepers were found in the pool. It is possible that salamanders are also utilizing the pool. Vernal pools provide wood frogs, spring peepers and salamanders with breeding habitat. A good portion of their life is spent outside of water when they utilize forest habitat, with a preference for upland forest containing thick herbaceous vegetation, duff and friable soils. Certain species have a preference for rocky slopes that have southern or southwestern exposures. With the exception of the southwestern tip of a bedrock ridge, Alternative A passes over shallow, moderately deep and deep to bedrock, forest soil. The forest soil has a thick litter layer at the surface. Alternative A also passes through a section of rocky slope containing a southern exposure. The proposed driveway for Alternative A extends through potential habitat for amphibians and reptiles that are presently utilizing the pool.

In the vicinity of the vernal pool Alternative B runs along either exposed bedrock or on soils that are mainly shallow to bedrock. Forest litter is absent in the areas of exposed ledge and relatively thin in the shallow to bedrock soils. The potential habitat for amphibians and reptiles provided along the crest of the minor ridge for Alternative B is harsh with seasonal variations ranging from extreme cold in the winter to hot and droughty in the summer.

**SUMMARY AND CONCLUSION**

SS&ES found evidence of wood frogs and spring peepers in the vernal pool located to the west of Dayton Road on the subject property. Based on the information collected from the site inspections, it is the professional opinion of SS&ES that Alternative Drive B would result in less negative impacts to the small vernal pool that is present near Dayton Road.

Respectfully submitted,



Thomas W. Pietras  
Professional Wetland and Soil Scientist

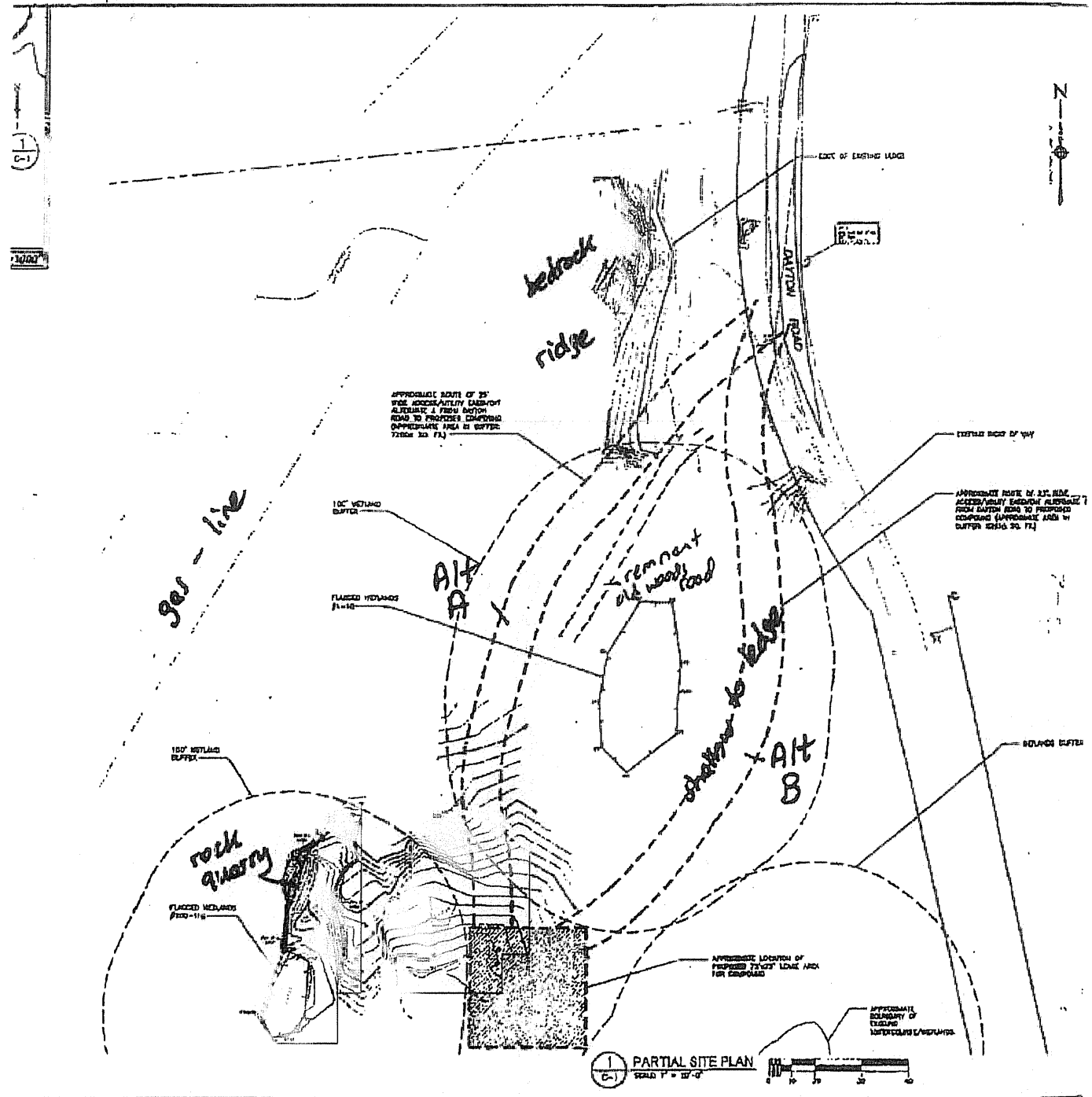
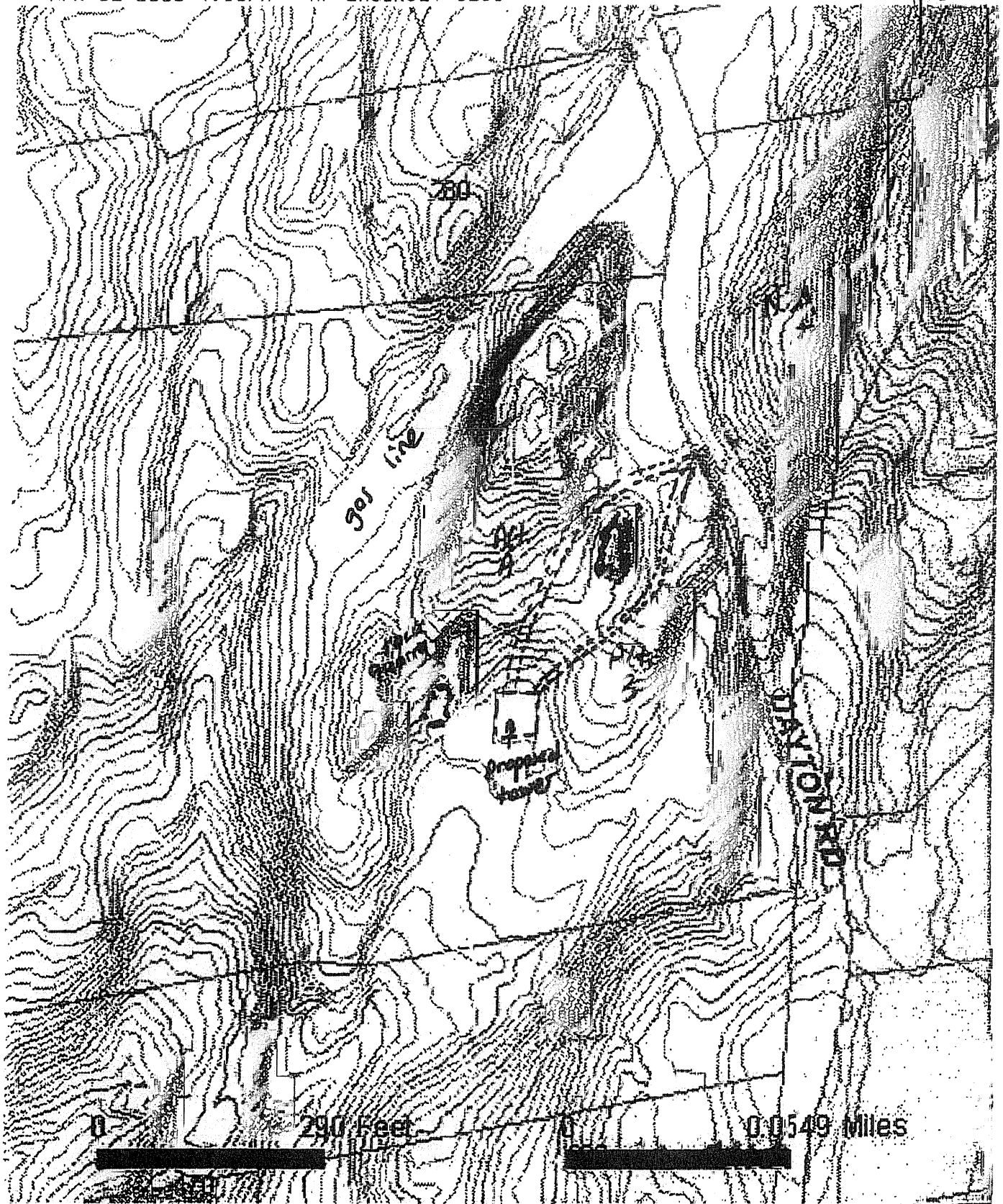


Figure 1

Alternative Drives A + B  
T-105 site - Glastonbury, CT



end and Disclaimer

Figure 2 Alternative Drives

A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.

January 23, 2009

**MEMORANDUM**

**INFORMAL DISCUSSION  
MEETING OF 01-29-09**

To: Conservation Commission/Inland Wetlands and Watercourses Agency

From: Tom Mocko, Environmental Planner

Re: **Proposed Telecommunications Facility** (cell tower) on a 39-acre parcel (**Lot W-7 Dayton Road**) on the west side of **Dayton Road, just south of the gas pipeline corridor** – with said facility close to Dayton and portions within the wetlands-regulated conservation buffer area (a.k.a. upland review area) – URS Corporation AES, C.E. – Joseph, Robert and Richard Hartley, III, Trustee, landowners – **Message Center Management (MCM)**, applicant

**LOCATION:** Refer to the location map on the site plan in your packet. **For your site visit,** follow Dayton Road south and once you pass the gas pipeline corridor stop at the next utility pole (#3177); the beginning of both potential access ways is staked and flagged behind/west of this pole. Follow the footprints in the snow or the stakes or both to the proposed compound area.

**PROPOSAL:** To construct such a communications facility to service a known signal/service problem area. Both potential access drives (12-foot wide gravel surface) are some 400 feet in length, most of which would pass through the upland review area of a rather small depressional wetland that may also be a viable vernal pool. The 75-foot by 75-foot fenced compound area is proposed just outside the upland review area of three wetlands or watercourses, situated some 250 feet west of Dayton Road.

**REVIEW:** Within your packet is the preliminary site plan, but please note the corrected scale at the bottom of the plan. Following this memorandum are a Town GIS-generated topographical map that shows the subject property's topography along the entire frontage of the property (please note the ravine-like topography and wetlands/watercourse in the property's southeast corner that prevents yet another alternative access drive to the desired antennae compound area); and the wetlands/watercourses and soil report prepared by Soil Science and Environmental Services, Inc. in which contains good, highly reliable information.

This project's proponents are being very informative upfront and cooperative in working with the Town on this proposal. They are seeking our input before bringing this matter to the Connecticut Siting Council, whose authority, some people claim, supersedes Town wetlands control (but that is another situation).

---

The project is a mixed hardwood forest with a somewhat sparse understory. There are three wetlands/watercourses areas nearby, one of which is a vernal pool (currently containing water in the solid phase). We do not have any information on: how frequently, what seasons and to what depths this depression wetlands is filled; the presence or use of the pool by obligate vernal pool species; on their populations (breeding individuals or egg mass production); or in what direction(s) do most of the critters come from and go to in relation to the pool.

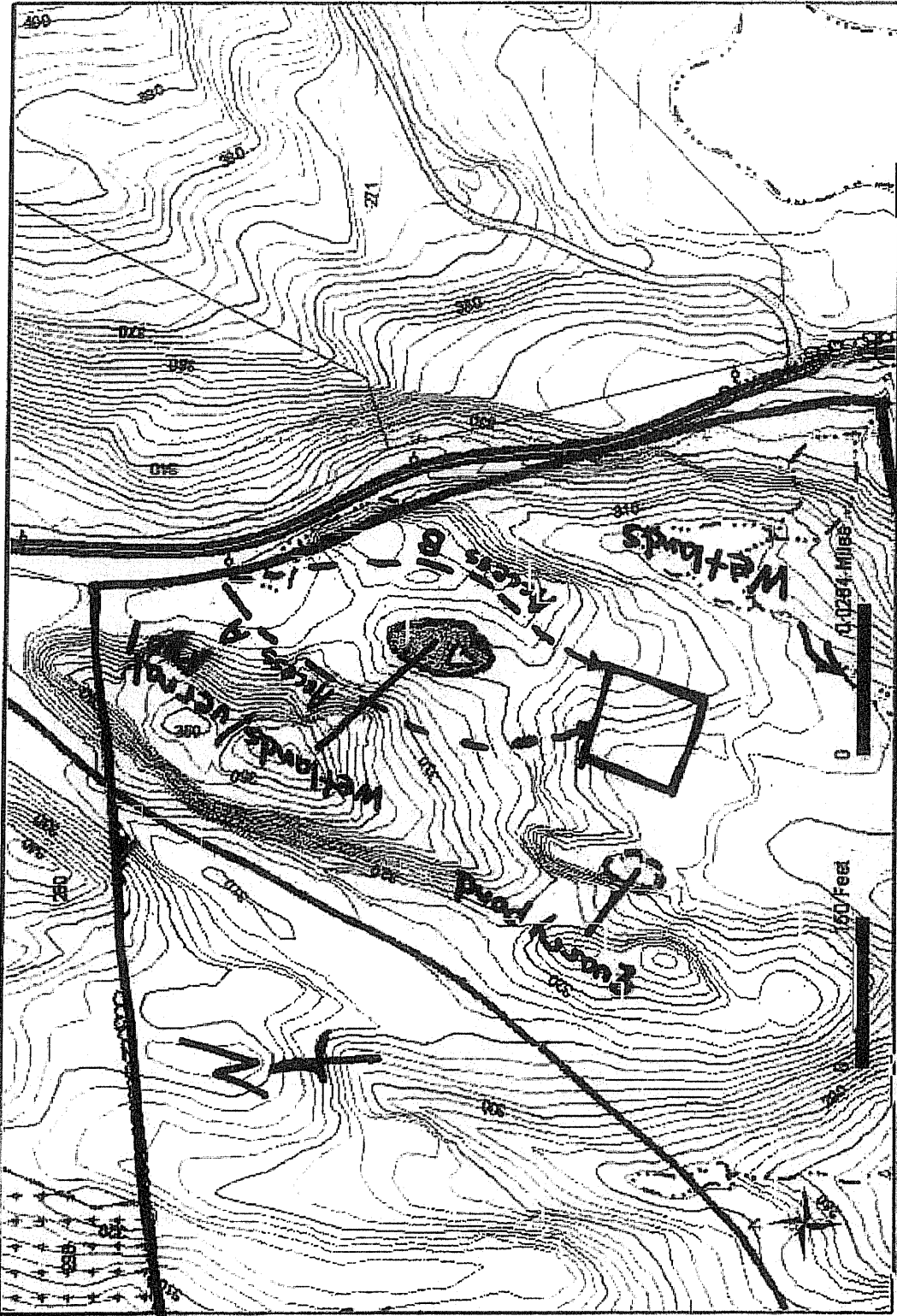
The site plan identifies two alternative access drives that come within 33 feet of the vernal pool wetlands. Only one drive is needed and the applicant (MCM) expresses no strong desire of one alternative over the other. Importantly, the access drive will be a gravel (a natural) surface with no curbing, and once constructed and the entire project completed there will be very limited traffic upon said drive. Neither alternative access drive should result in creating a physical barrier for any of the potential obligate amphibian vernal pool species that may use the pool. After my review of the area's topography (via maps and site investigation) my best educated guess is that, scientifically speaking, Alternative Access B is preferred because the amphibian habitat is better west of the pool than in any other compass direction and because Alternative B requires less disturbance and regrading than Alternative A. I believe that the Agency can proceed to provide their input/direction without further study of the vernal pool situation, and can state preference of Alternative B, but with a condition of approval to have a qualified biologist monitor the pool this late winter to early spring and if and only if more critters are coming from the east, then to require Alternative A to be constructed. The next generation plan(s) need to fully address establishing the clearing limits, soil erosion and sedimentation controls, and permanent stabilization measures for the selected access drive to proceed within the application; such details should be easily accomplished.

The proposed location of the 75-foot by 75-foot antennae compound area: works for the desired need/function of the facility; narrowly lies beyond upland review areas of the three nearby wetlands/watercourses on the property; and would require a relatively short access drive (compared to the seemingly longer access drives for other existing antennae in town). Minimal cuts and more extensive fills are proposed to level off the existing slope for this 5,625 square foot fenced-in compound, but with proper implementation of nominal soil erosion and sediment controls and permanent stabilization measures the wetland should not be impacted from this activity. However, the next generation plan(s) need to identify in detail such controls and measures. At the meeting we should explore how far beyond the proposed cuts and fill will the trees need to be cleared; I see no need to go twenty feet beyond the limits of the proposed compound area.

MCM, the applicant, will not assume ownership of the property and will only be leasing limited portions of it for the selected permitted access drive corridor (25 feet wide) and the 75-foot by 75-foot antennae compound area. They are investigating with the property owners the feasibility of encumbering the nearby wetlands and watercourses with a private conservation easement. A response is expected at or before the meeting.

TM:gfm

Property line



See page 2 for Legend and Disclaimer

 Glastonbury, CT

Property line Page 1 of 2

Topo Map Showing entire frontage along Dayton Rd.  
scale: 1" = 150'



**GLASTONBURY CONSERVATION COMMISSION  
(INLAND WETLANDS & WATERCOURSES AGENCY)  
REGULAR MEETING MINUTES OF THURSDAY, JANUARY 29, 2009**

The Glastonbury Conservation Commission (Inland Wetlands & Watercourses Agency), along with Mr. Tom Mocko, Environmental Planner, held a Regular Meeting at 7:30 PM in Council Chambers, second floor of Town Hall located at 2155 Main Street, Glastonbury, Connecticut.

**ROLL CALL**

**Board Members - Present**

Mrs. Judy Harper, Chairman  
Mr. William Patrick, Vice Chairman  
Mrs. Kim McClain, Secretary  
Mr. Dennis McInerney  
Mrs. Helen Stern

**Board Members – Excused**

Mr. Rob Huestis

- I. COMMENTS BY CITIZENS ON NON-AGENDA ITEMS - NONE
- II. COMMENTS BY CITIZENS ON PROPOSED AMENDMENTS TO THE INLAND WETLANDS & WATERCOURSES REGULATIONS - NONE
- III. INFORMAL DISCUSSION

**Proposed Telecommunications Facility (cell tower) on a 39-acre parcel (Lot W-7 Dayton Road) on the west side of Dayton Road, just south of the gas pipeline corridor – with said facility close to Dayton and portions within the wetlands-regulated conservation buffer area (a.k.a. upland review area) – URS Corporation AES, C.E. – Joseph Robert & Richard Hartley III, Trustee, landowners – Message Center Management (MCM), applicant**

Mr. Joseph Grimmert, representing Message Center Management, introduced the proposal to construct a telecommunications facility (cell tower). The proposal's features have been staked and flagged on the land.

Chairman Harper asked about the new plan that was submitted. Mr. Mocko noted that the scale had been corrected. Chairman Harper asked if there was going to be an amphibian study on the vernal pool. Mr. Grimmert replied that a study of the vernal pool would be done and this has been discussed with Mr. Mocko and Mr. John Rook, Planner. Commissioner Stern asked if they had done this type of study before, and Mr. Grimmert replied that they have done thorough environmental studies and reports like this before, as necessary. Chairman Harper noted that she likes the "Alternative Access B" option.

Commissioner McInerney asked who regulates the siting of the towers, and Mr. Grimmert replied that the Connecticut Siting Council does. Secretary McClain mentioned that she would like to see as minimal clearing as possible. Mr. Grimmert said that they will do a minimal amount of clearing and mentioned that clearing is monitored by the Connecticut Siting Council.

Commissioner Stern asked about posting this project for neighbors, and Mr. Mocko said that there is no posting requirement.

Mr. Mocko asked about the possibility of a private conservation easement on the vernal pool or any other sensitive area, and Mr. Grimmett said that the landowner will consider it. Mr. Mocko said that as the project goes forward, he will guide the MCM staff on the information that is required for the conservation easement. Mr. Mocko advised Mr. Grimmett to have a person lined up to do the amphibian study in late February/early March.

#### **IV. FORMAL ACTIONS & RECOMMENDATIONS**

- 1. Show-cause hearing for the notice of violation (of the Town's Inland Wetlands and Watercourses Regulations); orders issued to Michael Noe concerning his filling and grading activities within the wetlands regulated area at his 100 Stonepost Road residential property – O'Keefe Excavation & Earthworks, LLC, contractor**

Chairman Harper asked for an explanation of the activities and violation. Mr. Bill O'Keefe of O'Keefe Excavation & Earthworks, LLC explained that Mr. Noe had hired him to dig up stumps and to fill in his yard, and to place pipe to direct water into a Town culvert (brook). Mr. O'Keefe noted that it just did not occur to them to obtain a permit since the ground was not wet. He has contacted a soil scientist to ascertain if any wetlands were buried, is maintaining sedimentation barriers and keeps a watchful eye on the location because he understands the risk.

Mr. Mocko said that since the area had already been filled, it is unclear if the fill was placed on the wetland or in the upland review area. He would like the soil scientist that Mr. O'Keefe hires to contact him or Mr. Rook to accompany them to the site. Chairman Harper said that she would like to see Mr. O'Keefe and Mr. Noe return to the Agency after the soil scientist does the study.

- 2. Continued Public Hearing on the application for an inland wetlands and watercourses permit of Jack Oliveri concerning his proposed modifications to existing ponds, installation of a storm drainage system within wetlands mitigation activities (control of invasive plant species, introduction of beneficial native plant species, walking & hiking trails) within wetlands regulated areas, and house lot development activities within wetlands' conservation buffer areas; all associated with the proposed 59-lot Tyler Open Space Subdivision – Phases II & III located at 2800 & 2840 Hebron Avenue (former McClain excavation & processing site) and north of Penwood Crossing – Rural Residence Zone & Groundwater Protection Zone 1 – Megson & Heagle, C.E. – Land-Tech Consultants, Inc., Environmental Consulting – Attorney Peter Alter – Jack Oliveri, applicant**

**Motion by:** Vice Chairman Patrick      **Seconded:** Secretary McClain  
MOVED, that the Inland Wetlands and Watercourses Agency resumes the public hearing for Jack Oliveri's application for an Inland Wetlands and Watercourses Permit associated with his proposed 59-lot Tyler Open Space Subdivision – Phases II and III located at 2800 & 2840 Hebron Avenue.

**Result:** Motion passes unanimously. (5-0-0).

**SITE 1 AND SITE 2**

**FLOOD INSURANCE RATE MAP**

lood insurance is available in this community, contact your local Flood Insurance Program at (800) 638-6620.



MAP SCALE 1" = 500'



NFIP

PANEL 0538F

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
 HARTFORD COUNTY,  
 CONNECTICUT  
 (ALL JURISDICTIONS)

**PANEL 538 OF 675**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	NUMBER	PANEL	SUFFIX
COMMUNITY	090174	0538	F
GLASTONBURY, TOWN OF	090142	0538	F
ROCKY HILL, TOWN OF			

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
**09003C0538F**

EFFECTIVE DATE:  
**SEPTEMBER 26, 2008**

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM



This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

# LEGEND

## SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT



The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
- ZONE A99** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.



## FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



## OTHER FLOOD AREAS

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.



## OTHER AREAS

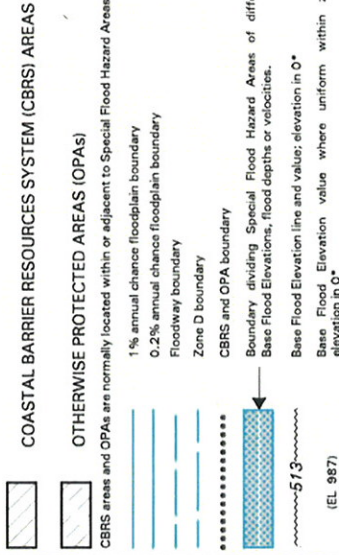
**ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.

**ZONE D** Areas in which flood hazards are undetermined, but possible.

pd insurance is available in this community, contact your  
 al Flood Insurance Program at (800) 638-6620.



MAP SCALE 1" = 500'



\*Referenced to the North American Vertical Datum of 1988

Cross Section Line

Transect Line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

1000-meter Universal Transverse Mercator grid values, zone 18

5000-foot grid ticks

Bench mark (see explanation in Notes to Users section of this FIRMP panel).

River Mile

MAP REPOSITORY

Refer to Repository Listing on Index Map

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

SEPTEMBER 26, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

**SITE 1**

**271 DAYTON ROAD**

GLASTONBURYS2.SRP  
\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report \*  
\*\*\*\*\*

File: GLASTONBURYS2

Location: Middle, CT  
Distance: 7.4 Statute Miles  
Direction: 204° (true bearing)

Latitude: 41°-38'-45.51" Longitude: 72°-35'-40.08"

SITE ELEVATION AMSL.....371 ft.  
STRUCTURE HEIGHT.....117 ft.  
OVERALL HEIGHT AMSL.....488 ft.

NOTICE CRITERIA

- FAR 77.13(a)(1): NNR (DNE 200 ft AGL)
- FAR 77.13(a)(2): NNR (DNE Notice Slope)
- FAR 77.13(a)(3): NNR (Not a Traverse Way)
- FAR 77.13(a)(4): PNR (Circling Approach Area)
- FAR 77.13(a)(4): PNR (Straight-In Procedure. Check FAF distance for TERPS®  
impact. HFD)
- FAR 77.13(a)(4): NNR (No Expected TERPS® impact 9B8)
- FAR 77.13(a)(5): NNR (Off Airport Construction)

Notice to the FAA is not required at the analyzed location and height.

- NR = Notice Required
- NNR = Notice Not Required
- PNR = Possible Notice Required

OBSTRUCTION STANDARDS

- FAR 77.23(a)(1): DNE 500 ft AGL
- FAR 77.23(a)(2): DNE - Airport Surface
- FAR 77.25(a): DNE - Horizontal Surface
- FAR 77.25(b): DNE - Conical Surface
- FAR 77.25(c): DNE - Primary Surface
- FAR 77.25(d): DNE - Approach Surface
- FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: HFD: HARTFORD-BRAINARD

- Type: AIR RD: 34682 RB: 335.58 RE: 11
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Height Less Than 200 feet AGL.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 9B8: SALMON RIVER AIRFIELD

- Type: AIR RD: 45905 RB: 116.38 RE: 535
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): Does Not Apply.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

- FAR 77.23(a)(3) Departure Surface Criteria (40:1)
- DNE Departure Surface

GLASTONBURYS2.SRP

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.23(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 1000 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION
5CT3	HEL	SOUTH GLASTONBURY	94.93	1	-62
No Impact to Private Landing Facility Structure 62 ft below heliport.					
CT92	HEL	BEMER	191.35	1.413	+328
No Impact to Private Landing Facility Structure is beyond notice limit by 3586 feet.					
CT02	HEL	CLARK HILL	98.92	1.414	-232
No Impact to Private Landing Facility Structure 232 ft below heliport.					
CT38	HEL	CORPORATE CENTER	4.26	3.99	+384
No Impact to Private Landing Facility Structure is beyond notice limit by 19244 feet.					
CT58	HEL	PORTLAND	203.78	5.246	+448
No Impact to Private Landing Facility Structure is beyond notice limit by 26875 feet.					
OCT6	HEL	MIDDLETOWN	239.18	5.766	+375
No Impact to Private Landing Facility Structure is beyond notice limit by 30035 feet.					
CT98	HEL	MIDDLESEX HOSPITAL	203	5.946	+431
No Impact to Private Landing Facility Structure is beyond notice limit by 31128 feet.					

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	ANGLE
LOMI	LOM	ON	0244.	245.78	9333	+443	CT	LOMIS (LOM/NDB)	2.72
HFD	VOR/DME	ON	0114.9	97.86	12982	-361	CT	HARTFORD	1.59

FCC AM PROOF-OF-PERFORMANCE

NOT REQUIRED: Structure is not near a FCC licensed AM  
 radio station Proof-of-Performance is not required.  
 Please review AM Station Report for details.

Nearest AM Station: WMRD @ 10094 meters.

Airspace® Summary Version 2009.7

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08-07-2009  
 09:59:31



**SITE 2**

**DAYTON ROAD**

## TOWAIR Determination Results

### \*\*\* NOTICE \*\*\*

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

#### DETERMINATION Results

**Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.**

#### Your Specifications

##### NAD83 Coordinates

Latitude	41-38-42.2 north
Longitude	072-35-48.1 west

##### Measurements (Meters)

Overall Structure Height (AGL)	53.3
Support Structure Height (AGL)	51.8
Site Elevation (AMSL)	94.5

##### Structure Type

TOWER - Free standing or Guyed Structure used for Communications Purposes

#### Tower Construction Notifications

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

**CLOSE WINDOW**



SITE NAME: Glastonbury S 2, CT  
SITE NUMBER: 2006191846  
DATE 4/15/09

## LAND LEASE AGREEMENT

This Agreement, made this 18<sup>th</sup> day of May, 2009 between Howard M. Schwager, sole Trustee, or his successor in Trust, under the Howard M. Schwager Living Trust with its principal address at 271 Dayton Road, South Glastonbury, CT 06073, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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), located at 271 Dayton Road, South Glastonbury, Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Dayton Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. In the event that LESSEE is unable to use the current rights of way to the Land Space as defined herein the LESSOR shall grant to LESSEE an alternate right of way for access and utilities in a location acceptable to LESSEE. The Property is also shown on the Tax Map of the Town of Glastonbury as Map E13, 1680, Lot E8 and is further described in Volume 2348 at Page 268 as recorded in the Office of the Land Records of the Town of Glastonbury.

In the event any public utility is unable to use the Rights 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; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to Howard M. Schwager, Trustee or to such other person, firm or place as LESSOR may, from time to time,

designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. Rent and additional rent as set forth for the each year after the first lease year shall increase by [REDACTED] over the rent for each preceding year of the first Term. The term shall commence based upon the date a building permit is granted by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. LESSOR shall apply for a building permit no later than thirty (30) days following receipt of the necessary zoning and regulatory approvals. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. . As additional rent hereunder the LESSEE shall pay the LESSOR a one-time fee of [REDACTED] as a sign-on bonus payable within 30 days from full execution of this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a copy of the deed to LESSOR as grantee evidencing LESSOR's marketable title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. LESSEE's obligation to pay Rent is contingent upon LESSEE's receipt of W-9 form setting forth tax identification number of LESSOR or the person or entity to whom Rent checks are to be made payable as directed by LESSOR in writing.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. LESSEE'S obligation to pay Rent is contingent upon LESSEE'S receipt of W-9 form setting forth tax identification number of LESSOR or the person or entity to whom Rent checks are to be made payable as directed by LESSOR in writing.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. For each year of extension terms, the rent and additional rent shall increase by [REDACTED] over the rent for each preceding year.

6. ADDITIONAL EXTENSIONS. INTENTIONALLY OMITTED. .

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises, LESSEE'S property or Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. An assessor's card showing the assessor's value assigned to the LESSEE's improvements shall be sufficient to demonstrate the value attributable to the LESSEE's improvements. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises (not including the access

easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. 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 (collectively the "Governmental 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 thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals are finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, provided if LESSEE terminates this Lease pursuant to this subsection (v) LESSEE shall provide LESSOR with three months prior written notice and shall pay LESSOR liquidated damages in an amount equal to three (3) months' Rent, at the then current rate, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes provided if LESSEE terminates this Lease pursuant to this subsection (vi) LESSEE shall provide LESSOR with three months prior written notice and shall pay LESSOR liquidated damages in an amount equal to three (3) months' Rent, at the then current rate, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts,

such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits 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 and not less than \$1,000,000 aggregate. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. LESSEE shall maintain Property insurance, including coverage for fire, extended coverage, vandalism, malicious mischief on the Premises in an amount not less than 100 percent of the full replacement cost of the LESSEE's improvements

d. LESSEE shall maintain worker's compensation insurance covering LESSEE'S employees.

e. All required insurance policies must be taken out with reputable national insurers licensed in Connecticut. Each Party shall deliver certificates of insurance to the other party upon request. All policies shall provide insurer to notify the other party in writing not less than 15 days prior to any material change, reduction in coverage, cancellation or termination of the insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR and LESSEE shall pay LESSOR liquidated damages in an amount equal to three (3) months Rent, at the then current rate.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards (to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties.) In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's



option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR is not entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue and such interference is cured within 90 days of written notice to LESSEE. 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 equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with the then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 35 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent as provided for in paragraph 16, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the Term, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and/or this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be increased to one two hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer,

bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal. Notwithstanding the terms of this Paragraph 17, LESSEE's right of first refusal shall be subordinate to the existing right of first refusal held by Purchasers, Carmine J. Esposito and Deborah Esposito under the Agreement recorded in Book 2180, Page 292 in the Town of Glastonbury Land Records.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE for the purpose of operating and maintaining a communications facilities or management thereof, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term 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.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either 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 signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect 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, in law or in equity.

22. 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.

23. 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 or 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 ("Permitted Assignments"). As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Except for Permitted Assignments, LESSEE shall remain liable for the payment of all rent required to be paid under this Agreement and for the performance of all terms, covenants, and conditions undertaken by LESSEE, unless expressly waived in writing by LESSOR. LESSEE shall advise LESSOR of the name of current lessee under this Agreement within thirty (30) days after written request by LESSOR, which request shall be sent to the notice address contained in Paragraph 24 of this Lease.

24. 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):

LESSOR:        Howard M Schwager Trust  
                  271 Dayton Road  
                  S. Glastonbury, Connecticut 06073  
                  Attention: Marty Schwager

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE. LESSEE agrees this Agreement shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed on the Premises and to all modifications thereto, provided LESSEE'S possession of the Premises shall not be distributed so long as LESSEE continues to perform its duties and obligations under this Agreement; and LESSEE's obligation to perform such duties and obligations shall not be in any way increased or its right diminished by the provision of this paragraph. LESSEE agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, LESSEE's possession of the Premises shall not be disturbed so long as LESSEE shall continue to perform its duties and obligations under this Agreement. LESSEE shall cooperate in connection with subordination of its leasehold interest in the Premises and/or attornment to such mortgagee, trustee, beneficiary or purchaser by executing and delivering to LESSOR a subordination, non-disturbance and attornment agreement for each such mortgage, deed of trust or purchase; provided that the terms and form of each such agreement shall be reasonably satisfactory to LESSEE.

27. RECORDING. LESSOR agrees to execute a Memorandum of this 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 the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided 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 LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing, notice and cure period for monetary breach shall be required only twice during any twelve (12) consecutive month period and a default by LESSEE shall be deemed to have immediately occurred upon the third failure by LESSEE to make a timely payment within any twelve (12) consecutive month period.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR 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 LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR

has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. The Parties hereby agree that LESSOR's liability shall be limited to LESSOR's interest in the Property as defined herein and does not include any other assets of the Trust but inclusive of any insurance proceeds or proceeds from sale. For the purposes of this provision, Property shall be deemed not to include the residential buildings located thereon and it is hereby agreed between the parties that any lien or attachment pursuant to a judgment shall not include the residential buildings located on the Property and LESSEE agrees not to pursue a foreclosure action against the Property.

### 30. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene 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 or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such

conditions or concerns are caused by LESSEE or any of LESSEE's agents, officers, employees or contractors in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify 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 non-compliance results from conditions caused by LESSEE or its agents, officers, employees or contractors; 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 LESSEE or its agents, officers, employees or contractors.

c. LESSEE agrees and covenants that it will not permit any of its agents, officers, employees or contractors, to store, use or release any Hazardous Substances upon, beneath or about the Premises in violation of the applicable federal, state or local laws or regulations. LESSEE will indemnify, protect, defend and hold harmless LESSOR from and against all claims, suits, actions, causes of actions, assessments, losses, penalties, costs, damages and expenses, including, without limitation, reasonable attorneys' fees sustained or incurred by LESSOR pursuant to any federal, state or local laws, implementing regulation, common-law or otherwise, dealing with matters relating to the Hazardous Substances released by LESSEE or any of LESSEE's agents, officers, employees or contractors in, upon or beneath the Premises.

31. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not commenced the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such

notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest) but only to the extent it does not diminish LESSOR's claim. Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement 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 Agreement.

34. SUBLEASING. LESSEE may sublease any portion, but not the whole, of the Premises 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 responsibilities of LESSEE set forth in this Agreement shall be binding on any Sublessee.

(a) In the event LESSEE subleases any portion of the Land Space, 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] to LESSOR and [REDACTED] to 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.

(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 Land Space. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, 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 Premises 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 Premises.

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

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in substantial compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSEE will not commit or suffer any waste on the Premises or any nuisance.

36. 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.

37. 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.

38. LIENS. LESSEE shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of LESSEE and shall indemnify and defend and hold LESSOR harmless from all claims, costs and liability, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. LESSEE shall cause any such lien imposed on the Property to be released of record by payment or posting of proper bond within thirty (30) days after written request by LESSOR.

39. USE. (a) Use. The Premises will be used for the purpose of installing, establishing, constructing, maintaining, repairing, operating, altering, modifying, replacing, inspecting, expanding, adding to and removing a cellular tower communication facility. LESSEE shall



install such facility. LESSEE has the right make alterations to the communications facility from time to time as LESSEE determines to be necessary or desirable.

(b) **Plans and Structural Analysis.** Prior to the commencement of the initial construction and installation of the communications facility on the Property by LESSEE, LESSEE shall furnish for review and approval by LESSOR, which approval shall not be unreasonably withheld, delayed or conditioned, plans and specifications as may be required by LESSOR for the construction or installation of the improvements in the communications facilities. In the event LESSOR does not give the LESSEE notice that it does not approve LESSEE's plans and specifications with specific details as to the reasons for not approving the plans and specifications within 15 days of the delivery of such plans and specifications to LESSOR, then LESSOR shall be deemed to have approved the plans and specifications.

(c) **Equipment.** LESSEE shall be responsible for all site work done on the Premises pursuant to this Agreement and the specifications. LESSEE shall provide all material and labor for the construction, installation, operation, maintenance and repair of the communications facility.

(d) **Compliance with Governmental Rules.** All work shall be performed by LESSEE or LESSEE's employees, contractors or agents in good and workmanlike manner. All construction, installation and operations in connection with this Agreement by LESSEE shall be in substantial compliance with all applicable rules and regulations of the FCC, FAA and all applicable codes and regulations of the City, County and State concerned. LESSOR assumes no responsibility for the licensing, operation and maintenance of the equipment.

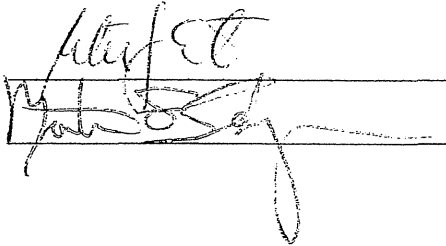
39. **Utilities.** LESSEE will be responsible for and promptly pay all charges for electricity and any other utility used or consumed by LESSEE on the Premises. LESSEE shall have a meter installed at the Premises for LESSEE's utility use and the cost of such meter installation, maintenance and repair thereof will be paid for by LESSEE.

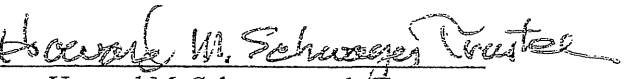
40. **Maintenance.** LESSEE will maintain the Premises in a proper operating and safe condition. All costs associated with the maintenance and repair of the Premises will be paid by LESSEE.

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

**LESSOR: Howard M. Schwager, sole  
Trustee or his successor under the  
Howard M. Schwager Living Trust**

WITNESS

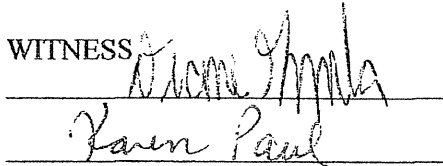
  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Howard M. Schwager, sole Trustee

Date: 4.30.09

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

WITNESS

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

By:   
David R. Heverling

Its: Area Vice President Network

Date: 5.18.09

Exhibit "A"

(Sketch of Premises within Property)

DATE	BY	DESCRIPTION
01/15/08	MD	PROPOSED LEASE EASEMENT - EXISTING ACCESS
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW
01/15/08	MD	PROPOSED LEASE EASEMENT - NEW

PROFESSIONAL ENGINEER SEAL

**NATCOM**  
CONSULTING ENGINEERS  
200 Main Street  
New Britain, CT 06103  
Tel: 860-339-1100  
Fax: 860-339-1101  
www.natcom.com

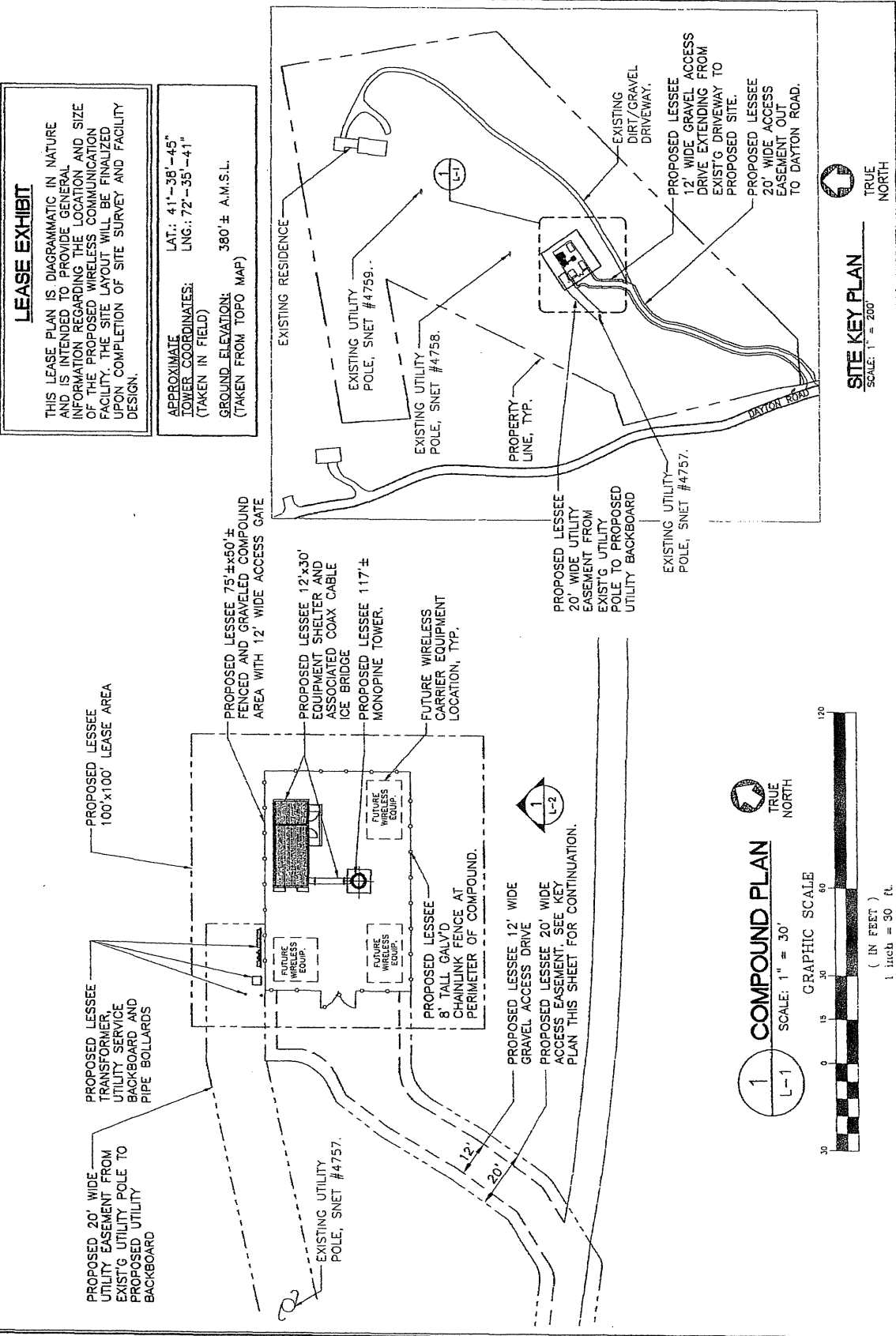
**VERIZON WIRELESS**  
271 DAYTON ROAD  
SOUTH GASTONBURY, CT

SHEET NO. **L-1**

**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

APPROXIMATE TOWER COORDINATES: (TAKEN IN FIELD)  
LAT.: 41°-38'-45"  
LONG.: 72°-35'-41"  
GROUND ELEVATION: 380' ± A.M.S.L. (TAKEN FROM TOPO MAP)



**1 COMPOUND PLAN**  
L-1  
SCALE: 1" = 30'



**1 SITE KEY PLAN**  
L-2  
SCALE: 1" = 200'

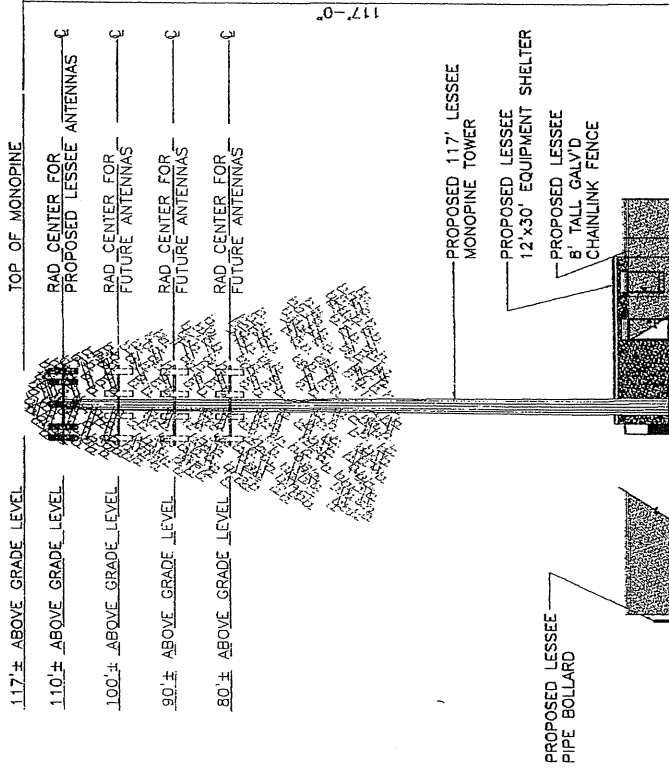


**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

**NOTES:**

1. PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF UP TO FIFTEEN (15) PANEL ANTENNAS.
2. PROPOSED UTILITY ROUTING SUBJECT TO LOCAL UTILITY COMPANY REVIEW AND APPROVAL.



1  
L-2  
SCALE: 1" = 20'

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

REV	DATE	BY	CHKD	DESCRIPTION
1	03/17/09	JM	DMG	ISSUED FOR PERMIT - EXISTING ACCESS
2	03/17/09	JM	DMG	ISSUED FOR PERMIT - NEW
3	03/17/09	JM	DMG	ISSUED FOR PERMIT - NEW

PROFESSIONAL ENGINEER SEAL

**NATCOM**  
CONSULTING ENGINEERS  
201.488.0380 f. 201.488.0387  
63-2 N. Shelton Rd. Shelton, CT 06484

VERIZON WIRELESS  
271 DAYTON ROAD  
SOUTH GASTONBURY, CT  
DATE: 03/17/09  
PROJECT: 08 SHOWN  
JOB NO.: 08088

SHEET NO.  
**L-2**



## PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "**Agreement**") made this 20<sup>th</sup> day of June, 2008 (the "**Effective Date**") between **JOSEPH L.A. ROBERT**, an individual with an address of 2044 Greenview Cove Drive, Wellington, FL 33414-7735 and **HOMER SCOVILLE**, an individual with an address of 500 Bald Eagle Drive, Naples, FL 34105 (collectively, "**Seller**"); and **MESSAGE CENTER MANAGEMENT, INC.** ("**Buyer**"), a Delaware corporation having an office at 40 Woodland Street, Hartford, Connecticut 06105.

### RECITALS

A. Seller owns that certain parcel of land located off of Dayton Road in Glastonbury, Connecticut, consisting of approximately thirty-nine (39) acres and being generally shown on the partial site plan attached hereto as Exhibit A and incorporated herein by reference.

B. Seller desires to sell and Buyer desires to purchase approximately one (1) acre of the thirty-nine (39) acre parcel of land owned by Seller, being generally shown within the hashed line area labeled as "1/L-2" on Exhibit A, on the terms and subject to the conditions set forth herein. The one (1) acre parcel to be purchased by Buyer shall be known as the "**Land**".

C. The parties hereby agree that (i) the one (1) acre parcel constituting the Land, as shown as "1/L-2" on Exhibit A, is only an approximation of the location and size of the Land, (ii) the location and/or size of the Land may change depending upon the Approvals (hereinafter defined) obtained by Buyer, and (iii) the Land conveyed pursuant to this Agreement will be the parcel of land identified in the final plans associated with the Approvals. The ultimate conveyance of the Land shall be subject to mutual approval by both parties consistent with the intent of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Description of Property.

Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions herein set forth, (i) the Land, together with all right, title and interest of Seller in and to any land lying in the bed of any streets (open or proposed) adjacent or abutting or adjoining the Land, together with all rights, privileges, rights of way and easements appurtenant to the Land, including, without limitation, all minerals, oil or gas on or under the Land, development rights, air rights, water rights, and any easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, marshes, marshlands, waterways or rights of way abutting or adjoining the Land, and all buildings and other improvements located thereon (collectively, with the Land, the "**Real Property**"); and (ii) all studies, surveys, plans, specifications, reports, approvals, licenses, permits, certificates, special permits, site plan approvals, development rights, entitlements and variances relating to or benefiting, the Real Property, owned or caused to be prepared by Seller, if any (collectively, the "**Permits and Plans**"). All items referred to in clauses (i) and (ii) are herein collectively referred to as the "**Property**."

2. Purchase Price; Deposit; Payment.

2.1 Price. The purchase price ("Purchase Price") for the Property shall be

2.2 Deposit.

(a) As security for Buyer's performance hereunder, a deposit of (the "Deposit") has been paid by Buyer upon execution of this Agreement to First American Title Insurance Company (the "Title Company") to be held by the Title Company subject to the terms of this Agreement and to be duly accounted for at the time for performance of this Agreement. The Deposit shall be deposited by the Title Company in a federally insured, interest-bearing money market account and disbursed according to the terms of this Agreement. If the Closing shall occur, the cash Deposit, together with any interest thereon, shall be applied in reduction of the Purchase Price payable at the Closing.

(b) The Title Company's duties and responsibilities hereunder are governed by the terms of Section 18 herein. The Title Company has executed this Agreement for the purposes of evidencing its receipt of the Deposit and its agreement to comply with and perform its obligations hereunder.

2.3 Payments at Closing.

(a) The balance of the Purchase Price shall be paid by Buyer to Seller at the Closing by cash, certified check, bank check or wire transfer of immediately available funds to an account designated in writing by Seller to Buyer prior to or at the Closing.

(b) The payment required at the Closing shall be increased or decreased, as the case may be, to account for all items to be apportioned or prorated pursuant to this Agreement.

2.4 Liquidated Damages. If Buyer is required hereunder to purchase the Property and shall fail to do so, or if Buyer shall otherwise default under this Agreement after notice from Seller and expiration of a reasonable cure period, the Deposit (or so much thereof as shall then have been paid by Buyer) shall be released to and retained by Seller, and the same shall constitute full and complete liquidated damages and Seller shall have no further recourse or remedy at law or in equity for any breach or default by Buyer hereunder. The parties agree that if Buyer defaults, the damages which Seller will suffer will be difficult, if not impossible, to determine with precision.

3. Time and Place of Closing.

The closing (the "Closing") of the transaction contemplated hereby shall take place on or before (the "Closing Date"), unless the



Approval Period (hereinafter defined) is extended by Buyer pursuant to Section 5.1(b), in which case the Closing Date shall be extended by \_\_\_\_\_ and the Closing shall take place on or before \_\_\_\_\_

The Closing shall take place at the offices of Buyer's attorneys in Hartford, Connecticut or at such other place within the State of Connecticut as Buyer may designate.

#### 4. Due Diligence.

4.1 Investigation and Termination. Seller acknowledges that Buyer may, and Buyer is hereby authorized to, conduct an investigation of the Property, which may include examination of any and all documentation with respect to the Property, examination of title to the Property, conducting tests to determine the presence or absence of hazardous wastes, asbestos, radon and other similar materials and substances, determining the compliance of the Property with all applicable laws, rules, codes and regulations, conducting engineering inspections, test borings, soil tests, percolation tests, site evaluations, geotechnical studies to determine the feasibility of constructing the Project (as defined herein), and such other evaluations, inspections and tests as Buyer desires. Buyer shall conduct this investigation during \_\_\_\_\_ (the "Due Diligence Period")

Notwithstanding any other provisions contained in this Agreement, on or before the end of the Due Diligence Period, Buyer shall have the right in its sole and absolute discretion, either based upon its disapproval of any of the information it receives, or for any other reason whatsoever, or for no reason, to terminate this Agreement by giving written notice of termination to Seller on or before the last day of the Due Diligence Period. In such case, the Deposit and any interest earned thereon, shall be returned to Buyer and upon the return of the Deposit to Buyer, all obligations of the parties hereto shall cease and this Agreement shall be terminated and the parties shall be without further obligation, recourse or remedy hereunder. In the event Buyer fails to notify Seller that it has terminated this Agreement, by written notice given to Seller on or before the last day of the Due Diligence Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.1.

4.2 Access & Indemnification. From and after the Effective Date and upon one (1) business day's prior written notice to Seller, Seller shall make the Property available to Buyer and its agents, consultants and engineers for such inspections and tests as Buyer deems appropriate in connection with Buyer's due diligence. Buyer shall indemnify and hold Seller harmless from and against any and all loss, costs or damage to the Property arising out of the actions taken by Buyer, its agents, engineers or consultants, in connection with Buyer's performance of due diligence. Upon completion of Buyer's tests and inspections of the Property, Buyer shall restore the Property, to the extent affected by the actions of Buyer or its agents, consultants and engineers, substantially to its condition immediately prior to the Buyer's tests and inspections.

#### 4.3 Delivery of Documents.

(a) In order to facilitate Buyer's investigation of the Property, Seller shall deliver to Buyer the following items to the extent such items are currently in Seller's possession or control or, during the term of this Agreement, come into Seller's possession or control:

(i) copies of Seller's owner's title insurance policy and all documents listed therein and Seller's most recent survey of the Property, if any;

(ii) copies of the Permits and Plans, if any; and

(iii) copies of any and all engineering reports, soil borings tests and reports, and reports relating to toxic and/or hazardous materials or substances prepared by or on behalf of Seller or its affiliates, or otherwise within Seller's possession or control, relating to the Property, if any.

(b) Seller represents to Buyer that, as of the date of this Agreement, Seller has no documents or items described in Section 4.3(a) above which would assist Buyer's investigation of the Property.

(c) Buyer shall deliver to Seller, within \_\_\_\_\_ after Buyer's receipt of same, copies of all documents prepared by or on behalf of Buyer relating to the physical condition of the Property and the zoning and land use laws and regulations applicable to the Property (collectively, "**Buyer's Due Diligence Materials**"). All Buyer's Due Diligence Materials delivered from Buyer to Seller shall be delivered for Seller's convenience only and shall be delivered expressly without any representation or warranty and without any right of Seller to rely thereon. Seller expressly acknowledges and agrees that any errors, omissions and/or inaccuracies contained in Buyer's Due Diligence Materials shall not give rise to a cause of action against Buyer or Buyer's consultant or vendor that prepared the Buyer's Due Diligence Materials in question.

## 5. Contingencies to Buyer's Obligations.

### 5.1 Conditions Precedent.

Buyer's obligations hereunder are contingent upon the satisfaction or waiver by Buyer of the following prior to the expiration of the Approval Period (hereinafter defined), as the same may be extended:

(a) The obligations of Buyer hereunder shall be subject to Buyer obtaining during the Approval Period (as defined below), all final permits, licenses, authorizations, approvals and third party actions from all applicable local, state and federal government and/or regulatory entities (e.g., planning, zoning and land use authorities, the Federal Communications Commission and any other local, state or federal board, commission or authority as may be required), which shall include, without limitation, subdivision approval (if necessary) and all necessary planning, zoning and building approvals and permits, for the purpose of Buyer developing telecommunications facilities on the Property. The development of

telecommunications facilities shall include, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location system, as such location based system may be required by any local, state or federal agency/department including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "**Project**"). All final permits, licenses, authorizations, approvals and third party actions related to the Project shall be in form and substance reasonably acceptable to Buyer and with no conditions imposed by governmental authorities other than those acceptable to Buyer in its reasonable judgment, and with all appeal periods from the issuance of any such permit or approval having expired with no appeal having been taken (or if such an appeal has been taken, with such appeal having been finally adjudicated, resolved or dismissed to Buyer's satisfaction) (in such form, collectively "**Approvals**"). Seller shall cooperate with Buyer in its efforts to obtain the Approvals.

(b) The "**Approval Period**" shall commence on \_\_\_\_\_, 20\_\_\_\_. The Approval Period may be extended by Buyer in its sole discretion for \_\_\_\_\_, so long as all applications for the Approvals necessary to develop the Project have been filed and/or submitted prior to \_\_\_\_\_ and Buyer has pursued the Approvals with due diligence.

(c) If at any time during the Approval Period, as may be extended pursuant to Section 5.1(b), Buyer determines in its sole discretion that it is unlikely that all Approvals will be obtained for Buyer's proposed development of the Project prior to the end of the Approval Period, as may be extended pursuant to Section 5.1(b), or if Buyer is denied any such Approvals, or if any of the conditions of Section 5.1(a) above are not satisfied, Buyer may terminate this Agreement by written notice to Seller, whereupon the Deposit shall be returned to Buyer, this Agreement shall terminate and all further rights, remedies and obligations of the parties hereto shall cease.

(d) Buyer may, by notice to Seller at any time during the term of this Agreement, elect to waive the receipt of one or more Approvals.

(e) If Buyer is unable to obtain the Approvals prior to the expiration of the Approval Period, as may be extended pursuant to Section 5.1(b), this Agreement shall terminate unless Buyer, at its sole option, elects to close without all Approvals having been obtained.

(f) If at any time during the Approval Period, as extended pursuant to Section 5.1(b), Buyer determines in its reasonable discretion that it is unlikely that all Approvals will be obtained for Buyer's proposed development of the Project due to the location of the Property within Seller's contiguous property, Seller and Buyer shall cooperate and negotiate in good faith to identify an alternative site on Seller's contiguous property that is substantially similar in size and general characteristics to the Property (the "**Substitute Parcel**"). If Buyer and Seller agree upon a Substitute Parcel, Buyer may pursue the Approvals for the Substitute Parcel and, for all purposes thereafter, the Property under this Agreement shall be deemed to be the Substitute Parcel.

5.2 Failure of the Conditions Precedent. To the extent not otherwise provided for in Section 5.1 above, in the event any of the foregoing conditions precedent to Buyer's obligation to purchase the Property are not satisfied or are not waived by Buyer prior to the expiration of the Approval Period, Buyer may terminate this Agreement.

5.3 Result of Termination. In the event Buyer terminates this Agreement pursuant to Sections 5.1 or 5.2 hereof, the Deposit shall be returned to Buyer within three (3) business days of termination, all obligations of the parties hereto shall cease and the parties shall be without further recourse or remedy hereunder.

## 6. INTENTIONALLY OMITTED

## 7. Title; Form of Conveyance.

7.1 Marketable Title. At the Closing the Property shall be conveyed by Seller to Buyer in fee simple absolute, by good and sufficient warranty deed (the "Deed") running to Buyer (or Buyer's nominee at Buyer's election). The Deed shall convey a good and clear record and marketable title to the Property, insurable at standard rates by the Title Company, free from all encumbrances, exceptions and defects and encroachments from or on the Property, except Permitted Exceptions (as hereinafter defined), including any liens or encumbrances created or arising after the date of the Title Commitment (as hereinafter defined). The Deed shall be in proper statutory form for recording and shall be duly executed and acknowledged and delivered by Seller at the Closing.

7.2 Title Commitment; Survey; Encumbrances. Buyer shall, at its expense, promptly order a title commitment (the "Title Commitment") from the Title Company and an ALTA Survey of the Real Property (the "Survey"). If Buyer shall not have terminated this Agreement pursuant to Section 4.1 or Article 5 herein, then Buyer shall, no later than

notify Seller of those exceptions, defects or objections enumerated in the Title Commitment or shown on the Survey which are acceptable to Buyer (collectively, the "Permitted Exceptions") and shall simultaneously therewith furnish Seller's counsel with a copy of the Title Commitment. All other exceptions, defects or objections to title, whether or not enumerated in the Title Commitment or shown on the Survey, shall be deemed disapproved by Buyer and shall constitute "Unacceptable Exceptions".

7.3 Curing Defects. If there are any Unacceptable Exceptions which can be cured by the payment of money, Seller shall be obligated to cure, discharge and remove the same on or before the Closing Date by paying the same in full and obtaining appropriate discharges or other like instruments which are in recordable form and which are sufficient to discharge and remove said title defects of record and are otherwise satisfactory in form and substance to the Title Company and Buyer. If Seller fails to comply with its obligation under the foregoing sentence, Buyer shall have the right to cure the same and any amount required to be expended (or escrowed by the Title Company in connection therewith) shall be credited against the Purchase Price payable at Closing. If there are any Unacceptable Exceptions which cannot be cured by the payment of money (each a "Non-Monetary Title Defect"), Seller shall be obligated to use all

due diligence and reasonable efforts to cure the same as expeditiously as possible. If Seller fails to cure any Non-Monetary Title Defect within thirty (30) days after it receives notification thereof from Buyer, then Buyer shall be entitled, at any time thereafter, but before all such Non-Monetary Title Defects are cured, to terminate this Agreement and the Deposit shall be returned to Buyer and, provided that Seller has used all due diligence and reasonable efforts to cure the same (and has otherwise complied with and not violated its obligations under this Agreement), then neither party hereto shall have any further obligation to the other under this Agreement.

8. Warranties and Representations by Seller.

8.1 Representations. Seller hereby warrants and represents to Buyer, knowing and intending that Buyer is relying hereon in entering into this Agreement and consummating the transactions contemplated hereby, that:

(a) Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and Agreements entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Buyer at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Buyer at the Closing will be the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms and will not violate any provisions of any agreement, judicial order or any other matter to which Seller is a party or to or by which Seller or the Property is subject or bound. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that Seller obtain any consent, license, approval or authorization of, or make any declaration or filing with, any governmental authority or third party.

(b) To the best knowledge of Seller, there are no zoning, environmental or other land use regulation proceedings, either instituted or planned to be instituted, that would detrimentally affect the use, occupancy or operation of the Property as a site for telecommunications facilities as contemplated by this Agreement or the value of the Property or affect the ability of the Buyer to develop the Project.

(c) Seller has not received any notice of any moratorium, condemnation proceeding or proceedings or agreement in the nature of eminent domain or for the dedication of any part of the Property to any public or quasi-public agency ("**Taking**") in connection with the Property; and to the best knowledge of Seller, no such proceeding or agreement is contemplated.

(d) There are no assessments or special assessments (including, without limitation, assessments for municipal improvements) filed, pending or, to the best of Seller's knowledge, proposed against the Property or any portion thereof, including, without limitation, any street improvement or special district assessments.

(e) Seller has never used, generated, processed, stored, released, discharged, transported, handled or disposed of any Hazardous Substance (as herein defined), on, in or in connection with the Property, and to the best of Seller's knowledge, no prior owner or operator of the Property or anyone else has used, generated, processed, stored, released, discharged, transported, handled or disposed of any Hazardous Substance on or in the Property. To the best of Seller's knowledge, no Hazardous Substance is present or exists on, in, under, near or about the Property. Exhibit B hereto lists all reports or writings in the possession of Seller with respect to or which relate to the environmental condition of the Property and/or any surrounding properties. As used in this Agreement the term "Hazardous Substances" shall mean and include any and all chemical, substance, material, waste or component thereof which is now listed, defined or regulated as hazardous or toxic by or under any present federal, state or local law, statute, act, rule, regulation, requirement, order, directive, code or ordinance, and all amendments thereto, pertaining in any way to health, safety and/or the environment.

(f) The Property does not constitute an "establishment" under Section 22a-134 of the Connecticut General Statutes. Seller has not been served with an order of the United States Environmental Protection Agency or the Department of Environmental Protection of the State of Connecticut of non-compliance related to any enforcement action concerning the generation, processing, handling, treatment, storage, dumping, discharge or transfer of toxic, hazardous or radioactive materials or substances (defined as aforesaid), nor has it ever been investigated in connection with same. No part of the Property or, to the best knowledge of Seller, any adjacent property has been used as a municipal dump or land fill, nor is on the DEP list of Contaminated Wells, Toxic Waste Sites or Pesticide Registration and Certifications, nor on the federal list of Toxic Waste Generators, Treatment, Storage or Disposal Facilities.

(g) No part of the Property has been used as a cemetery or burial ground.

(h) Seller has not received any notice that any default or breach exists under any covenant, condition, restriction, right of way, easement or other encumbrance affecting any part of the Property and has no knowledge of any fact or condition which would constitute such default or breach.

(i) There is not now pending, nor to the best knowledge of Seller has there been threatened, any action, suit, or proceeding against or affecting Seller or the Property before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, wherein an unfavorable ruling, decision or finding may reasonably be expected to have a material adverse affect on the development and use of the Property as a site for telecommunications facilities as contemplated by this Agreement, or would interfere with Buyer's or Seller's ability to consummate the transactions contemplated by this Agreement or would in any case or in the aggregate have a material adverse affect, financial or otherwise, on the business or affairs of Seller.

(j) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.

(k) There are no management, service, supply, maintenance or other agreements with respect to or affecting the Property and which would be binding upon Buyer or the Property after the Closing.

(l) To the best of Seller's knowledge, there are no underground storage tanks in, on, under or about the Property. There is no "facility" on the Property, as such term is defined in Section 22a-449(d)-1 of the Regulations of Connecticut State Agencies.

(m) Seller has not entered into any presently effective agreements regarding the sale, conveyance, transfer or disposition of the Property (except for the within Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, leases or the like with respect to the Property and no one has any right to use or occupy the Property or any portion thereof.

(n) Seller has not received any complaint, order, citation or notice with regard to air emissions, water discharge, noise emissions, discharges of Hazardous Substances or other environmental health or safety matter affecting Seller or the Property.

(o) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(p) Seller is not a person or entity described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001), or whose name appears on the United States Treasury Department's Office of Foreign Assets Control most current list of "Specifically Designated National and Blocked Persons", and does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities.

(q) Exhibit C attached hereto is a complete list of all Permits and Plans. The copies of the Permits and Plans furnished by Seller to Buyer and initialed by Seller or its representatives are true and complete copies thereof. Except as specified in Exhibit C, the Permits and Plans have not been amended, modified, or supplemented. Seller shall not modify, terminate or accept surrender of any of the Permits and Plans without the prior written consent of Buyer.

(r) To the best of Seller's knowledge, all Permits have been duly and validly issued by the appropriate authority and are in full force and effect and are transferable to Buyer without consent or approval of any governmental authority or agency. Seller has not received any notice of violation or default or of proceedings relating to the revocation or modification of any such Permits. Seller has paid in full for all Plans and, upon transfer of the same to Buyer at Closing, Buyer shall be entitled to use and enjoy the same as fully as Seller now may do so.

8.2 Closing Certificate. At the Closing, and as a condition thereof, without limitation of any other obligations of Seller contained in this Agreement, Seller shall certify to Buyer on

the date of Closing in writing that all of the representations and warranties made by Seller in this Agreement continue to be true and correct in all material respects as of the date of Closing as if they were made on the date of Closing.

8.3 Indemnity. Seller shall indemnify and defend Buyer against and hold Buyer harmless from any and all losses, costs, damages, liabilities and expenses (including without limitation reasonable counsel fees and counsel fees incurred to enforce this indemnity) arising out of a breach by Seller of its warranties, representations and/or covenants in this Agreement. All warranties, representations, indemnifications and covenants by Seller contained in this Agreement and made in any writing pursuant to this Agreement shall survive the Closing.

9. Warranties and Representations by Buyer.

9.1 Representations. Buyer hereby warrants and represents to Seller, knowing and intending that Seller is relying hereon in entering into this Agreement and consummating the transactions contemplated hereby, that:

(a) Buyer is, and on the Closing Date shall be a corporation duly and validly organized and existing, in good standing and governed by the laws of the State of Delaware. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and Agreements entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents that are to be executed by Buyer and delivered to Seller at the Closing, will be duly authorized, executed and delivered by Buyer, and all consents required under Buyer's organizational documents, by law or otherwise have been obtained. This Agreement is, and all documents that are to be executed by Buyer and delivered to Seller at the Closing, will be the legal, valid and binding obligations of Buyer, enforceable in accordance with their terms and will not violate any provisions of any Agreement, judicial order or any matter to which Buyer is a party or to or by which Buyer is subject. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement is subject to any requirement that Buyer obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party.

(b) Buyer acknowledges its awareness of the existence of the Algonquin Gas Pipeline running through Seller's property and the rights associated therewith; provided, however, this acknowledgement shall not limit or impair Buyer's rights under this Agreement.

9.2 Closing Certificate. At the Closing, and as a condition thereof, without limitation of any other obligation of Buyer contained in this Agreement, the Buyer shall certify to Seller on the date of Closing in writing that all representations made by Buyer in this Agreement continue to be true and correct in all materials respects as of the date of Closing as if they were made on the date of Closing.

9.3 Indemnity. Buyer shall indemnify and defend Seller against and hold Seller harmless from any and all losses, costs, damages, liabilities and expenses (including, without



limitation, reasonable counsel fees and counsel fees incurred to enforce this indemnity) arising out of a breach by Buyer of its warranties, representations and covenants hereunder. All warranties, representations, indemnifications and covenants by Buyer contained herein or made in writing pursuant to this Agreement shall survive the Closing.

10. Closing Adjustments; Roll Back Taxes.

10.1 Items to be Adjusted.

(a) Real property taxes, personal property taxes, water, sewer, electric and all other items customarily apportioned in connection with sales of similar properties similarly located shall be adjusted and apportioned at the Closing as of the close of business on the day immediately preceding the Closing in accordance with the custom of the Connecticut Bar Association. The net amount thereof shall either be paid to Seller by Buyer or paid by Seller to Buyer. With respect to real property taxes, if the Closing shall occur before the tax rate or assessment is fixed the apportionment of such real property taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation, but such taxes shall be re-adjusted as soon as the applicable rate and assessment is fixed.

(b) If any portion of the Property is now, has been or is on the Closing Date, assessed for a use, the change of which imposes a "roll back" or conveyance tax, then Seller shall be responsible for all "roll back taxes" or other conveyance taxes which relate to any periods prior to the Closing, plus the year during which the Closing takes place, pursuant to Connecticut General Statutes § 12-504a or otherwise. At the Closing, Seller shall pay to Buyer (or allow Buyer a credit against the Purchase Price for the same), an amount of roll back taxes or other conveyance taxes which will be assessable against the Property in connection with all periods referred to above, as reasonably estimated by Buyer. Any underpayment or overpayment based upon such estimate shall be finalized and/or corrected and properly adjusted between the parties as soon as practicable thereafter.

(c) All assessments (for municipal improvements) affecting the Property, whether confirmed or unconfirmed, regardless of when payable and regardless of when the improvements will be or may have been constructed, in existence or effect as of the Closing Date, shall be paid by Seller on or before the Closing Date (including those portions of any such assessment which may be paid in installments after the Closing). If any assessment affecting the Property first comes into being after the date of this Agreement, then Buyer shall have the right to terminate this Agreement upon notice given to Seller within thirty (30) days after Buyer is notified in writing of the existence of such assessment, in which event Buyer shall be entitled to the return of the Deposit and if Seller is not in breach or default of any of its representations, warranties, covenants or obligations hereunder all other obligations of the parties hereto shall cease and this Agreement shall be terminated and the parties shall be without further recourse hereunder. If Buyer does not elect to terminate this Agreement in accordance with the foregoing then, in addition to Seller's obligations contained in the first sentence of this subsection (c), Seller shall be responsible for paying all those assessments or portions thereof which are required

to be paid prior to the Closing (which shall not include any portion of an assessment which Seller has elected to pay in installments, which installments are payable after the Closing).

10.2 Corrections. In the event that any of the apportionments contemplated above cannot be determined at the time of Closing by the Seller or Buyer or both or in the event that any such apportionments are incorrectly calculated at the time of Closing or thereafter, the parties shall, as soon as feasible thereafter, make such apportionment or correct such apportionment, as the case may be.

10.3 Conveyance Taxes. Seller shall pay all transfer and conveyance taxes. Buyer shall pay for the cost of recording the Deed, the cost of the Survey and the premium for issuance of the Title Policy.

10.4 Survival. The obligations of the parties contained in this Section 10 shall survive the Closing.

11. Covenants by Seller.

11.1 Covenants. Between the Effective Date and the Closing, Seller agrees that:

(a) it will maintain the Property in the same condition as it is on the Effective Date of this Agreement (reasonable wear and tear excepted);

(b) it will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate;

(c) it will make available to Buyer, for inspection, examination, review and copying, all engineering reports, environmental reports, title materials, plans and specifications and other materials of, for and with respect to the Property which are in Seller's possession;

(d) it will perform all material obligations with respect to the Property under all easements, covenants, restrictions and agreements of record;

(e) it will promptly give notice to Buyer of every threatened or actual litigation whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Buyer) or any portion thereof between the date of this Agreement and the Closing;

(f) it will not, without the prior written consent of Buyer, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof, or any adjacent property;

(g) it will not sell, assign, transfer or encumber all or any portion of the Property or any interest therein or dispose of or abandon any thereof;

(h) it will not grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants or restrictions affecting all or any portion of the Property;

(i) it will not enter into any mortgages, operating agreements, ground leases, space leases or other Agreements or encumbrances with respect to or affecting the Property or any portion thereof;

(j) it will promptly notify Buyer if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true;

(k) it will make the Property available to Buyer and its agents, consultants and engineers for such investigations, inspections and tests as Buyer deems appropriate; and

(l) it will cooperate with Buyer in Buyer's efforts to obtain all Approvals (including, without limitation, all required local, state and federal permits and approvals) necessary to permit Buyer to construct the Project on the Land.

12. Additional Conditions to Buyer's Obligations.

12.1 Conditions. Without limitation of any other conditions to Buyer's obligation to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Closing):

(a) All of the representations by Seller set forth in this Agreement or any Exhibit attached hereto shall be true and correct in all material respects. With respect to any representation made to the best of Seller's knowledge, the condition to Closing shall be not only that such representation still be true to the best of Seller's knowledge, but that the specific fact or condition that was the subject of the representation also be true;

(b) Seller shall have performed, observed and complied with all covenants and obligations required by this Agreement to be performed by Seller at or prior to Closing;

(c) Full possession of the Property, free of all claims of and possession by all tenants and occupants, is to be delivered at the Closing, the Property to be then (i) in the same condition as it now is; and (ii) in the same condition as described in any hazardous material site evaluation report obtained by Buyer and not objected to by Buyer during the Due Diligence Period, there having been no change in such condition from the date of such report;

(d) Buyer shall have obtained, subject only to payment of the regular premium therefore, an ALTA owner's extended coverage title insurance policy (with such endorsements as Buyer may require) dated the date of the Closing issued by the Title Company, insuring Buyer's fee simple title to the Land, subject only to Permitted Exceptions and insuring against all mechanics', laborers' and materialmen's liens and claims on account of any work performed on

or in connection with or materials supplied to the Land through the date of the Closing (including unfiled and inchoate liens and claims), in an amount determined by Buyer (the "Title Policy"). The title insured shall be in the condition set forth in the Title Commitment and shall contain only the Permitted Exceptions;

(e) Seller shall deliver to Buyer a non-exclusive access and utility easement, in a form satisfactory to Buyer in its sole discretion, above, over, beneath and across a portion of Seller's remaining land, in order to allow Buyer, its agents and assigns, complete and unrestricted access to the Land for (i) ingress and egress by foot or motor vehicle, including trucks, for the purpose of construction, installation, operation, maintenance, repair, replacement and removal of Buyer's equipment, improvements, structures and facilities, and (ii) the installation, maintenance, operation, repair, replacement and removal from time to time of utility wires, poles, cables, conduits, pipes and other related equipment. This easement shall contain language such that in the event any public utility company requires an easement or right-of-way to service the Land, Seller, at no cost or expense to Buyer, hereby agrees to grant Buyer or such public utility companies such additional rights-of-way and easements in areas designated by Seller which are acceptable to the applicable utility companies. Furthermore, any mortgage or lien encumbering Seller's remaining land shall be subordinated to this easement, and any such subordinations shall be delivered in writing by Seller to Buyer in the form of a subordination agreement at or prior to the Closing; and

(f) Seller shall deliver to Buyer (or the Deed shall contain) a Declaration of Restrictive Covenant (the "Declaration") over Seller's remaining land (i.e., the approximate 38 acres of land not identified as the Land and being generally shown on Exhibit A), which Declaration shall restrict Seller, its successors and assigns, from selling, leasing, licensing or using any other portion of Seller's remaining land for the use, installation, operation or maintenance of other communications facilities, except for telephone service utilizing land lines and other wiring necessary for internet access.

### 13. Closing Deliveries.

13.1 Seller's Obligations. At the Closing, Seller shall, without limitation of Seller's obligations under this Agreement, deliver the following documents satisfactory in form and substance to Buyer and Buyer's counsel, properly executed and acknowledged as required:

- (a) The Deed and the Declaration;
- (b) Originals of all Permits and Plans, all amendments thereto and all records and correspondence relating thereto;
- (c) To the extent applicable, a warranty Bill of Sale relating to the Permits and Plans listed on Exhibit C;
- (d) A certification of non-foreign status in the form required by law and satisfactory to Buyer in its reasonable judgment;

(e) Evidence satisfactory to Buyer and the Title Company that all necessary approvals, licenses and/or consents have been obtained and such other evidence satisfactory to Buyer or the Title Company of Seller's authority and the authority of the signatory on behalf of Seller to convey the Property pursuant to this Agreement;

(f) Affidavits sufficient for the Title Company to delete any exceptions for parties in possession or mechanics or materialmen's liens from the Title Policy, and such other affidavits relating to the Title Policy as the Title Company may reasonably request;

(g) A certificate restating as of the Closing Date all of Seller's representations and warranties contained herein;

(h) An original of a Closing Statement setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the "Closing Statement");

(i) Customary transfer and conveyance tax forms;

(j) An original 1099-S certification;

(k) To the extent applicable, an assignment by Seller to Buyer of any guarantees, warranties, permits, licenses, approvals or other rights benefiting the Property which shall be in form reasonably satisfactory to Buyer's counsel; and

(l) Such other instruments as Buyer may reasonably request consistent with the terms of this Agreement.

13.2 Buyer's Obligations. At the Closing, Buyer shall, without limitation of Buyer's obligations under this Agreement, deliver the following documents satisfactory in form and substance to Seller and Seller's counsel, properly executed and acknowledged as required:

(a) The Purchase Price;

(b) The Closing Statement;

(c) A certificate restating as of the Closing Date all of Buyer's representations and warranties contained herein; and

(d) Such other instruments as Seller may reasonably request consistent with the terms of this Agreement.

#### 14. Brokers.

Each of Buyer and Seller represents to the other that no agent or broker has been instrumental in effecting this transaction. Seller represents that it has not given any agent or broker a listing to sell the Property, nor has any agent or broker introduced Buyer to Seller, nor

has any other agent or broker been instrumental in effecting this transaction. Each party shall indemnify and hold the other party harmless in connection with any commission or other liability claimed or incurred by the other party as a result of the breach of any agreement or representation herein by the indemnifying party, including counsel fees and other litigation costs, provided that the party seeking indemnification shall have given prompt notice of any such claim or liability asserted and shall have offered the other party the opportunity to defend against such claim or liability. The obligations under this Section 14 shall survive the Closing or the earlier termination of this Agreement.

15. Risk of Loss.

15.1 Taking. In the event Seller receives any notice of a Taking or proposed Taking prior to Closing, Seller will immediately deliver a copy of such notice to Buyer. If all or any part of the Property and/or any proposed access and utility easement appurtenant to the Property, as contemplated by this Agreement, has been or is taken prior to Closing, or if any proceeding for a Taking has been or is commenced prior to Closing, or if notice of the contemplated commencement thereof has been or is given to Seller and/or Buyer prior to Closing, Buyer shall have the right, at its sole option, to terminate this Agreement by notice to Seller within fifteen (15) days after receipt by Buyer of written notice of the Taking or the proposed Taking. If Buyer does not terminate this Agreement, the Purchase Price shall be reduced by the total of all awards or damages received prior to Closing by Seller and any party claiming under or through Seller; and Seller and any party claiming under or through Seller shall, at Closing, assign to Buyer all right, title and interest in and to all awards or damages to which Seller or such party may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain or condemnation with respect to or for the Taking of the Property, any proposed appurtenant easement to the Property or any portions thereof. Seller shall not settle any claim for any award or damages for any Taking without the prior written consent of Buyer.

15.2 Casualty. In the event that loss or damage to the Property by fire or other casualty does occur prior to the Closing Date, Seller shall promptly give notice of same to Buyer. Such loss or damage shall not affect the rights and obligations of the parties hereto. At the Closing Buyer shall receive a credit for all insurance monies theretofore recovered or to be recovered by Seller and any party claiming under or through Seller on account of such loss or damage, plus the amount of any deductibles under any applicable policies of insurance.

16. Assignment.

16.1 Assignment and Assumption. Buyer shall have the right, without Seller's consent, to assign this Agreement and its rights hereunder to any entity which shall control, be controlled by or under common control with Buyer. Buyer shall have the right to assign this Agreement to any other party with Seller's consent, which consent shall not be unreasonably withheld or delayed, and any assignee of Buyer shall be entitled to all of the rights and powers of Buyer hereunder. If Buyer assigns this Agreement, the assignee shall assume all responsibility for any obligations of Buyer hereunder.

17. Notices.

Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed to be given when hand delivered or one (1) business day after pickup by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed for next business day delivery, in either case addressed to the parties at their respective addresses referenced, or when transmitted by facsimile, with answer back confirmation, provided that if notices are given by facsimile a copy thereof must be sent on the same day by nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed for next business day delivery. Either party may change the address to which notices to it shall be sent by a notice sent in accordance with the requirements of this Section 17.

To Buyer:

Message Center Management, Inc.  
40 Woodland Street  
Hartford, CT 06105  
Attn: Maria A Scotti  
Facsimile Number: (860) 727-5762

*With a copy to:*

Day Pitney LLP  
One Canterbury Green  
Stamford, CT 06901-2047  
Attn: Michael P. Byrne, Esq.  
Facsimile Number: (203) 977-7301

To Seller:

Joseph L.A. Robert  
2044 Greenview Cove Drive  
Wellington, Florida 33414-7735  
Facsimile Number: \_\_\_\_\_

*and:*

Homer Scoville  
500 Bald Eagle Drive  
Naples, Florida 34105  
Facsimile Number: \_\_\_\_\_

To Title Company:

First American Title Insurance Company

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

Facsimile Number: \_\_\_\_\_

18. Title Company.

18.1 Delivery of Deposit. The Title Company shall deliver the Deposit to Seller or Buyer promptly after receiving a joint written notice from Seller and Buyer directing the disbursement of the same, such disbursement to be made in accordance with such direction. If the Title Company receives written notice from Buyer or Seller that the party giving such notice is entitled to the Deposit, which notice shall describe with reasonable specificity the reasons for such entitlement, then the Title Company shall (a) promptly give notice to the other party of the Title Company's receipt of such notice and enclosing a copy of such notice and (b) subject to the provisions of the following paragraph which shall apply if a conflict arises, on the fourteenth (14th) day after the giving of the notice referred to in clause (a) above, deliver the Deposit to the party claiming the right to receive it.

18.2 Alternative Actions. In the event that the Title Company shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of the Title Company, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) Hold the Deposit as provided in this Agreement and decline to take any further action until the Title Company receives a joint written direction from Buyer and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case the Title Company shall then disburse the Deposit in accordance with such direction;

(b) In the event of litigation between Buyer and Seller, the Title Company may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) The Title Company may deliver the Deposit to a court of, competent jurisdiction and therein commence an action for interpleader, the cost thereof to the Title Company to be borne by whichever of Buyer or Seller does not prevail in the litigation.

18.3 Liability. The Title Company shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. In no event shall the Title



Company's liability hereunder exceed the aggregate amount of the Deposit. The Title Company shall be under no obligation to take any legal action in connection with the Deposit or this Agreement or to appear in, prosecute or defend any action or legal proceeding which would or might, in its sole opinion, involve it in cost, expense, loss or liability unless, in advance, and as often as reasonably required by it, the Title Company shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such cost, expense, loss or liability. Notwithstanding any other provision of this Agreement, Buyer and Seller jointly indemnify and hold harmless the Title Company against any loss, liability or expense incurred without bad faith on its part and arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any claim of liability.

18.4 Modification. The Title Company shall not be bound by any modification of this Agreement unless the same is in writing and signed by Buyer, Seller and the Title Company. From time to time on or after the Effective Date, Buyer and Seller shall deliver or cause to be delivered to the Title Company such further documents and instruments that fall due, or cause to be done such further acts as the Title Company may reasonably request (it being understood that the Title Company shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance with this Agreement or to assure itself that it is protected in acting hereunder.

18.5 Expenses. The Title Company shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred by Buyer and Seller, which expenses shall be paid and borne equally by Buyer and Seller, unless such expenses are associated with litigation between Buyer and Seller, in which event they shall be borne by the party that does not prevail in the litigation. The Title Company shall not seek reimbursement for the services of its employees and partners, but only for its actual and reasonably incurred out-of-pocket expenses.

19. Miscellaneous.

19.1 Governing Law; Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. If Seller shall consist of more than one person or entity, the liability hereunder of the persons and/or entities comprising Seller shall be joint and several.

19.2 Amendment. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and may only be amended by a writing executed by the parties hereto. All prior negotiations and discussions by the parties hereto with respect to the subject matter hereof are merged herein and superseded hereby.

19.3 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer and Buyer shall be entitled to all rents, issues and profits therefrom.

19.4 Cooperation. After the Closing Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.

19.5 Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each such counterpart shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19.6 Captions. The captions in this Agreement are inserted only for the purpose of convenience of reference and in no way define, limit or describe the scope or intent of this Agreement or any part thereof.

19.7 Waivers. Buyer shall have the right to waive any condition to its obligation to close title to the Property. No waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative.

19.8 Indemnification. Seller shall defend (by counsel reasonably satisfactory to Buyer), indemnify and hold Buyer harmless from any and all claims made against Buyer and losses, liabilities and expenses incurred by Buyer (including without limitation counsel fees and litigation costs) resulting from any conditions existing, actions or omissions occurring or claims accruing with respect to the Property on or before the Closing Date.

19.9 Construction. Each provision of this Agreement has been mutually negotiated, prepared and drafted, each party has been represented by legal counsel, and in connection with the construction of any provision hereof or deletions herefrom no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision or deletion.

19.10 Confidentiality. Except to the extent that said information must be disclosed in connection with an application for permits or approvals contemplated herein, the information set forth herein is intended to be private and confidential between the persons or entities signing this Agreement and is not to be disclosed to third parties without the consent of each of such person or entity; provided, however, that it may be disclosed as required by applicable law and to legal counsel, banks, and other consultants to and contractors for said persons or entities for purposes incidental to this Agreement or to the conduct of the business by said person or entities. Except as expressly set forth in this Section 19.10, the confidentiality covenants set forth in the immediately preceding sentence shall survive the termination of this Agreement by either Buyer or Seller. If the transaction contemplated by this Agreement is not consummated for any reason, the Buyer's Due Diligence Materials delivered from Buyer to Seller shall not be subject to any confidentiality restriction. If the transaction contemplated by this Agreement is consummated,

the materials delivered from Seller to Buyer under Section 4.3 shall not be subject to any confidentiality restriction.

19.11 Recitals. The recitals to this Agreement are incorporated herein by reference and made a part hereof.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**BUYER:**

**MESSAGE CENTER MANAGEMENT,  
INC., a Delaware corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
JOSEPH L. A. ROBERT

\_\_\_\_\_  
HOMER SCOVILLE

**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**BUYER:**

**MESSAGE CENTER MANAGEMENT,  
INC., a Delaware corporation**

By: \_\_\_\_\_  
Name:  
Title:

**SELLER:**

  
\_\_\_\_\_  
JOSEPH L. A. ROBERT

\_\_\_\_\_  
HOMER SCOVILLE

**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**BUYER:**

**MESSAGE CENTER MANAGEMENT,  
INC., a Delaware corporation**

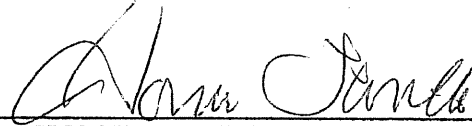
By: \_\_\_\_\_

Name:

Title:

**SELLER:**

\_\_\_\_\_  
**JOSEPH L. A. ROBERT**



\_\_\_\_\_  
**HOMER SCOVILLE**

**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

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

Name:

Title:

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**BUYER:**

**MESSAGE CENTER MANAGEMENT,  
INC., a Delaware corporation**

By: \_\_\_\_\_  
Name:  
Title:


**SELLER:**

\_\_\_\_\_  
JOSEPH L. A. ROBERT

\_\_\_\_\_  
HOMER SCOVILLE

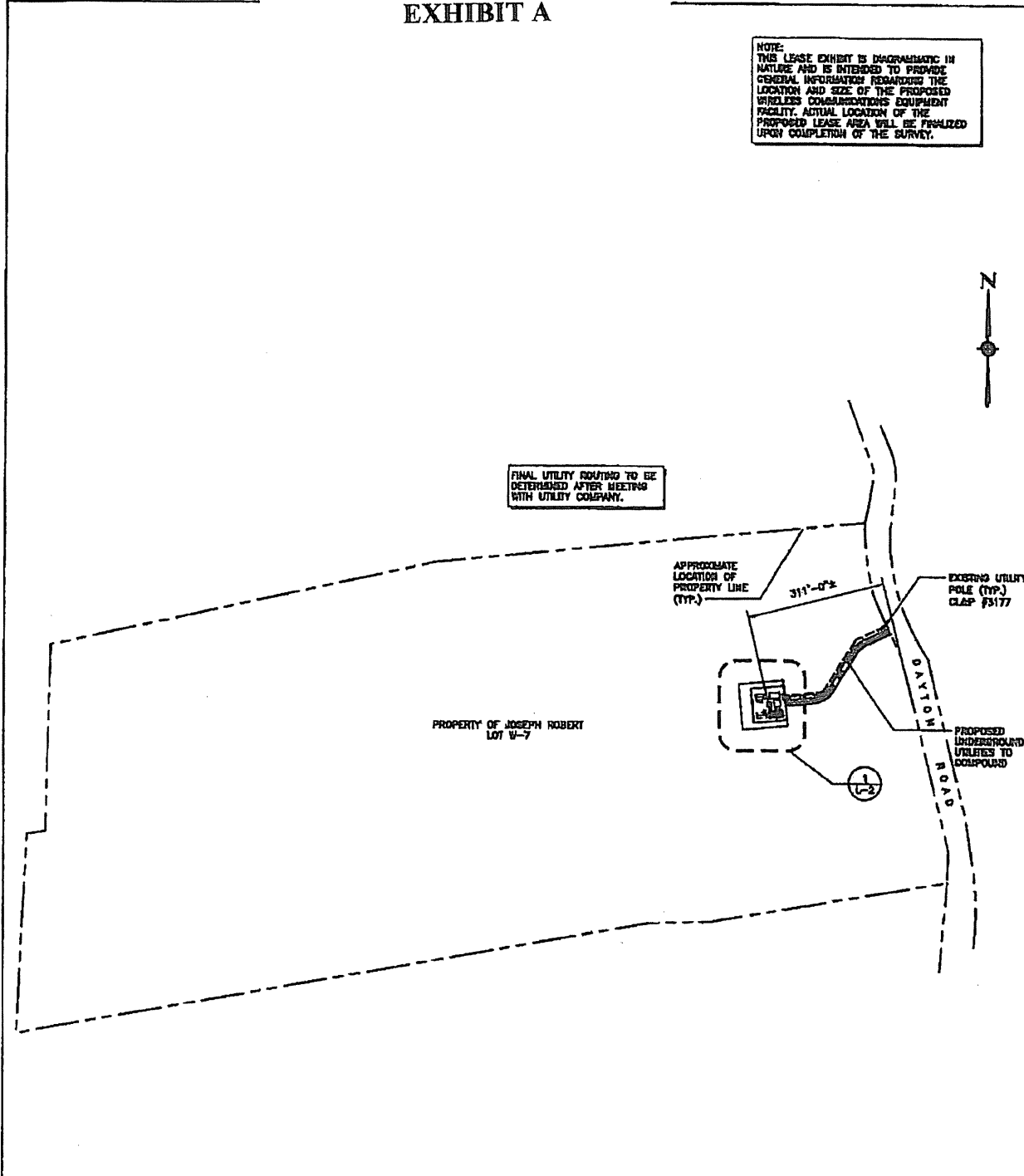
**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

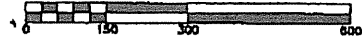
By:   
Name: GEORGE BROWN  
Title: Vice President

# EXHIBIT A

NOTE:  
THIS LEASE EXHIBIT IS DIAGRAMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATIONS EQUIPMENT FACILITY. ACTUAL LOCATION OF THE PROPOSED LEASE AREA WILL BE FINALIZED UPON COMPLETION OF THE SURVEY.



**1** PARTIAL SITE PLAN  
L-1 SCALE 1" = 300'-0"



PROJECT NO. 30224044 Designed by: Drawn by: PJS Checked by: Approved by:	<b>ACS CORPORATION</b> 500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-800-629-6032	<b>MESSAGE CENTER MANAGEMENT</b> 40 WOOLAND STREET HARTFORD, CONNECTICUT 08105 LOT W-7 DAYTON ROAD GLASTONBURY, CONNECTICUT	<table border="1"> <tr> <td>REV.</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> Station AS NOTED Station OS-28-07 Job No. MCM 008 File No. L-1	REV.	DATE	DESCRIPTION							Dep. No.  <b>L-1</b> Page 1 of 3
REV.	DATE	DESCRIPTION											



Exhibit B

**Environmental Reports**

Exhibit C

**Permits and Plans**

None.

Exhibit D

**Form Lease Agreement**

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") dated as of the 18<sup>th</sup> day of September, 2008, is entered into by and between **JOSEPH L.A. ROBERT**, an individual with an address of 2044 Greenview Cove Drive, Wellington, FL 33414-7735, and **HOMER SCOVILLE**, an individual with an address of 500 Bald Eagle Drive, Naples, FL 34105 (collectively, "**Seller**"), and **MESSAGE CENTER MANAGEMENT, INC.**, a Delaware corporation having an office at 40 Woodland Street, Hartford, Connecticut 06105 ("**Buyer**").

**RECITALS:**

A. Seller and Buyer entered into a Purchase and Sale Agreement dated as of June 20, 2008 (the "**Agreement**") for the Property located off Dayton Road in Glastonbury, Connecticut, which Property is more particularly described in the Agreement. Unless otherwise defined herein, all capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller and Buyer have agreed to modify the Agreement, as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

1. The introduction and recitals set forth above are true and correct and are incorporated herein as a substantive part of this Amendment.

2. The Agreement hereby is amended to delete Section 3 and to substitute therefor the following:

"4. Time and Place of Closing. The closing (the "**Closing**") of the transaction contemplated hereby shall take place on or before \_\_\_\_\_ (the "**Closing Date**"), unless the Approval Period (hereinafter defined) is extended by Buyer pursuant to Section 5.1(b), in which case the Closing Date shall be extended \_\_\_\_\_ and the Closing shall take place on or before \_\_\_\_\_. The Closing shall take place at the offices of Buyer's attorneys in Hartford, Connecticut or at such other place within the State of Connecticut as Buyer may designate."

3. The Agreement hereby is amended to delete the second sentence of Section 4.1 and to substitute therefor the following:

"Buyer shall conduct this investigation in the period of time commencing on the Effective Date and expiring on \_\_\_\_\_ (the "**Due Diligence Period**")."

4. The Agreement hereby is amended to delete Section 5.1(b) and to substitute therefor the following:

"(b) The "**Approval Period**" shall commence on the Effective Date and shall expire on \_\_\_\_\_. The Approval Period may be extended by Buyer in its sole discretion for \_\_\_\_\_, so long as all applications for the Approvals necessary to develop the Project have been filed and/or submitted prior to \_\_\_\_\_ and Buyer has pursued the Approvals with due diligence."

5. All the terms and conditions of the Agreement not expressly modified hereby shall remain in full force and effect.

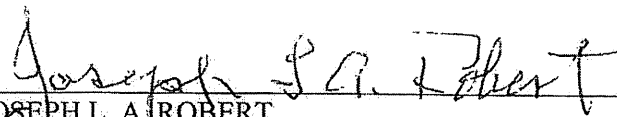
6. This Amendment shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.


7. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

*[SIGNATURE PAGE TO FOLLOW]*

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

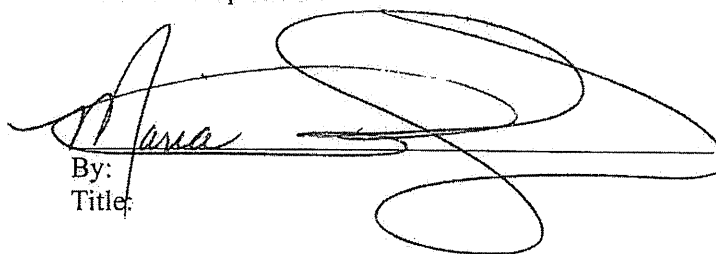
**SELLER:**

  
\_\_\_\_\_  
JOSEPH L. A. ROBERT

  
\_\_\_\_\_  
HOMER SCOVILLE

**BUYER:**

MESSAGE CENTER MANAGEMENT, INC., a  
Delaware corporation

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

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Second Amendment") dated as of the 27th day of February, 2009, is entered into by and between JOSEPH L.A. ROBERT, an individual with an address of 2044 Greenview Cove Drive, Wellington, FL 33414-7735, and HOMER SCOVILLE, an individual with an address of 500 Bald Eagle Drive, Naples, FL 34105 (collectively, "Seller"), and MESSAGE CENTER MANAGEMENT, INC., a Delaware corporation having an office at 40 Woodland Street, Hartford, Connecticut 06105 ("Buyer").

RECITALS:

A. Seller and Buyer entered into a Purchase and Sale Agreement dated as of June 20, 2008 (the "Original Agreement") for the Property located off Dayton Road in Glastonbury, Connecticut, which Property is more particularly described in the Agreement (as hereinafter defined).

B. Seller and Purchaser entered into a First Amendment to Purchase and Sale Agreement (the "First Amendment"), dated as of September \_\_, 2008, which First Amendment modified certain terms of the Original Agreement.

C. The Original Agreement, as amended by the First Amendment, shall hereinafter be referred to as the "Agreement".

D. Seller and Buyer have agreed to modify the Agreement, as more particularly set forth in this Second Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

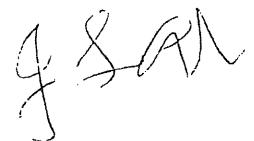
1. Unless otherwise defined herein, all capitalized terms have the meanings assigned to such terms in the Agreement.

2. The introduction and recitals set forth above are true and correct and are incorporated herein as a substantive part of this Second Amendment.

3. The Agreement hereby is amended to delete Section 3 and to substitute therefor the following:

"3. Time and Place of Closing. The closing (the "Closing") of the transaction contemplated hereby shall take place on or before \_\_\_\_\_ (the "Closing Date"), unless the Approval Period (hereinafter defined) is extended by Buyer pursuant to Section 5.1(b), in which case the Closing Date shall be extended \_\_\_\_\_ and the Closing shall take place on or before \_\_\_\_\_. The Closing shall take place at the offices of Buyer's attorneys in Hartford, Connecticut or at such other place within the State of Connecticut as Buyer may designate."

4. The Agreement hereby is amended to delete the second sentence of Section 4.1



and to substitute therefor the following:

“Buyer shall conduct this investigation in the period of time commencing on the Effective Date and expiring on (the “Due Diligence Period”).”

5. The Agreement hereby is amended to delete Section 5.1(b) and to substitute therefor the following:

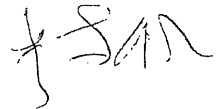
“(b) The “Approval Period” shall commence on the Effective Date and shall expire on . The Approval Period may be extended by Buyer in its sole discretion for , so long as all applications for the Approvals necessary to develop the Project have been filed and/or submitted prior to and Buyer has pursued the Approvals with due diligence.”

6. All the terms and conditions of the Agreement not expressly modified hereby shall remain in full force and effect.

7. This Second Amendment shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Second Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

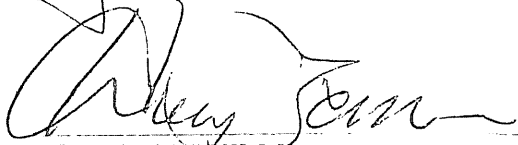
A handwritten signature in black ink, appearing to read "J. SAN".



IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the year and date first above written.


SELLER:

  
\_\_\_\_\_  
JOSEPH L. A. ROBERT

  
\_\_\_\_\_  
HOMER SCOVILLE

BUYER:

MESSAGE CENTER MANAGEMENT, INC., a  
Delaware corporation

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