# Photographic Documentation

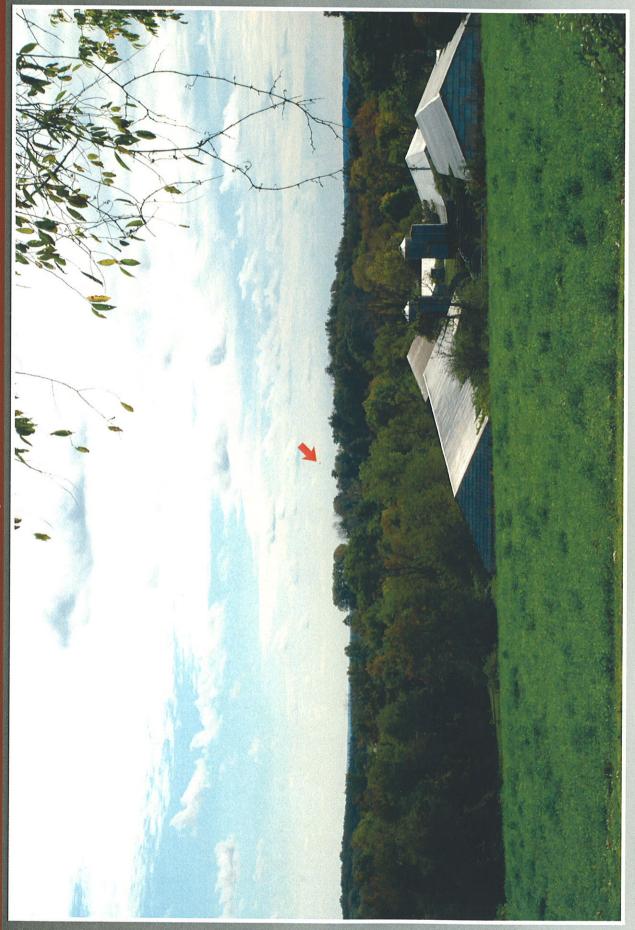


PHOTO TAKEN FROM BLACKNOR ROAD ADJACENT TO HOUSE #54, LOOKING SOUTHEAST DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.16 MILES +/-



## Photographic Simulation

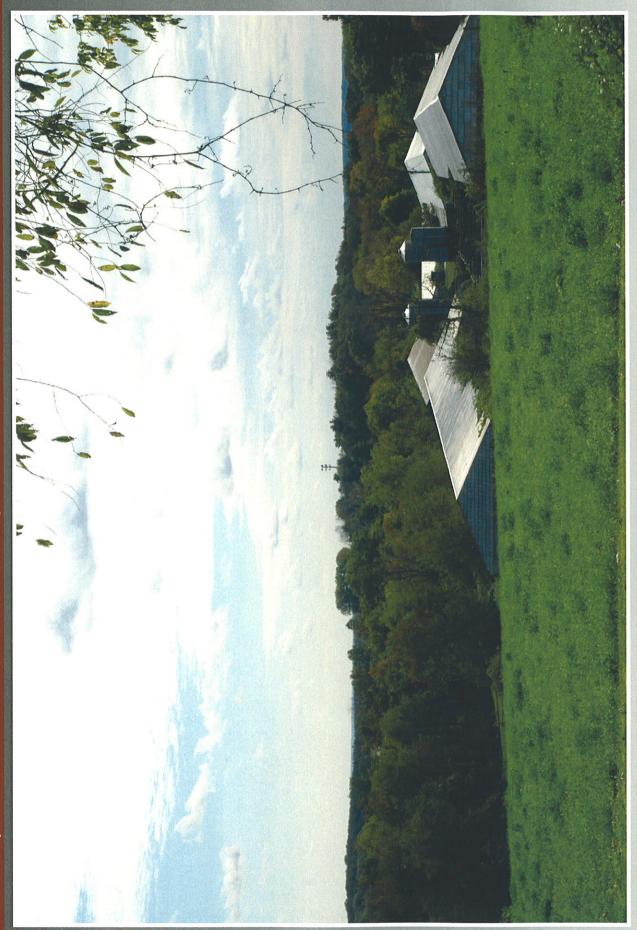


PHOTO TAKEN FROM BLACKNOR ROAD ADJACENT TO HOUSE #54, LOOKING SOUTHEAST DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.16 MILES +/-





PHOTO TAKEN FROM CHANDLER SCHOOL ROAD, LOOKING NORTHWEST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.18 MILES +/-



PHOTO TAKEN FROM CONVERSE ROAD ADJACENT TO HOUSE #780, LOOKING SOUTHWEST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.85 MILE +/-

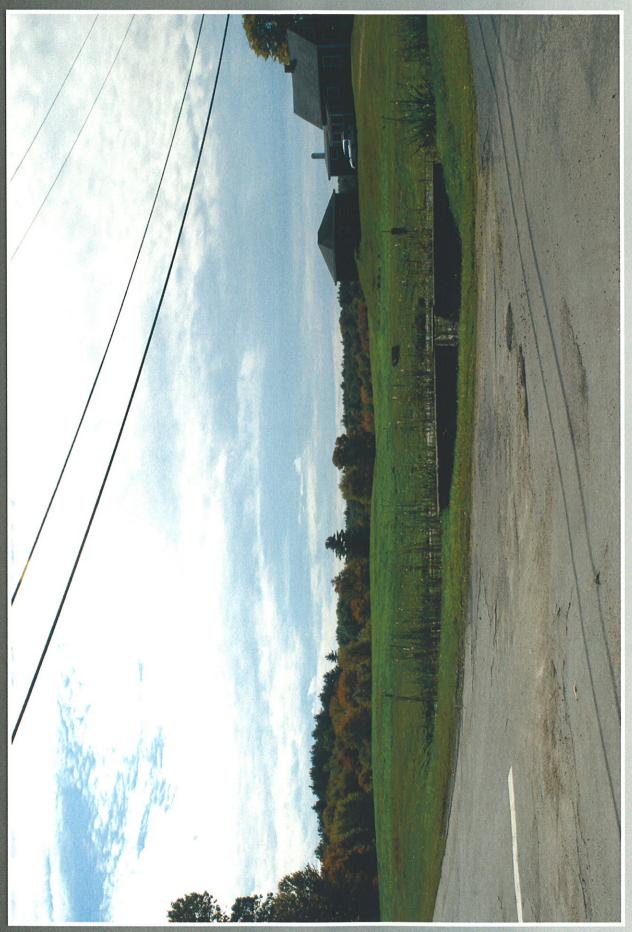


PHOTO TAKEN FROM CURTISS ROAD AT ROBERTS ROAD, LOOKING SOUTHWEST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.14 MILES +/-

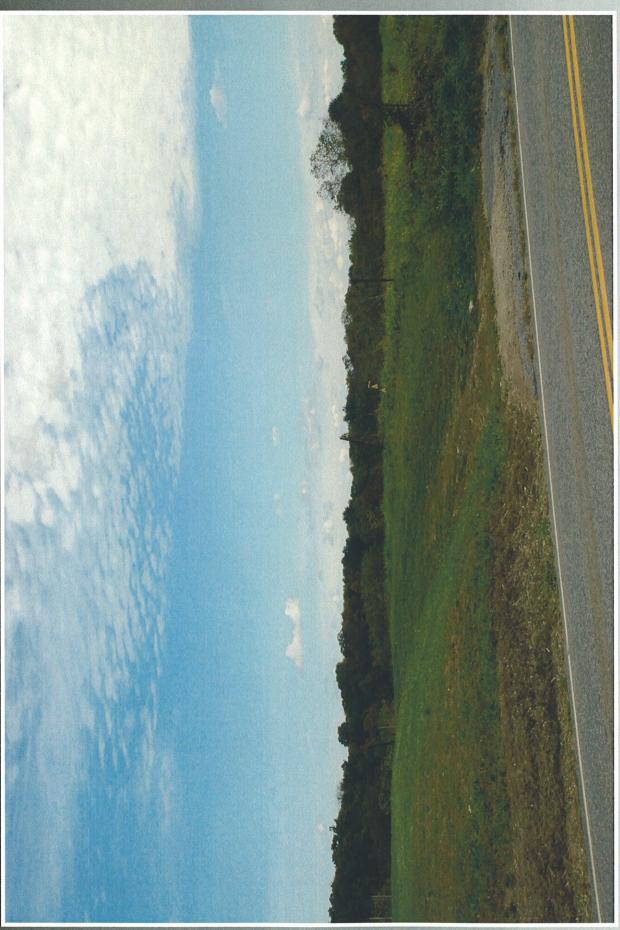


PHOTO TAKEN FROM ROUTE 169, LOOKING EAST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.16 MILES +/-



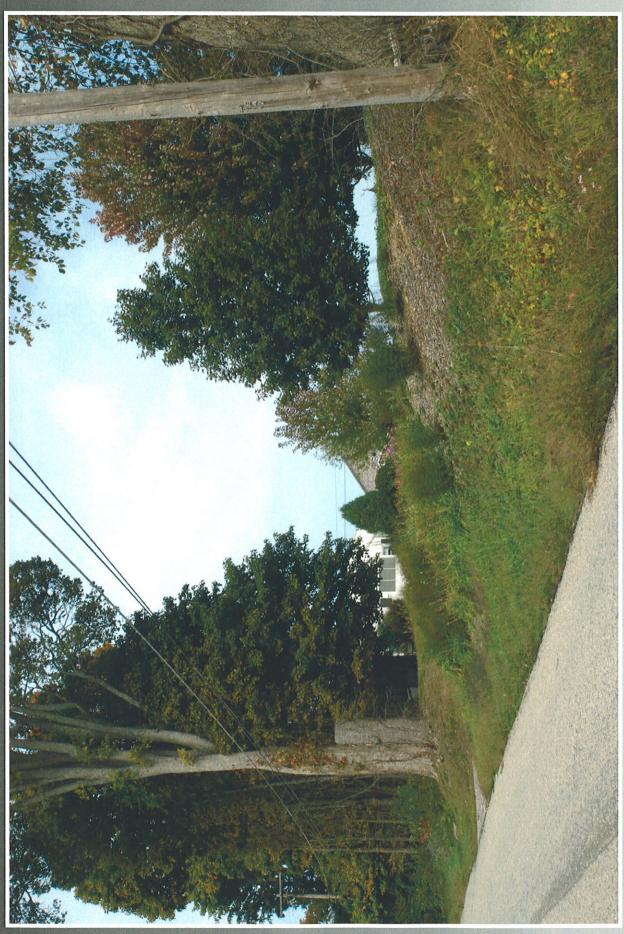
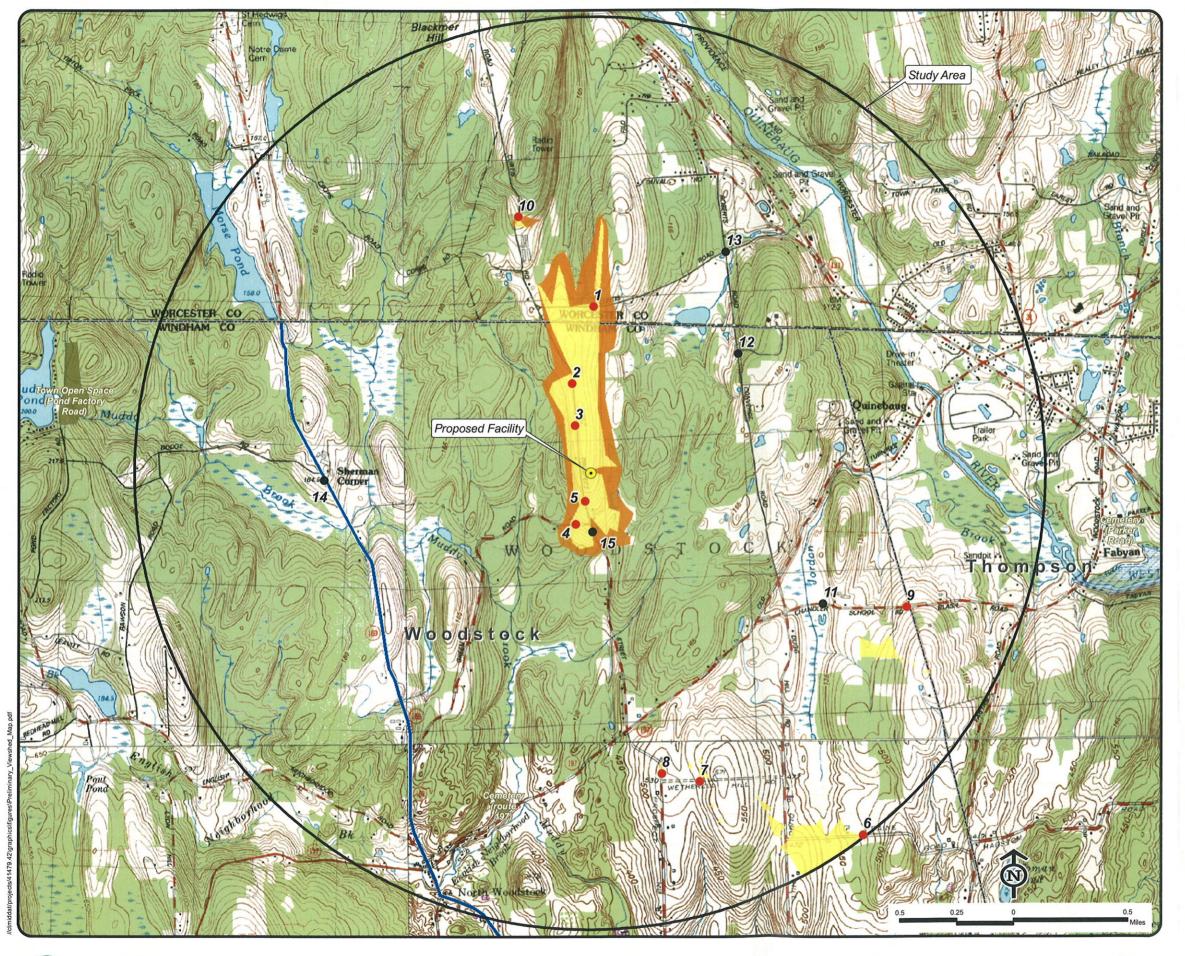


PHOTO TAKEN FROM PROSPECT STREET SOUTH OF GREEN ROAD, LOOKING NORTH - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 1.28 MILES +/-

### Attachment B

Viewshed Map



### Viewshed Analysis Proposed Verizon Wireless Telecommunications Facility Woodstock East 445 Prospect Street Woodstock, Connecticut

### NOTE:

- Viewshed analysis conducted using ESRI's Spatial Analyst.
  Proposed Facility height is 130 feet.
- Existing tree canopy height estimated at 65 feet.
- Study Area is comprised of a two-mile radius surrounding the proposed facility and includes 8,042 acres of land.

### DATA SOURCES:

- Digital elevation model (DEM) derived from Connecticut LiDAR-based Digital Elevation Data (collected in 2000) with a 10-foot spatial resolution produced by the University of Connecticut and the Center for Land Use Education and Research (CLEAR); 2007
- Forest areas derived from 2006 digital orthophotos with 1-foot pixel resolution; digitized by VHB, 2009
- Base map comprised of Eastford (1983), Putnam (1970), Southbridge (1979) and Webster (1979) USGS Quadrangle Maps
- Protected municipal and private open space properties and federal protected properties and data layers provided by CT DEP, 1997
  - Protected CT DEP properties data layer provided by CTDEP, May 2007
- CT DEP boat launches data layer provided by CT DEP, 1994
- Scenic Roads layer derived from available State and Local listings.

Map Compiled November, 2009

### Legend

Proposed Site Location

Photographs - October 2, 2009

Balloon is not visible

Balloon visible above trees

Seasonal Visibility (Approximately 102 acres)

Year-Round Visibility (Approximately 167 acres)

Protected Municipal and Private Open Space Properties (1997) Cemetery

Preservation

Conservation Existing Preserved Open Space

Recreation General Recreation

School Uncategorized CT DEP Protected Properties (2007)

State Forest State Park

DEP Owned Waterbody State Park Scenic Reserve

Historic Preserve Natural Area Preserve Fish Hatchery

Flood Control Other

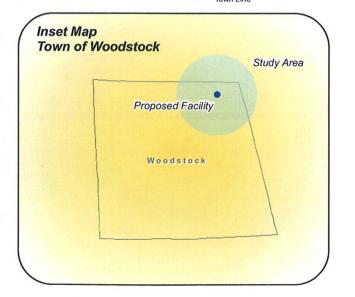
State Park Trail Water Access

Wildlife Area Wildlife Sanctuary

Federal Protected Properties (1997)

T DEP Boat Launches (1994) Scenic Road (State and Local)

--- Town Line









### **Connecticut Commission on Culture & Tourism**

August 31, 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

445 Prospect Street Woodstock, CT

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the above-named project. This office expects that the proposed undertaking will have <u>no effect</u> 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







### STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



Bureau of Natural Resources Wildlife Division 79 Elm Street, Sixth Floor Hartford, CT 06106 Natural Diversity Data Base

August 7, 2009

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

> re: East Woodstock New Telecommunication Facility at 445 Prospect Street in Woodstock, Connecticut

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 East Woodstock new telecommunication facility at 445 Prospect Street in Woodstock, Connecticut. I have determined that the proposed activities will not impact any known extant population of Federal or State Endangered, Threatened or Special Concern Species that may occur in the vicinity of this project site.

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's 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 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

m. mole

Biologist/Environmental Analyst 3

Cc: NDDB File # 17084

AUG 1 1 2009
VANASSE HANGEN BRUSTLIN, INC.

### Transportation Land Development Environmental Services



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: September 21, 2009

Project No.: 41479,42

From: Dean Gustafson

Senior Environmental Scientist

Re: USFWS Compliance Determination

East Woodstock 445 Prospect Street Woodstock, Connecticut

Project Site:

State: Connecticut County: Windham

Address: 445 Prospect Street, Woodstock, CT

Latitude/Longitude Coordinates: N42°01'02" W71°59'01"

Size of Property: ±44.20 acres Watershed: Little River (#3708)

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 referenced Site is located in Woodstock, Connecticut (Windham County). No federally-listed endangered or threatened species are known to occur in Woodstock, Connecticut (refer to the enclosed listing; no species are identified in Windham County) 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 Woodstock, 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 to Bald Eagles.

<sup>&</sup>quot;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, or sheltering behavior." (Eagle Act)

Date: September 21, 2009 Project No.: 41479.42

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;
- 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	GENERAL	TOWNS	
		STATUS	LOCATION/HABITAT		
Fairfield	Piping Plover			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	
İ	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				

<sup>-</sup>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

### Transportation Land Development Environmental Services



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

Memorandum

To: Ms. Alexandria Carter Verizon Wireless 99 East River Drive

99 East River Drive
East Hartford, CT 06108

Project No.: 41479.42

Date: October 31, 2009

From: Dean Gustafson

Professional Soil Scientist

Re: NEPA Wetland Compliance

East Woodstock 445 Prospect Street Woodstock, 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 Site was inspected on August 7, 2009. The property consists of an active farm with cultivated corn and hay fields and various farm buildings. Based on a review of plans prepared by Natcomm, Inc. (latest revised date 7/30/09) VHB understands that Verizon Wireless proposes to construct a telecommunications facility in the northwest corner of the subject property in a existing corn field. A forested wetland system was identified and delineated over 400 feet east of the proposed facility. Due to the significant distance separating the proposed facility from the nearest wetland resource area, the proposed Verizon Wireless development will not result in a likely adverse impact to wetlands.

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.

### Transportation Land Development Environmental Services



### Vanasse Hangen Brustlin, Inc.

### WETLANDS DELINEATION REPORT

October 31, 2009

Project No.:

41479.42

Prepared For:

Ms. Alexandria Carter Verizon Wireless

99 East River Drive

East Hartford, Connecticut 06108

**Site Location:** 

East Woodstock - 445 Prospect Street, Woodstock, Connecticut

Site Map:

Wetland Sketch, dated August 7, 2009

**Inspection Date:** 

August 7, 2009

Local Regulated Upland Review Areas: Wetlands: 100 feet

**Field Conditions:** 

Weather: sunny, low 80's

Snow Depth: 0 inches

General Soil Moisture: moist

Watercourses (perennial): 125 feet

Frost Depth: 0 inches

### Type of Wetlands Identified and Delineated:

Connecticut Inland Wetlands and Watercourses

**Tidal Wetlands** 

U.S. Army Corps of Engineers

Field Numbering Sequence of Wetlands Boundary: Connecticut - WF 1 to 14

[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** 

54 Tuttle Place Middletown, Connecticut 06457-1847 860.632.1500 = FAX 860.632.7879 email: info@vhb.com www.vhb.com

### **Attachments**

- Wetland Delineation Field Form

- Soil Map Soil Report Wetland Delineation Sketch Map

J:\41479.42\reports\wetlands\Wetland Delineation Report.doc

### **Wetland Delineation Field Form**

Project Address:	445 Prospect Woodstock, 0		Project Numl	Project Number: 41479.42	
Inspection Date:	August 7, 200		Inspector:	pector: Dean Gustafson, PSS	
Wetland I.D.:	Wetland 1				
	l				
Field Conditions:	Weather:	sunny, mid 80's		Sno	ow Depth: 0 inches
	General S	Soil Moisture: moist		Fro	st Depth: 0 inches
Type of Wetland l	Delineation:	Connecticut	$\boxtimes$		
		ACOE			
		Tidal		*************	
Field Numbering	Sequence: WF	1 to 14			
WETLAND HYI	DROLOGY:				
Intermittently Flo	oded 🗌	Artificially Flooded	I 🔲	]	Permanently Flooded
Semipermanently		Seasonally Flooded			Temporarily Flooded
Permanently Satu	rated 🔲	Seasonally Saturate	d – seepage 🔀		Seasonally Saturated - perched
Comments:			1 0		
TIDAL					
Subtidal		Regularly Flooded		Iı	regularly Flooded
Irregularly Floode	ed [				
Comments: N/A					
WETLAND TYP SYSTEM:	PE:				
Estuarine		Riverine		Pal	ustrine 🛛
Lacustrine		Marine 🗌			
Comments:		•			
CLASS:					
Emergent Scrub-shr			Forested 🔀		ested 🛚
Open Water 🛛	Disturbed		We	Wet Meadow	
Comments: Fores	ted swamp and	farm pond			
WATERCOURS	E TYPE:				
Perennial ☐ Intermittent ☑ Tidal ☐					
Comments: Intern	nittent flow fro	m north to south dra	aining forested	swar	np into farm pond.
SPECIAL AQUA	ATIC HABITA	*****		T	
Vernal Pool		Other			
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, extremely stony (3)				$\boxtimes$
Woodbridge fine sandy loam (45)		$\boxtimes$		$\boxtimes$
Paxton and Montauk fine sandy loams (84)		$\boxtimes$		$\boxtimes$

### **DOMINANT PLANTS:**

Japanese barberry (Berberis thunbergii)
green ash (Fraxinus pennsylvanica)
winterberry (Ilex verticillata)
spinulous wood fern (Dryopteris carthusiana)
Jack in the pulpit (Arisaema triphyllum)
cinnamon fern (Osmunda cinnamomea)

### WETLAND NARRATIVE:

Wetland I is a forested swamp located over 400 feet east of the proposed Verizon Wireless East Woodstock facility. The red maple swamp is a typical forested wetland community located along an old field edge. The southern end of the delineated wetland transitions to a dug farm pond.



### MAP LEGEND

### Streams and Canals Interstate Highways Short Steep Slope Very Stony Spot Special Line Features Wet Spot Oceans Other Gully Other Cities Political Features Water Features Transportation 1 8 0 ‡ Area of Interest (AOI) Closed Depression Marsh or swamp Soil Map Units Mine or Quarry Special Point Features **Gravelly Spot** Borrow Pit Clay Spot **Gravel Pit** Lava Flow Area of Interest (AOI) Blowout Landfill X Soils

## MAP INFORMATION

Map Scale: 1:4,100 if printed on A size (8.5" × 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.

Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Source of Map: Natural Resources Conservation Service Coordinate System: UTM Zone 19N NAD83 This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

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

Date(s) aerial images were photographed: 7/17/2006

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

> Major Roads Local Roads

> > Severely Eroded Spot

Slide or Slip

Sinkhole

Sodic Spot

Spoil Area Stony Spot

"

US Routes

Miscellaneous Water

0

Perennial Water

Rock Outcrop

Saline Spot Sandy Spot

### 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	7.4	11.9%			
45B	Woodbridge fine sandy loam, 3 to 8 percent slopes	4.3	7.0%			
45C	Woodbridge fine sandy loam, 8 to 15 percent slopes	1.3	2.1%			
52C	Sutton fine sandy loam, 2 to 15 percent slopes, extremely stony	0.1	0.2%			
61B	Canton and Charlton soils, 3 to 8 percent slopes, very stony	4.6	7.4%			
62D	Canton and Charlton soils, 15 to 35 percent slopes, extremely stony	3.8	6.2%			
73C	Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky	0.1	0.2%			
84B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes	4.4	7.1%			
84C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes	16.9	27.3%			
84D	Paxton and Montauk fine sandy loams, 15 to 25 percent slopes	14.8	23.9%			
86D	Paxton and Montauk fine sandy loams, 15 to 35 percent slopes, extremely stony	2.7	4.4%			
W	Water	1.4	2.3%			
Totals for Area of Intere	st	61.9	100.0%			

### 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: 45B—Woodbridge fine sandy loam, 3 to 8 percent slopes

Woodbridge Fine Sandy Loam, 3 To 8 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 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils, 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 3 to 8 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 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 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 2w Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

Map Unit: 45C—Woodbridge fine sandy loam, 8 to 15 percent slopes

Woodbridge Fine Sandy Loam, 8 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 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 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 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 3e Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

Map Unit: 52C—Sutton fine sandy loam, 2 to 15 percent slopes, extremely stony

Sutton Fine Sandy Loam, 2 To 15 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 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 15 percent and the runoff class is 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 7s 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: 61B—Canton and Charlton soils, 3 to 8 percent slopes, very stony

Canton And Charlton Soils, 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 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 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 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 6s 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 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 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

**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 shrinkswell 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: 84B—Paxton and Montauk fine sandy loams, 3 to 8 percent slopes

Paxton And Montauk Fine Sandy Loams, 3 To 8 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 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils, 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 3 to 8 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 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 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 2e Typical Profile; 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), 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 about 27 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 2e Typical Profile; 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

Map Unit: 84C—Paxton and Montauk fine sandy loams, 8 to 15 percent slopes

Paxton And Montauk Fine Sandy Loams, 8 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 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 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 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 3e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), 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 about 27 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 3e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

Map Unit: 84D—Paxton and Montauk fine sandy loams, 15 to 25 percent slopes

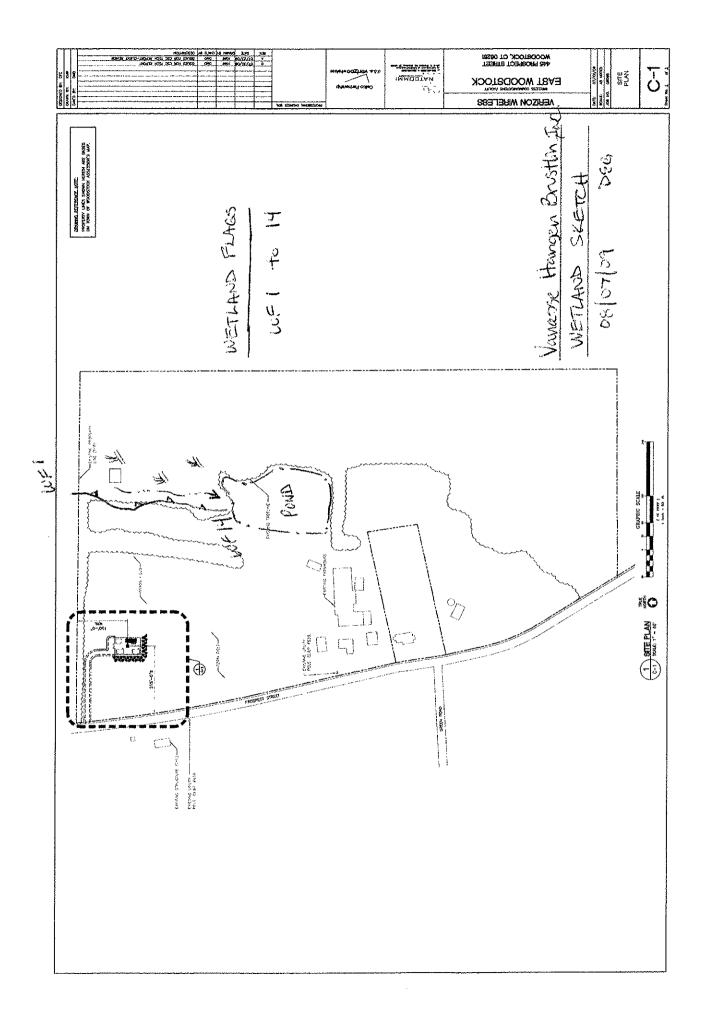
Paxton And Montauk Fine Sandy Loams, 15 To 25 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270) millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils, 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 15 to 25 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 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 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 4e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 15 to 25 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), 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 about 27 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 4e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

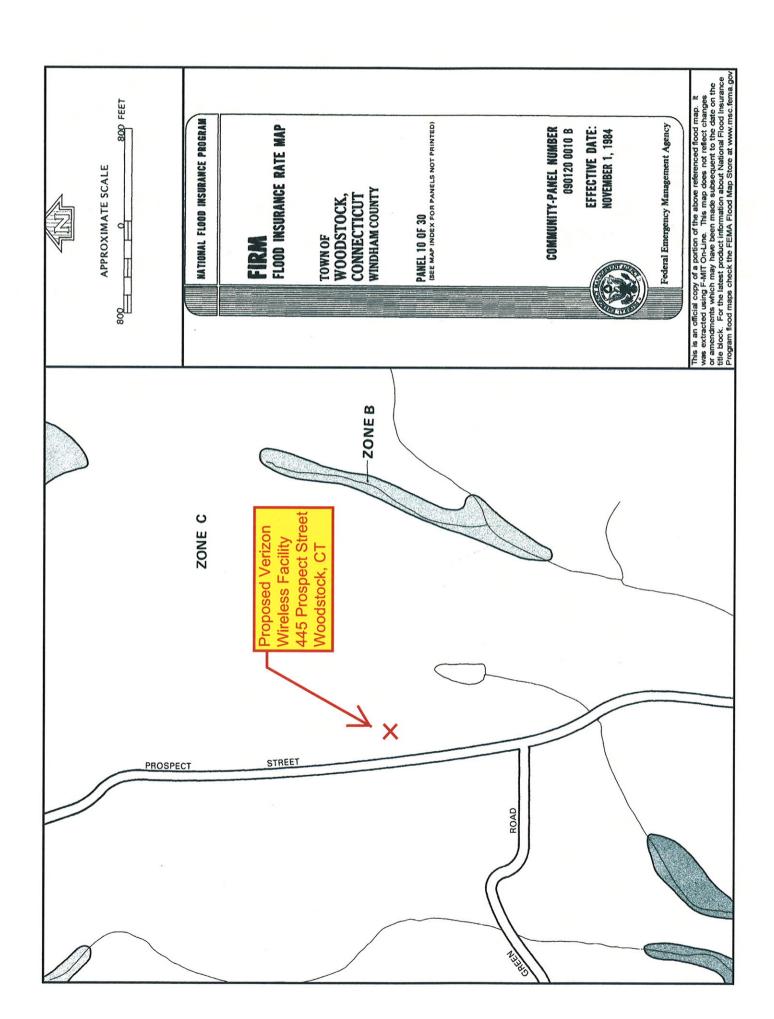
**Map Unit:** 86D—Paxton and Montauk fine sandy loams, 15 to 35 percent slopes, extremely stony

Paxton And Montauk Fine Sandy Loams, 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 35 to 56 inches (889 to 1422 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 15 to 35 percent and the runoff class is very high. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 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 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 7s Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 15 to 35 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), 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 about 27 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 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

### **Data Source Information**

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





Zone A	The 100-year or base floodplain. There are six types of A Zones:		
	A	The base floodplain mapped by approximate methods, <i>i.e.</i> , BFEs are not determined. This is often called an unnumbered A Zone or an approximate A Zone.	
	A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	
	AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.	
	AO	The base floodplain with sheet flow, ponding, or shallow flooding. Base flood depths (feet above ground) are provided.	
	AH	Shallow flooding base floodplain. BFEs are provided.	
	A99	Area to be protected from base flood by levees or Federal Flood Protection Systems under construction. BFEs are not determined.	
	AR	The base floodplain that results from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a 100-year or greater level of flood protection.	
Zone V and VE	V	The coastal area subject to a velocity hazard (wave action) where BFEs are not determined on the FIRM.	
	VE	The coastal area subject to a velocity hazard (wave action) where BFEs are provided on the FIRM.	
Zone B and Zone X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from the 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.		
Zone C and Zone X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.		
Zone D	Area of undetermined but possible flood hazards.		

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EWOODSTOCK, SRP
                     *********
                     40
                              Federal Airways & Airspace
                     File: EWOODSTOCK
                     Location:
                                Danielson, CT
                    Distance: 15.2 Statute Miles Direction: 160° (true bearing)
                     Latitude: 42°-01'-00.78"
                                                        Longitude: 71°-59'-01.13"
                     SITE ELEVATION AMSL.....612 ft.
                     STRUCTURE HEIGHT......153 ft.
                     OVERALL HEIGHT AMSL.....765 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) Notice Criteria for C44
FAR 77.13(a)(4) Notice Criteria for 380
  FAR 77.13(a)(4): NNR
  FAR 77.13(a)(4): NNR
  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: C44: TOUTANT
          RD: 29153.93
                          RE: 771.5
Type: A
  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
VFR TRAFFIC PATTERN AIRSPACE FOR: 3BO: SOUTHBRIDGE MUNI
Type: A RD: 32717.35
FAR 77.23(a)(1):
                         RE: 689.7
                           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
TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
  FAR 77.23(a)(3) Departure Surface Criteria (40:1)
  DNE Departure Surface
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#### EWOODSTOCK, SRP

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 1200 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT TYP NAME	BEARING To FACIL		DELTA ARP FAA ELEVATION IFR
CT70 HEL WILSONVILLE No Impact to Private Landing Facility Structure is beyond notice limit by 2	92.24 3315 feet.	4.66	+365
MA30 AIR DRESSER HILL No Impact to Near Airport Surface. Below surface height of 405 ft above A	8.93 RP.	5.05	-45
64CT AIR WOODSTOCK No Impact to Near Airport Surface. Below surface height of 489 ft above A		5.89	+300

AIR NAVIGATION ELECTRONIC FACILITIES
No Electronic Facilites Are Within 25,000 ft

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: WESO @ 5521 meters.

Airspace® Summary Version 2009.9

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09-22-2009 10:16:50

### LAND LEASE AGREEMENT

This Agreement, made this day of , 2009 between Frederick Rich, a/k/a Frederick C. Rich, Barbara P. Rich, Frederick C. Rich, Jr., and Kimberly H.S. Rich with an address of 445 Prospect Street, Woodstock, Connecticut 06281, hereinafter collectively designated LESSOR and Cellco 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 445 Prospect Street in the Town of Woodstock, County of Windham and State of 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 twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Prospect Street, 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. The Property is also shown on Assessor's Map 5703 of the Town of Woodstock as Block 05, Lot 06 and is further described in Deed Book 249 at Page 220 as recorded in the Office of the Woodstock Town Clerk.

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. <u>SURVEY</u>. 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 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as 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 23 below. The Agreement shall commence based upon the date LESSEE is granted a {W1714023}

building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. 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.

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) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient 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 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

- 4. <u>EXTENSIONS</u>. 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.
- 5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to the annual rental for the second (2nd) five (5) year extension term shall be increased to Thirty-One the annual rental for the third (3rd) five (5) year extension term shall be increased to annual rental for the fourth (4th) five (5) year extension term shall be increased to
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".
- 7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the 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. 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. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to 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.

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 (W1714023)

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.

- 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 may be placed around the perimeter of the Premises at the discretion of LESSEE (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 should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (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, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, 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.
- 9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 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.

### 10. 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. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, 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.
- 12. <u>ANNUAL TERMINATION</u>. 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.
- 13. <u>INTERFERENCE</u>. 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. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. 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 (w1714023)

frequency which will not cause harmful interference which is measurable in accordance with 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.

- 14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, 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 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
- 15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, 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 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
  - 16. <u>INTENTIONALLY OMITTED.</u>

- 17. 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, 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.
- 18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. 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. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
- 20. 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.
- 21. <u>GOVERNING LAW</u>. 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.
- 22. <u>ASSIGNMENT</u>. 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 (W1714023)

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. 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. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. <u>NOTICES</u>. 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: Frederick Rich, a/k/a Frederick C. Rich

Barbara P. Rich Frederick C. Rich, Jr. Kimberly H.S. Rich 445 Prospect Street

Woodstock, Connecticut 06281

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.

- 24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a (W1714023)

non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and The Non-Disturbance Agreement shall include the encumbering party's cure periods. ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. <u>RECORDING</u>. 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.

## 27. 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.
- 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 (W1714023)

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.

28. 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.

### 29. 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 the specific activities of LESSEE 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; 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.
- 30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) 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. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.
- 31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, 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 sole 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). 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 (W1714023)

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.

- 32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. 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.
- 33. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in 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.
- 34. <u>SURVIVAL</u>. 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.
- 35. <u>CAPTIONS</u>. 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.

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

LESSOR:

Marry Male WITNESS Nancy M. Gale	Frederick Rich, a/k/a Frederick C. Rich
Staney Islah WITNESS Nancy M. Gale	Date: 7-27-09  Barbara P. Rich
Janey Julale, witness y	Date: 7-27-09  Frederick C. Rich, Jr.
Don M. Sylh WITNESS Donne M. Stefenice	Date: 7-28-09  Sundy HAM  Kimberly H.S. Rich  Date: 07/29/09
WITNESS	LESSEE: Cellco Partnership d/b/a Verizon Wireless  By: David R. Heverling
	Its: Area Vice President Network - Northeast
	Date:

# 445 Prospect Street Woodstock, Connecticut Assessor's Map 5703 Block 5 Lot 6

A certain piece or parcel of land, together with all buildings and improvements thereon, located on the easterly and westerly side of Prospect Street, in the Town of Woodstock, County of Windham and State of Connecticut, being a portion of the property described below which lies on the easterly side of Prospect Street, more particularly bounded and described as follows:

### First Piece:

On the north by land formerly belonging to Amasa Moore, land of Elmer Cortiss and land of Mrs. Hiram Morse; on the south by land of William Barrett, land of E.N. Rawson and land of Adam Johnson, on the east by land of Mrs. Alice Porter, land of John Sanger and land of Jessie Shead and on the west by land of Edward Austin and land formerly belonging to Thomas Milligan and known as the "Milligan Place".

#### Second Piece:

That parcel lying north of Lot 7 as shown on a map entitle "Perimeter Survey Plan Prepared For The Rich Family 429, 439 and 445 Prospect Street", filed as map 2250, as described in a Boundary Line Agreement dated December 5, 2008 and recorded in Volume 500 at Page 260.

THERE ARE EXCEPTED from the above described property those portions thereof which are more particularly described in the following deeds or documents:

- A parcel of 6 acres, more or less, conveyed to Carl A. Laurens and Lida M. Laurens by deed dated November 20, 1950, recorded in Volume 51 atPage 523.
- 2. Warranty Deed from Harry D. Pattee and Frederick Rich to Harry D. Pattee and Janice W. Pattee, dated September 10, 1971 and recorded in Volume 65 at Page 368, and corrected by Corrective Quit Claim Deed from Harry D. Pattee and Frederick C. Rich to Kenneth A. Lamey and Donna L. Hufault, dated June 29, 1983 and recorded in Volume 122 at Page 260.
- 3. Warranty Deed from Harry D. Pattee and Frederick Rich to the Town of Woodstock, dated September 17, 1971 and recorded in Volume 65 at Page 383.
- 4. Warranty Deed from Harry D. Pattee and Frederick C. Rich to Kenneth A. Lamey and Donna L. Hufault, dated June 29, 1983 and recorded in Volume 122 at Page 262.
- 5. Warranty Deed from Frederick C. Rich and Harry D. Pattee to Craig D. Rich, dated July 10, 1992 and recorded in Volume 223 at Page 166.

- 6. Warranty Deed from Frederick C. Rich, Barbara S. Rich, Frederick C. Rich, Jr. and Kimberly H.S. Rich to Kenneth A. Lamey and Donna 1, Lamey, dated December 23, 2002 and recorded in Volume 362 at Page 36.
- 7. Warranty Deed from Frederick C. Rich, Barbara S. Rich, Frederick C. Rich, Jr. and Kimberly H.S. Rich to Craig D. Rich and Brenda J. Rich, dated February 12, 2002 and recorded in Volume 363 at Page 261.
- 8. Warranty Deed from Frederick C. Rich, Barbara S. Rich, Frederick C. Rich, Jr. and Kimberly H.S. Rich to Brian G. Soucy and Stephanie A. Lavallee, dated May 21, 2004 and recorded in Volume 404 at Page 2143.
- 9. Quit Claim Deed from Frederick C. Rich, Barbara P. Rich, Frederick C. Rich, Jr. and Kimberly H.S. Rich to Elaine I. King, dated December 5, 2008 and recorded in Volume 500 at Page 259.
- 10. Boundary Line agreement by and between Frederick C. Rich, Barbara P. Rich, Frederick C. Rich, Jr., Kimberly H.S. Rich and Elaine L. King, dated December 5, 2008 and recorded in Volume 500 at Page 260.
- 11. Warranty Deed from Frederick C. Rich, Barbara P. Rich, Frederick C. Rich, Jr. and Kimberly H.S. Rich to Frederick C. Rich, Jr. and Kimberly H.S. Rich, dated December 30, 2008 and recorded in Volume 500 at Page 492.

