

Dewberry-Goodkind, Inc.
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Dewberry

Cellco Partnership

d.b.a. Wernizonnwirek

MANSFIELD 4 CORNERS (WILLINGTON) WIRELESS TELECOMMUNICATIONS FACILITY

PROJECT: 2005137329

LOCATION CODE: 169109 PROJECT TYPE: BDGCO

343 DALEVILLE ROAD

WILLINGTON, CT 06279

PROJECT SUMMARY	SITE NAME: WANSFIELD 4 CORNERS (MILLINGTON)	SIE ADDRESS: 343 DALEVILLE ROAD WILLHOTON, CT 06279	PROPERIX_OWNER: MURIE, KREUSCHER 343 DALFLIE FRUD WILLHOUN, CT 08279 (889) 428-320	APPLICANTS CELLCO PARTNERSHIP ABA CENTRON WRELESS BE EAST RACE NO EAST HARTFORD, CT 08108	CONTACT PERSON: SANDY CARTER CELLOD PARTHEISHIP GADA VERZON WRELESS (860) 803-8218	COORDINAIES. LATTUDE: N 41'-50'-11.05' (W.D. 8.3) LONGITUDE: N 72'-15'-17.85' W (NAD 8.3)	COORDINES THEN THE FAMILY FAMILY FAMILY OF THE FAMILY OF T		PROJECT. DESCRIPTION. FOR THE PROJECT OF THE INSTALLMON AND OFFDAMING OF 3 SECTORS OF 4 PANEL ANTENANC PER SECTORS WHICH SAULE IE MOUNTED. TO A PROSOCIA PATHEN AND MANEL ATTACKED. AND A PROPOSED TO ATTACKE CAUPMANG SHELE. THIS STITLE MELL DOTH STATEM.
ON THE PROPERTY OF THE PROPERT	Mar (	wason		Shuiring Andrews Rd	Summing Trees of Walkerson	Di avidant Doct	Manafrad Fig. 1997 SITE LOCATION	WILLINGTON, CI WILLINGTON, CI	LOCATION MAP

POWER AND TELCO UTULIES SAUL BE ROUTED UNDERGROUND
THAN SACRIGATION TO HE PROPOSED
CANCHOUND UNITED WINH HE PROPOSED
CANCHOUND UTULIES SAULE BE ROUTED UNITED SAUCE
CANCHOUND UTULIES SAULE BE ROUTED UNDERGROUND THEN HE
PROPOSED UTULIN EXPRESSAULE TO HE PROPOSED TEXAN
TRUIN SECURITY CONTROL THEN HE PROPOSED TEXAN
UTULIN ROUTING WILL BE VERFIZE BY LOCAL UTULIN COMPANIES.

A TOTAL OF TWELVE (12) DRECTIONAL PANEL ANTENNAS ARE PROPOSED TO BE MOUNTED AT A RAD CENTER ELEVATION OF 1974 A.C.L. ON A 100' A.C.L. PROPOSED MONPOLE LOCATED THE CENTER OF THE ROPOSED COMPOUND.

FINAL DESIGN FOR TOWER, TOWER FOUNDATION, AND ANTENNA SHALL BE DONE BY THE TOWER MANUFACTURER.

THERE WILL NOT BE ANY LIGHTING UNLESS REQUIRED BY THE FCC OR THE FAA.

THERE WILL NOT BE ANY SIGNS OR ADVERTISING ON THE ANTENNAS OR EQUIPMENT.

DRIVING DIRECTIONS, FROM, HARTFORD, CT. TAKE 1—84 EAST TO 1—384 EAST.
TAKE 1—844 EAST ON FIT—44 EAST.
TAKE FIT—44E AND CONTINUE UNTIL.
1/2 MILE BAST RT—196.
TURN LEST ONTO DALEMLE RD.
NO. 343 ES ON RIGHT.

THE PROPOSED WIRELESS FACILITY INSTALLATION SHALL BE DESIGNED IN ACCORDANCE WITH THE CURRENT CONNECTICAL STATE BUILDING CODE.

THE CONSTRUCTION OF A 80'X80' LEACED WRELESS COMMUNICAT COMPOUNTS STE GRADING SHALL BE CONDUCTED, AS REGUIRED, WITHIN LEAS AREA AND ACCESS DRIVE FOR PROPER DRAINGE.

	SHEET INDEX
SHEET NO.	DESCRIPTION
1	TITLE SHEET
S-1	ABUTTERS MAP
2-5	EXISTING CONDITIONS PLAN
S-3	OVERALL SITE PLAN
S-4	PARTIAL STE PLAN
S-5	PARTIM, SITE PLAN
S-6	PARTIAL SITE PLAN
S-7	DETAILED COMPOUND PLAN & ELEVATION
S-B	CONSTRUCTION DETAILS
6-5	FENCE NOTES & DETAILS AND SITE DETAILS
S-10	EQUIPMENT SHELTER PLAN & ELEVATIONS

343 DALEVILLE ROAD WILLINGTON, CT 06279

TITLE SHEET

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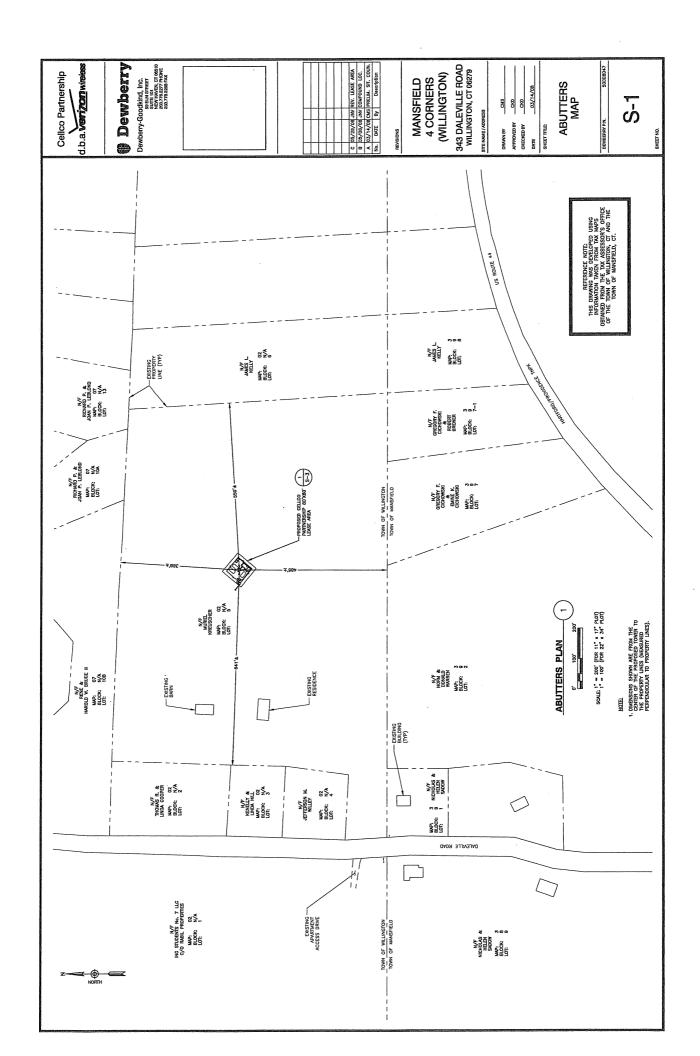
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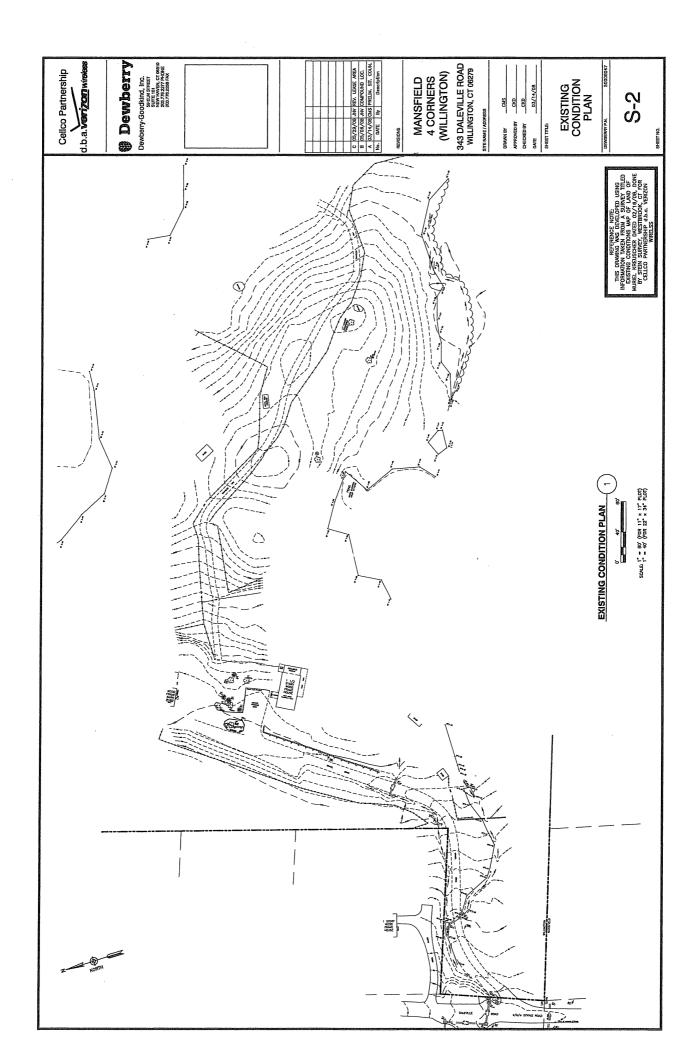
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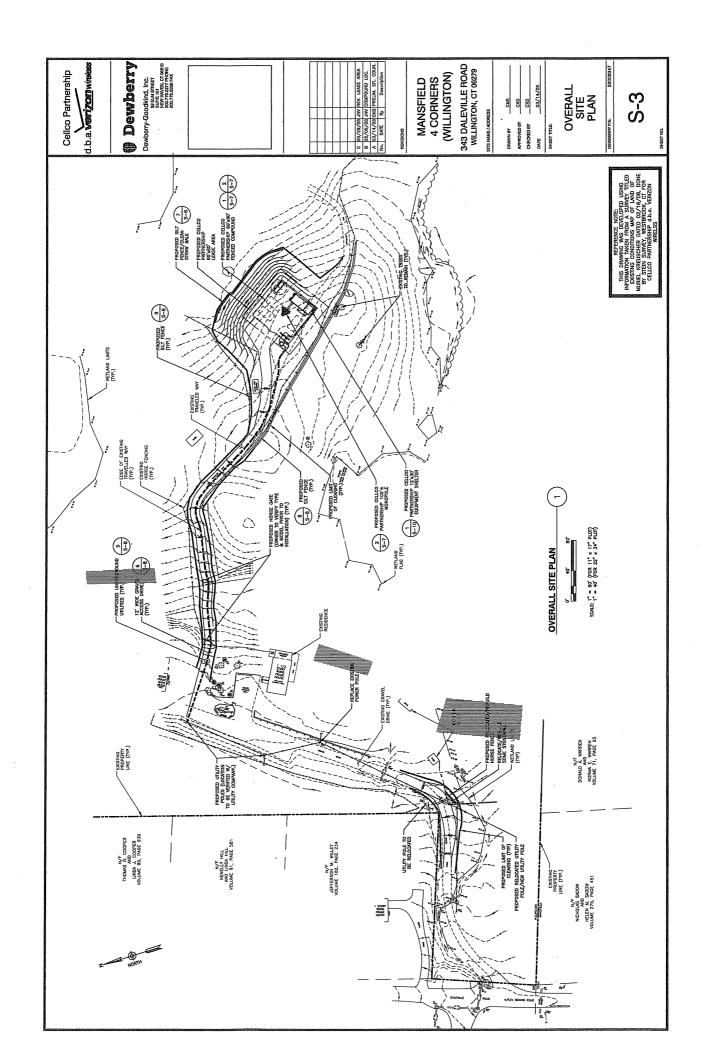
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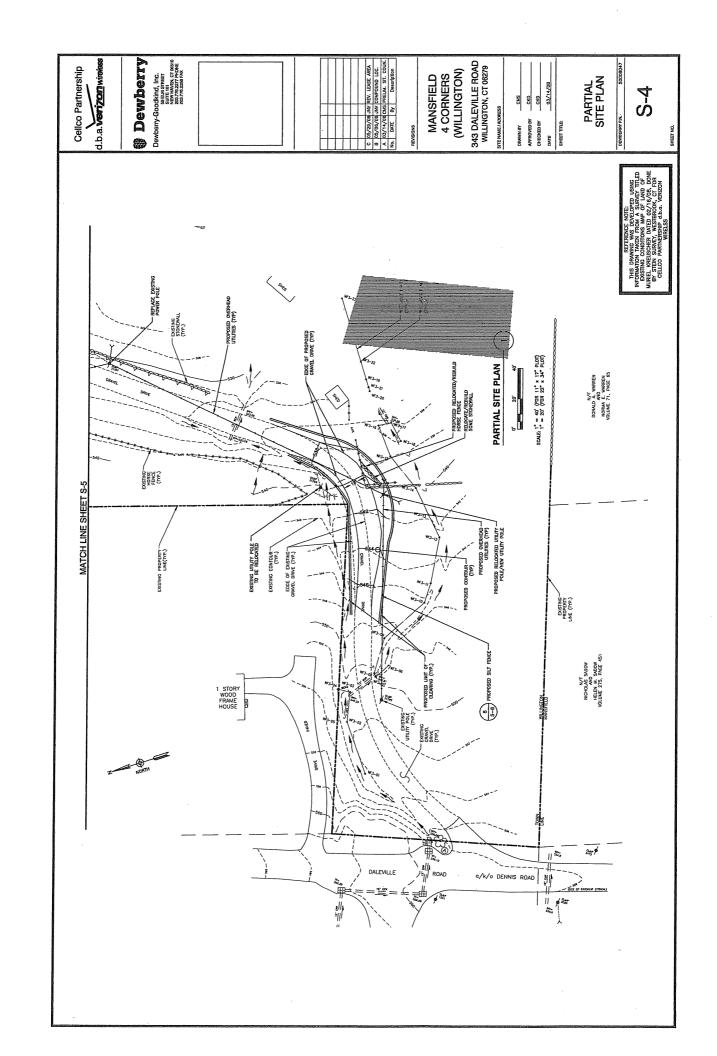
4 CORNERS MANSFIELD

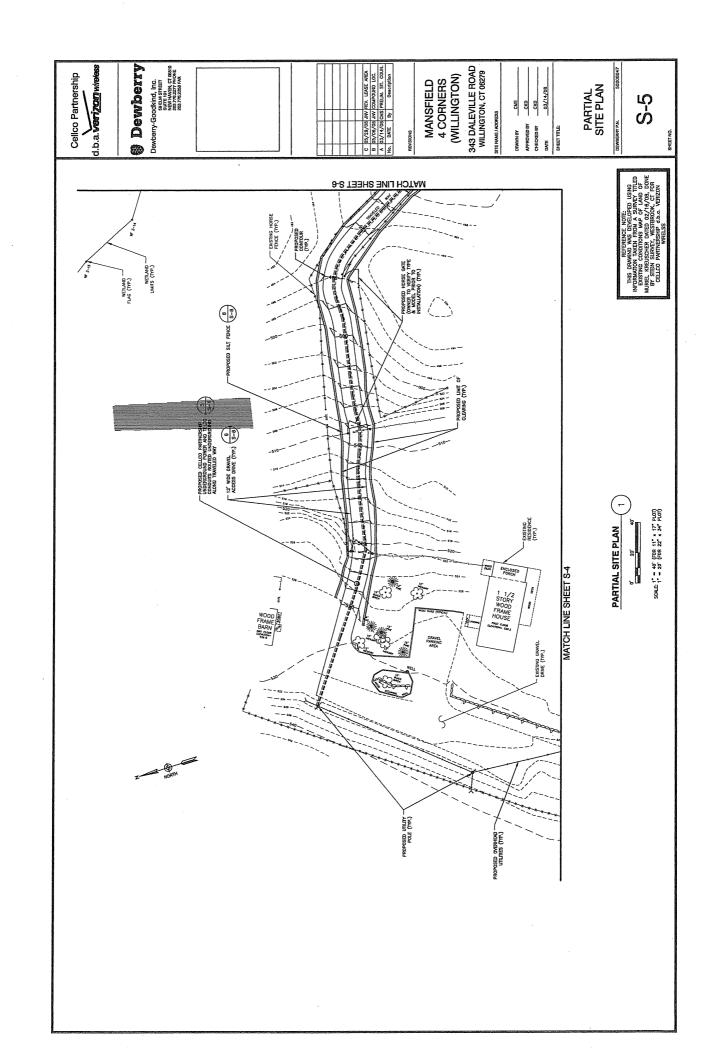
PROJECT SUMMARY	SITE NAME:	SITE_ADDRESS: 343 C	PROPERTY OWNER: MUNIE 943 C 943 C 941 C 941 C 941 C 942 C 94	APPLICANTS CELLC 6.1.5 99 E. SAST	CONTACT PERSON: SAND CELL CALso (bso)	COORDINATES: LATTU	CODE		PROJECT DESCRIPTION: THE PROJECT CONSTRUCTOR HE PROST OF A PARKE, ANTEWARE FIRS SECTION WHIN PROME PROJECT OF A PARKE, ATTACKET TO SECTION INSTILLING A 1212XO ELUBERT SHELTER THE PROJECT OF AUTO SIGNALS.
ON SIGN OF THE PARTY OF THE PAR	Marrie (	Pd Rd	PŘÝ	Alexalia Rd	THE PROPERTY OF THE PROPERTY O	pu and and a second	Manufeld Fig. words Turning SITE LOCATION SITE LOCATION	WILLINGTON, CT source NTS.	LOCATION MAP

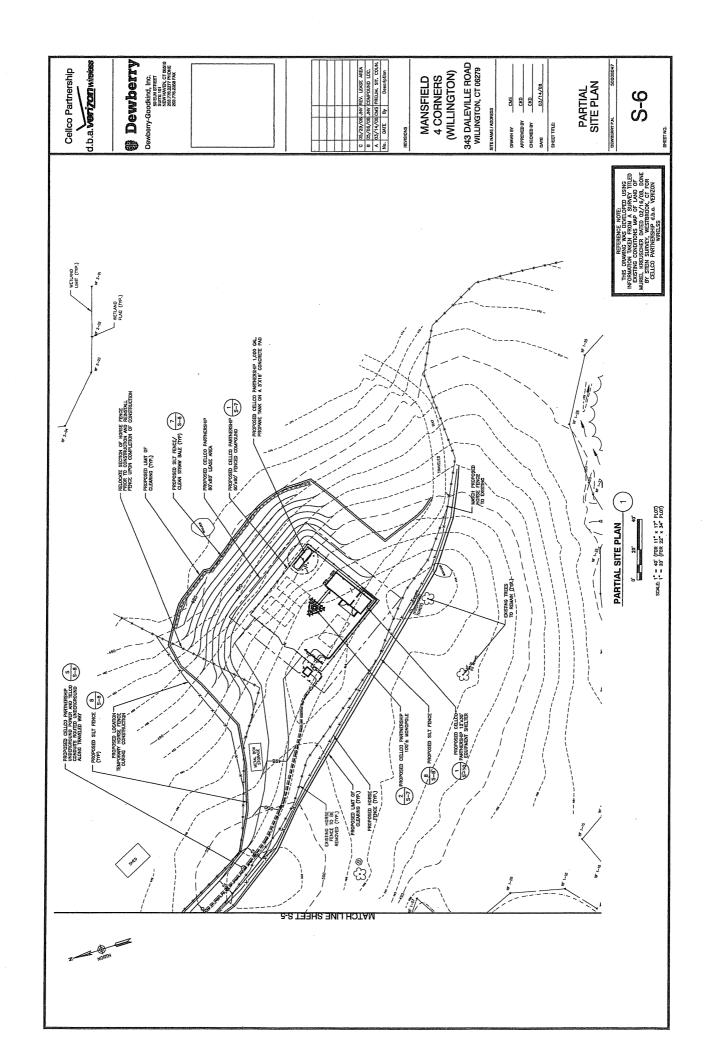


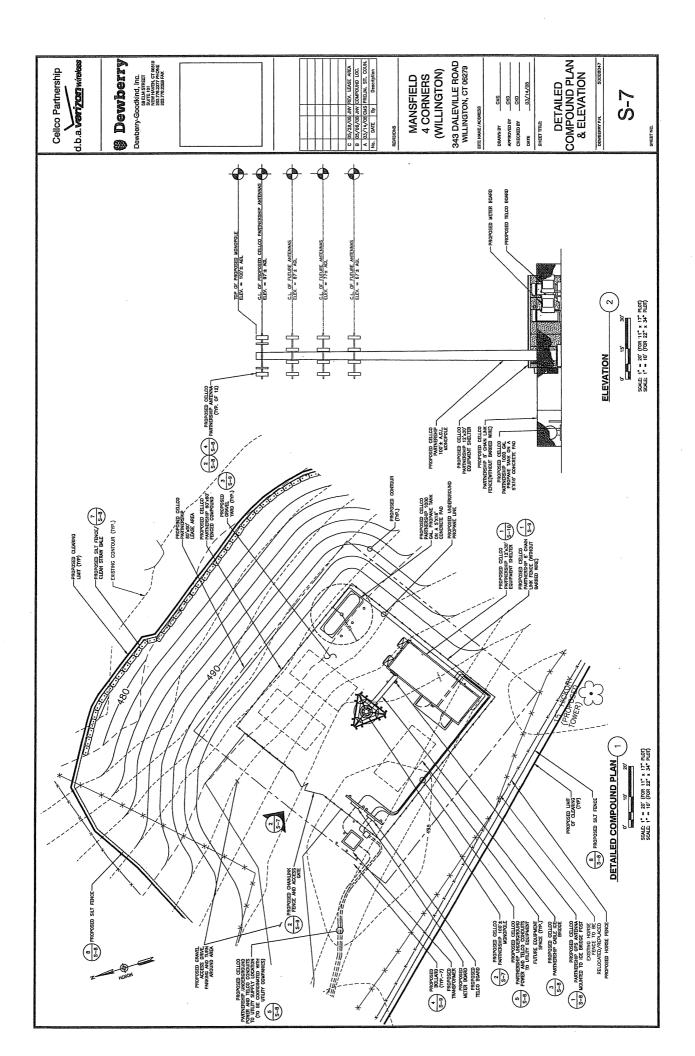


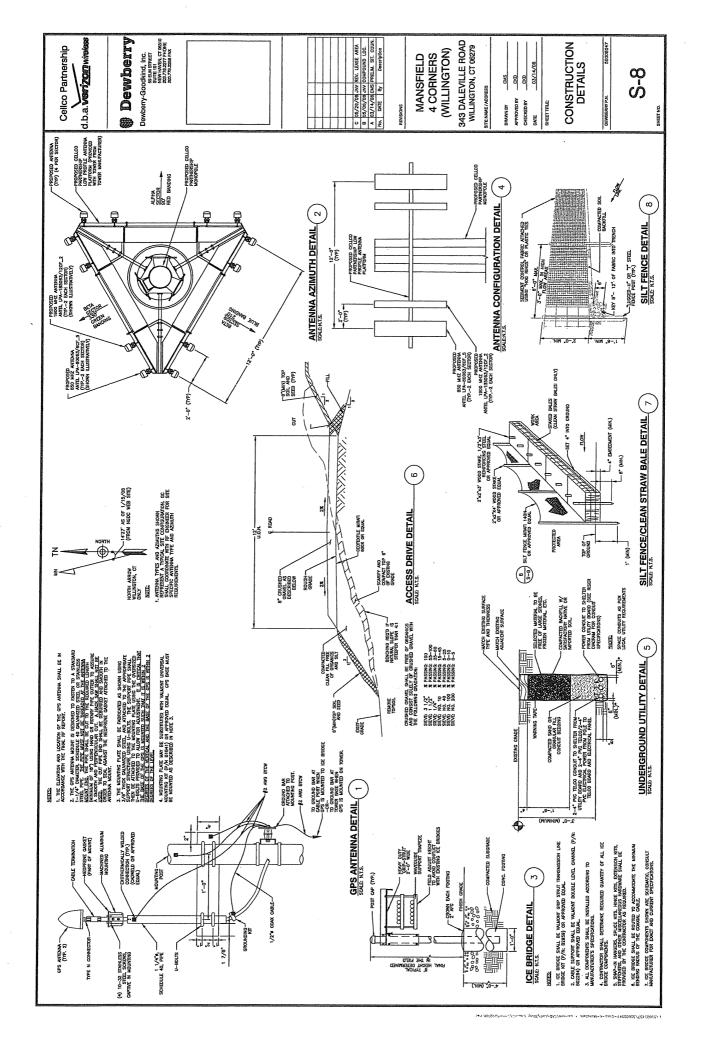


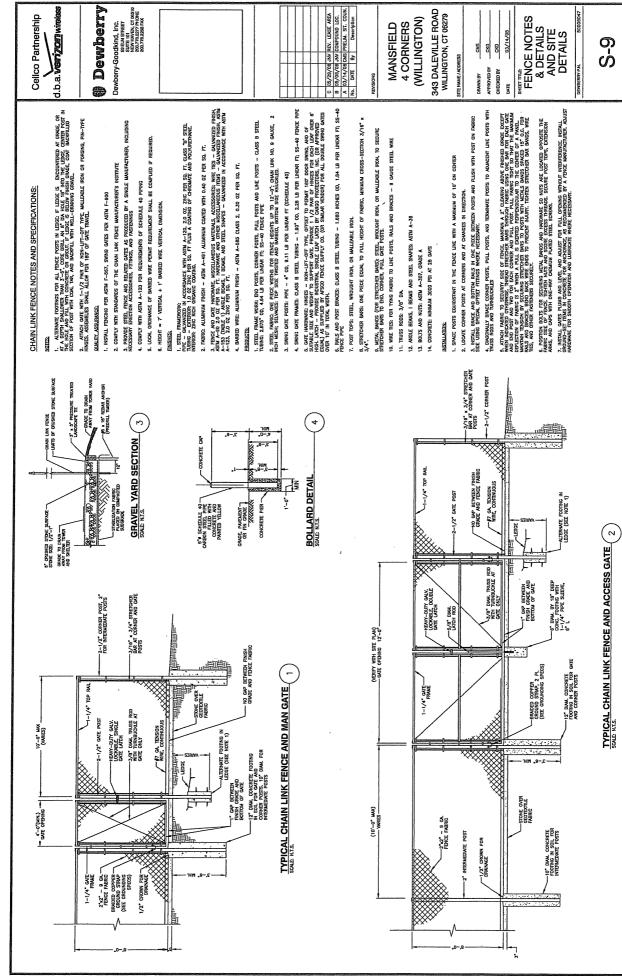


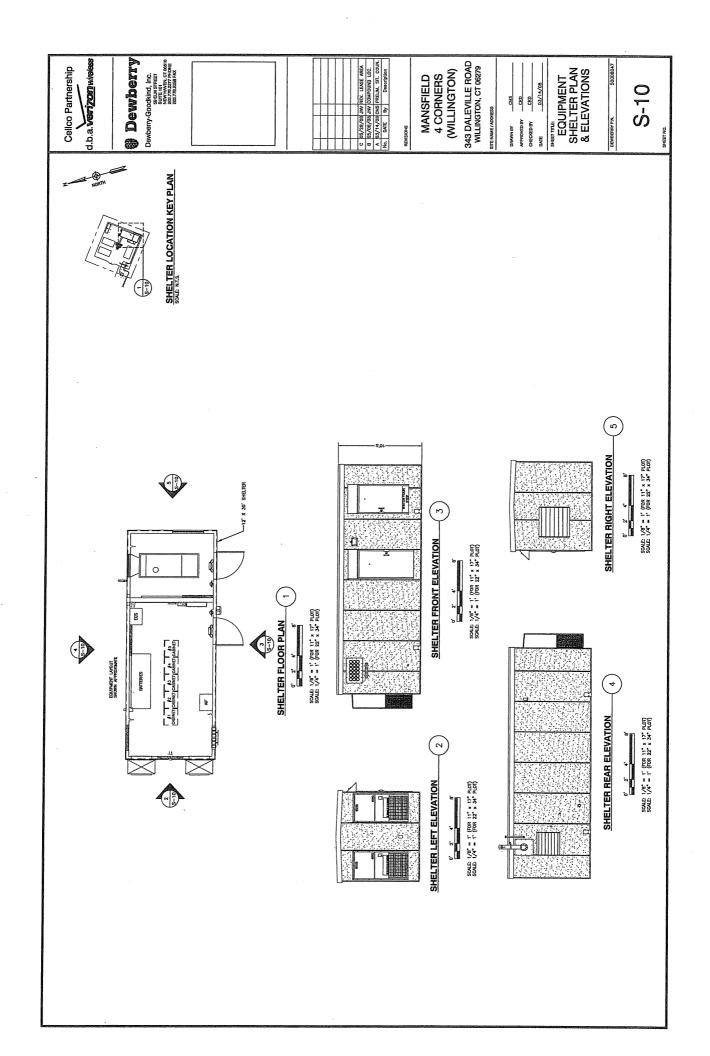














### STATE OF CONNECTICUT

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

FRANKLIN WILDLIFE MANAGEMENT AREA

391 ROUTE 32

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



Ms. Nicole Dentamaro Vanasse Hangen Brustlin, Inc. 54 Tuttle Place Middletown, Ct 06457

re: proposed Verizon Wireless Facility, Willington

Dear Ms. Dentamaro:

Your request was forwarded to me on 3/11/08 from Dawn McKay of the Department of Environmental Protection's (DEP) Natural Diversity Data Base. They have records of a state species of special concern, Wood turtle (*Glyptemys insculpta*) in the vicinity of your project.

Wood turtles require riparian habitats bordered by floodplain, woodland or meadows. Their summer habitat includes pastures, old fields, woodlands, powerline cuts and railroad beds bordering or adjacent to streams and rivers. This species has been negatively impacted by the loss of suitable habitat.

If Wood turtle habitat exists on the proposed site and will be impacted by your project, the Wildlife Division recommends that a herpetologist familiar with the habitat requirements of this species conduct surveys between April and September to see if they are present. A report summarizing the results of such surveys should include habitat descriptions, reptile species list and a statement/resume giving the herpetologist' qualifications. The DEP doesn't maintain a list of qualified herpetologists. A DEP Wildlife Division permit may be required by the herpetologist to conduct survey work, you should ask if your herpetologist has one. The results of this investigation can be forwarded to the Wildlife Division and, after evaluation, recommendations for additional surveys, if any, will be made.

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

Please be advised that the Wildlife Division has not made a field inspection of the project nor have we seen detailed timetables for work to be done. Consultation with the Wildlife Division should not be substituted for site-specific surveys that may be required for environmental assessments. The time of year when this work will take place will affect this species if they are present on the site when the work is scheduled. Please be advised that should state permits be required or should state involvement occur in some other fashion, specific restrictions or conditions relating to the species discussed above may apply. In this situation, additional evaluation of the proposal by the DEP Wildlife Division should be requested. If you have any additional questions, please feel free to contact me at <a href="mailto:Julie.Victoria@po.state.ct.us">Julie.Victoria@po.state.ct.us</a>, please reference the NDDB # at the bottom of this letter when you e-mail. Thank you for the opportunity to comment.

Sincerely,

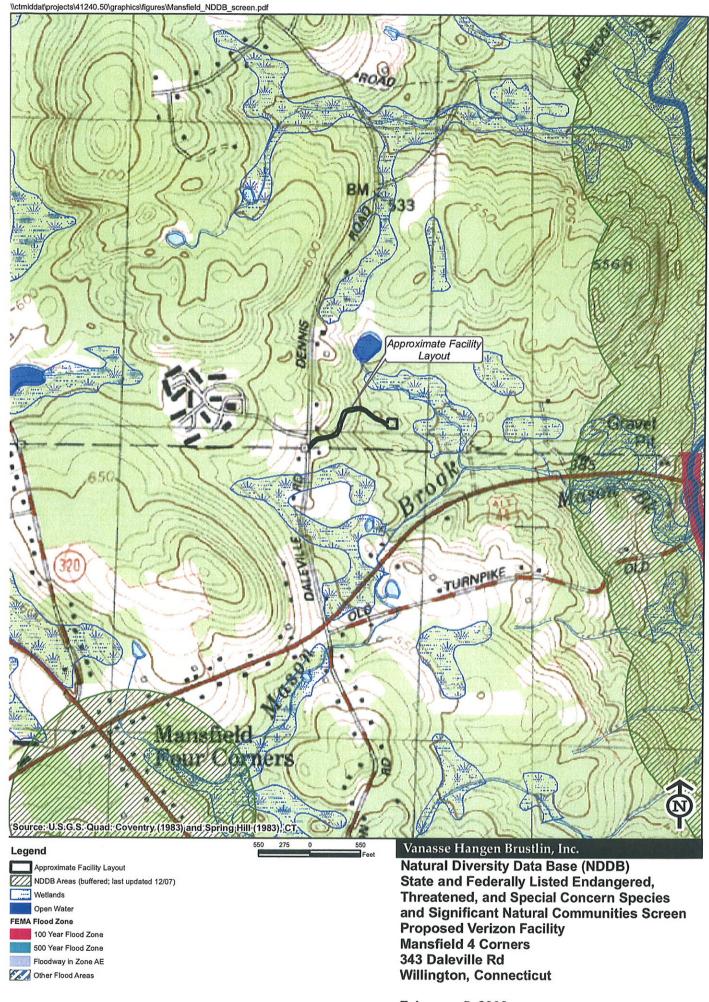
Julie Victoria Wildlife Biologist

Franklin Swamp Wildlife Management Area

391 Route 32

N. Franklin, CT 06254

cc: NDDB - 15989



# Transportation Land Development Environmental Services



imagination innovation energy Creating results for our clients and benefits for our communities

### WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc

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11.7	ate:

March 29, 2008

Project No.:

41240.50

Prepared For:

Ms. Alexandria Carter Verizon Wireless

99 East River Drive

East Hartford, Connecticut 06108

**Site Location:** 

Mansfield 4 Corners 343 Daleville Road

Willington, Connecticut

Site Map:

Wetland Sketch, 03/22/08, VHB

**Inspection Date:** 

March 22, 2008

Local Regulated Upland Review Areas: Wetlands: 100 feet

**Field Conditions:** 

Weather: sunny, mid 40's

Snow Depth: 0 inches

General Soil Moisture: moist

Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

Connecticut Inland Wetlands and Watercourses

Tidal Wetlands

U.S. Army Corps of Engineers

Watercourses: 100 feet

Field Numbering Sequence of Wetlands Boundary: WF1-01 to WF1-11; WF1-12/WF1-17 WF1-18 to WF1-30; WF2-01 to WF2-05; WF 2-10 to WF2-18

[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/or 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**

- $^{\text{\tiny{TM}}}$  Wetland Delineation Field Form

- ™ Soil Map
   ™ Soil Report
   ™ Wetland Delineation Sketch Map

### **Wetland Delineation Field Form**

Project Address: 343 Dalevill Willington,			Project Number:		41240.50			
Inspection Date:	March 22, 2		Inspector:		Dean Gustafson, PSS			
Wetland I.D.:	Wetland 1		1	l				
Field Conditions:	Weathe	r: sunny, mid 40's		Snov	w Depth: none			
		Soil Moisture: moist			st Depth: none			
Type of Wetland I	Delineation:	Connecticut						
		ACOE						
		Tidal						
Field Numbering S	Sequence: W	F1-01 to WF1-11; WI	F1-12/WF1-17;	WF1	1-18 to WF1-30			
WETLAND HYD	ROLOGV.							
WEIDAND HIL	MODOGI.							
NONTIDAL								
Regularly Flooded		Irregularly Flooded			ermanently Flooded			
Semipermanently		Seasonally Flooded			emporarily Flooded			
Permanently Satur	ated	Seasonally Saturated	d – seepage ⊠	S	Seasonally Saturated - perched			
Comments:								
TIDAL		•						
Subtidal 🗌		Regularly Flooded [		Irr	regularly Flooded			
Seasonally Floode	d 🗌	Temporarily Floode	d 🔲					
Comments:N/A								
NX/IID/IID A NIID IIDVA/ID	I.							
WETLAND TYP	E:							
SYSTEM:			•					
Estuarine 🗌		Riverine		Palu	ıstrine 🔀			
Lacustrine		Marine						
Comments:								
CLASS:			·					
Emergent		Scrub-shrub		Fore	ested 🛛			
Open Water 🔀		Disturbed			et Meadow 🗌			
Comments:								
WATERCOURSE	TVDE.							
Perennial	SIIIE.	Intermittent 🛛		Tida	1 🗍			
Comments: man-m	ade duo char			1 IGa	п 🗀			
- James W. Hilli III	aug viiui							
SPECIAL AQUA	TIC HABIT.							
Vernal Pool		Other _						
Comments: sperma	Comments: spermataphors observed in channel near WF1-28 but not classified as vernal pool habitat							

### Wetland Delineation Field Form (Cont.)

SOIL UNIT NAME	MAP SYMBOL	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury, Leicester, and Whitman soils, extremely stony	3	$\boxtimes$		$\boxtimes$	$\boxtimes$
Sutton fine sandy loam	51		$\boxtimes$		×.
Canton and Charlton soils, very stony	61		$\boxtimes$	$\boxtimes$	
		П	П	П	П
		Ħ	一一	H	
		Ħ	Ħ	一片一	H
		믐	H		
		H	旹	<del>                                     </del>	<del>                                     </del>
DOMINANT PLANTS:					
Red maple				**************************************	
American elm		<del></del>	· Pinana - varan		
Black birch					
Spicebush					
Highbush blueberry					
Japanese barberry					
Multiflora rose					
Skunk cabbage					
Skulk Cabbage					
		·			
WETLAND NARRATIVE:					
This wetland system consists of a series of pre	dominately m	ın mada i	Footuros	starting with	. dv ~ m ~ m d 414
receives surface flow from an intermittent water	ercourse and h	illeide ce	en wetle	nd The pone	then outlets to
a small plunge pool (WF1-12/WF1-17) throug	h a 15" corrug	ated place	tic nine	(CPP) while t	he plunge pool
outfalls to a dug drainage ditch through another	er section of 15	"CPP 7	The duo	ditch regulat	ne prunge poor ed as an
intermittent watercourse, flows east through a	narrow border	ing forest	ed wetla	and system	ca as an
, and the second		ing rores.		and by bronn.	
	, , , , , , , , , , , , , , , , , , , ,				

### **Wetland Delineation Field Form**

Project Address:	Project Address: 343 Dalevill Willington,			Project Number:		41240.50		
Inspection Date:				Inspector:		Dean Gustafson, PSS		
Wetland I.D.: Wetland 2								
L	L							
Field Conditions:	We	eather	: sunny, mid 40's		Sno	ow Depth: none		
	Ge	eneral	Soil Moisture: moist		Fro	st Depth: none		
Type of Wetland I	Delineati	ion:	Connecticut	$\boxtimes$				
ACOE								
Tidal								
Field Numbering Sequence: WF2-01 to WF2-05; WF2-10 to WF2-18								
WETLAND HYD	ROLO	GY:						
Regularly Flooded	ı 🗔		Irregularly Flooded		I	Permanently Flooded		
Semipermanently			Seasonally Flooded			Γemporarily Flooded □		
Permanently Satur			Seasonally Saturated			Seasonally Saturated - perched		
Comments:			<u> </u>	1 0 ==				
TIDAL	·							
Subtidal			Regularly Flooded		Ir	regularly Flooded		
Seasonally Floode	d [_]		Temporarily Floode	d [_]				
Comments:N/A								
WETLAND TYP	E:							
SYSTEM:			Divonin a 🗍		Dal	ustrine 🛛		
Estuarine			Riverine	Pa		ustrine 🖂		
Lacustrine			Marine					
Comments:								
CLASS:	•							
Emergent			Scrub-shrub		For	ested 🛛		
Open Water 🛛			Disturbed		Wet Meadow			
Comments:								
WATERCOURSI	E TYPE	E:						
Perennial			Intermittent 🖂		Tid	al 🔲		
Comments:man-m	ade pon	d and	wetlands drain into i	ntermittent wat	erco	ourse then Mason Brook		
SPECIAL AQUA	TIC HA	ABITA	AT:					
Vernal Pool			Other					
Comments: N/A						,		

### Wetland Delineation Field Form (Cont.)

MAPPED SOILS:						<b>y</b>	
SOIL UNIT NAME	1	AP	WET	UP	NRCS	FIELD IDD/	
		IBOL			MAPPED	CONFIRMED	
Ridgebury, Leicester, and Whitman soils, extremely stony		3	$\boxtimes$		$\boxtimes$		
Sutton fine sandy loam	- 4	51					
Canton and Charlton soils, very stony	(	61					
			<u> </u>	!			
DOMINANT PLANTS:		·					
Red maple			gnum mo				
American elm			tive fern				
Yellow birch		Fox g					
Eastern hemlock		Cinnamon fern					
Green ash	-,	Ironwood					
Black birch							
Spicebush							
Highbush blueberry							
Japanese barberry						· · · · · · · · · · · · · · · · · · ·	
Multiflora rose							
Skunk cabbage							
WETLAND NARRATIVE: This wetland system located more than 100 fewetland system and man-made pond that drain							
forested wetlands. This intermittent watercoun							
gravel-cobble bottom. The watercourse consis							
pool development. Bordering forested wetland		erally co	onsist of	groundw	vater discharg	e areas that	
provide base flow to the intermittent watercou	rse.						

Soil Map-State of Connecticut (Mansfield 4 Corners, 343 Daleville Road, Willington, CT)

USDA Natural Ro

Natural Resources Conservation Service

Web Soil Survey 2.0 National Cooperative Soil Survey

# MAP LEGEND

## 8 > S Area of Interest (AOI) Soil Map Units Special Point Features Area of Interest (AOI) Soils

# Very Stony Spot

# Wet Spot

Original soil survey map sheets were prepared at publication scale. original. Please rely on the bar scale on each map sheet for proper

MAP INFORMATION

Viewing scale and printing scale, however, may vary from the

map measurements.



Other	Line Features	:
4	pecial I	

Gully	Short Steep Slope	Other
c'	:	1

**Borrow Pit** Clay Spot

Blowout

3

This product is generated from the USDA-NRCS certified data as of

the version date(s) listed below.

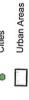
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Source of Map: Natural Resources Conservation Service

Coordinate System: UTM Zone 18N



Political Features

Closed Depression



**Gravelly Spot** 

**Gravel Pit** 





Lava Flow

Marsh

Landfill





Miscellaneous Water

Mine or Quarry

Perennial Water

Rock Outcrop







## Local Roads Other Roads

Severely Eroded Spot

Slide or Slip

Sinkhole

Sodic Spot

Spoil Area

Stony Spot

Sandy Spot Saline Spot

# imagery displayed on these maps. As a result, some minor shifting compiled and digitized probably differs from the background of map unit boundaries may be evident.

The orthophoto or other base map on which the soil lines were

Date(s) aerial images were photographed: 3/31/1991

Survey Area Data: Version 6, Mar 22, 2007

State of Connecticut

Soil Survey Area:

# Conservation Service Natural Resources

USDA

### **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	3.5	18.6%				
51B	Sutton fine sandy loam, 2 to 8 percent slopes, very stony	7.8	41.0%				
61C	Canton and Charlton soils, 8 to 15 percent slopes, very stony	7.7	40.4%				
Totals for Area of Interest (A	OI)	19.0	100.0%				

### Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey 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, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

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, Generated)

#### State of Connecticut

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

Component: Ridgebury (40%)

The Ridgebury component makes up 40 percent of the map unit. Slopes are 0 to 5 percent. This component is on drainageways on uplands, depressions on uplands. The parent material consists of coarse-loamy lodgment till derived from granite and/ or schist and/or gneiss. Depth to a root restrictive layer, densic material, is 20 to 30 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 6 percent. Nonirrigated land capability classification is 7s. This soil meets hydric criteria.

Component: Leicester (35%)

The Leicester component makes up 35 percent of the map unit. Slopes are 0 to 5 percent. This component is on drainageways on uplands, depressions on uplands. The parent material consists of coarse-loamy melt-out till derived from granite and/ or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 9 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 70 percent. Nonirrigated land capability classification is 7s. This soil meets hydric criteria.

### Component: Whitman (15%)

The Whitman component makes up 15 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on uplands, drainageways on uplands. The parent material consists of coarse-loamy lodgment till derived from granite and/ or schist and/or gneiss. Depth to a root restrictive layer, densic material, is 12 to 20 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 60 percent. Nonirrigated land capability classification is 7s. This soil meets hydric criteria.

Component: Sutton (2%)

Generated brief soil descriptions are created for major components. The Sutton soil is a minor component.

Component: Unnamed, frequently flooded (2%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Component: Unnamed, steep slopes (2%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

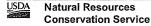
Component: Woodbridge (2%)

Generated brief soil descriptions are created for major components. The Woodbridge soil is a minor component.

Component: Unnamed, nonstony (1%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Component: Unnamed, silt loam surface (1%)



Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

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

Component: Sutton (80%)

The Sutton component makes up 80 percent of the map unit. Slopes are 2 to 8 percent. This component is on drainageways on uplands, depressions on uplands. The parent material consists of coarse-loamy melt-out till derived from granite and/ or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria.

Component: Charlton (5%)

Generated brief soil descriptions are created for major components. The Charlton soil is a minor component.

Component: Canton (4%)

Generated brief soil descriptions are created for major components. The Canton soil is a minor component.

Component: Leicester (3%)

Generated brief soil descriptions are created for major components. The Leicester soil is a minor component.

Component: Paxton (3%)

Generated brief soil descriptions are created for major components. The Paxton soil is a minor component.

Component: Rainbow (2%)

Generated brief soil descriptions are created for major components. The Rainbow soil is a minor component.

Component: Woodbridge (2%)

Generated brief soil descriptions are created for major components. The Woodbridge soil is a minor component.

Component: Narragansett (1%)

Generated brief soil descriptions are created for major components. The Narragansett soil is a minor component.

Map Unit: 61C—Canton and Charlton soils, 8 to 15 percent slopes, very stony

Component: Canton (45%)

The Canton component makes up 45 percent of the map unit. Slopes are 8 to 15 percent. This component is on hills on uplands. The parent material consists of coarse-loamy over sandy and gravelly melt-out till derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 70 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria.

Component: Charlton (35%)

The Charlton component makes up 35 percent of the map unit. Slopes are 8 to 15 percent. This component is on uplands, hills. The parent material consists of coarse-loamy melt-out till derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria.

Component: Chatfield (5%)

Generated brief soil descriptions are created for major components. The Chatfield soil is a minor component.

Component: Hollis (5%)

Generated brief soil descriptions are created for major components. The Hollis soil is a minor component.

Component: Leicester (5%)

Generated brief soil descriptions are created for major components. The Leicester soil is a minor component.

Component: Sutton (5%)

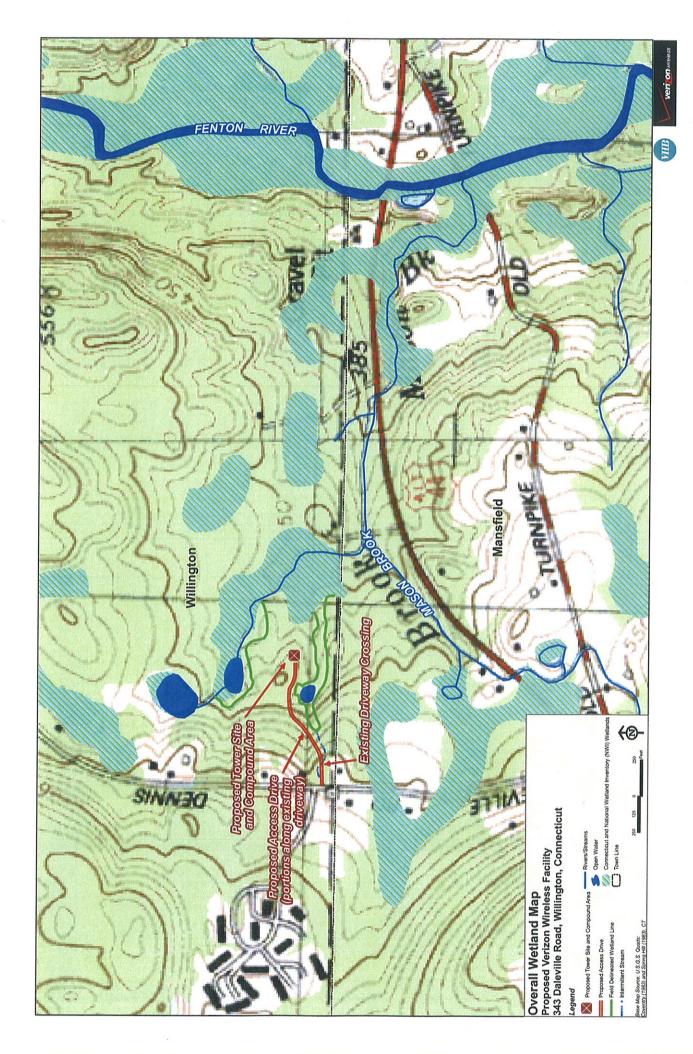
Generated brief soil descriptions are created for major components. The Sutton soil is a minor component.

### **Data Source Information**

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

SKETCH

WETLAND



## Vanasse Hangen Brustlin, Inc. PHOTOLOG DOCUMENTATION

Proposed Verizon Wireless Facility 343 Daleville Road, Willington, Connecticut April 18, 2008



Photo 1: View of existing gravel driveway, looking south.



Photo 2: View of proposed access drive flowing existing wooded path and adjoining horse paddock areas, looking east.

### Vanasse Hangen Brustlin, Inc. PHOTOLOG DOCUMENTATION

Proposed Verizon Wireless Facility 343 Daleville Road, Willington, Connecticut April 18, 2008



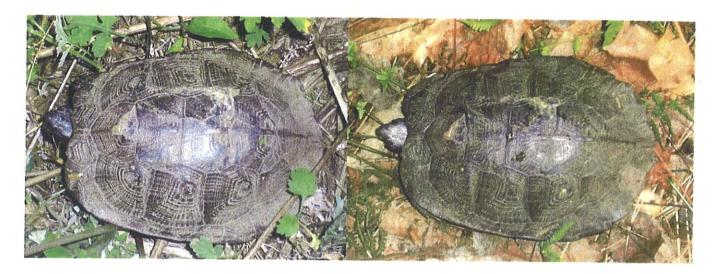
Photo 3: View of proposed access drive following existing wooded path and adjoining horse paddock areas, looking east.



Photo 4: View of proposed facility (background in left side of photo) within existing wooded path and near adjoining horse paddock and pasture areas, looking east.

# **CAUTION**

### **WOOD TURTLES ARE KNOWN TO INHABIT THIS AREA**



**Identification:** Wood turtles (*Glyptemys insculpta*) are terrestrial turtles that may reach 6 to 8 inches in length. Although they are most often associated with rivers and large streams, their foraging habitat covers extensive areas of pature, woodlands and wetlands. The shell (carapace) is readily distinguished by its sculpted, rough, moderately-domed shaped. The color of the shell is brown or black with flared rear marginals (edge of the shell). The belly (plastron) is yellow with large black blotches or squares along the edges. The head and upper limbs are dark brown or black with yellow, orange or red wash on the under limbs. Large scales cover the forelimbs sometimes with red or orange highlights.olive, tan, or brown.

What to do if you find a wood turtle: Wood turtles are protected by Connecticut's threatened and endangered species legislation and <u>cannot</u> be injured, killed, or retained as a pet. If you find a wood turtle move the turtle to a safe location away from any construction activity in the direction that the turtle was heading. Pick up the turtle by its shell (carapace) between the front and hind legs. Be sure to hold the turtle closer to their hind legs as they can reach over and bite if your hands are too close to the head. The turtle may hiss and should retract into its shell.

Who to contact: Please report any finds and relocation of wood turtle immediately to **Dean Gustafson of Vanasse Hangen Brustlin, Inc. at (860) 632-1500 ext 2339.** 

### SHPO COMMENTS



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

Historic Preservation and Museum Division

One Constitution Plaza Second Floor Hartford, Connecticut 06103

860.256.2800 860.256.2763 (f) May 12, 2008

Ms. Nicole Dentamaro Vanasse Hangen Brustlin Inc. 54 Tuttle Place Middletown, CT 06457-1847

Subject:

Verizon Wireless Telecommunications Facilities

343 Daleville Road Willington, CT

Dear Ms. Dentamaro:

The State Historic Preservation Office has reviewed the reconnaissance survey prepared by Heritage Consultants LLC concerning the above-named project. In the opinion of the State Historic Preservation Office, the archival and archaeological methodologies employed by Heritage Consultants LLC are consistent with our *Environmental Review Primer for Connecticut's Archaeological Resources*.

The State Historic Preservation Office concurs with Heritage Consultants LLC that no further archaeological investigations appear warranted with respect to the proposed undertaking. This office believes that the proposed undertaking will have <u>no effect</u> upon Connecticut's cultural heritage.

This office recommends that Heritage Consultants LLC consult with the Office of State Archaeology at the University of Connecticut (Storrs) concerning the professional transferal of all field notes, photographs, and artifactual materials generated by the archaeological investigations.

The State Historic Preservation Office appreciates the cooperation of all interested parties concerning the professional management of Connecticut's archaeological resources.

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

Sincerely.

Karen Senich State Historic Preservation Officer

cc: Bellantoni, George

CONNECTICUT www.cultureandtourism.org

n Affirmative Action qual Opportunity Employer



# 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, CT 06108

Date: January 29, 2010

Project No.: 41479.53

From: Dean Gustafson

Professional Soil Scientist

Re: NEPA Wetland Compliance

Willington - Mansfield 4 Corners

343 Daleville Road Willington, 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 originally inspected on March 22 and April 18, 2008 to perform a wetland delineation. A more recent inspection was performed on November 7, 2009 confirming that Site and wetland conditions have not changed substantially from the 2008 wetland investigation. The property is improved with a residence, several horse paddocks, wooded pasture areas and undeveloped forest. Based on a review of plans prepared by Natcomm, Inc. (latest revised date 01/22/10), VHB understands that Verizon Wireless proposes to construct a wireless communications facility in the central portion of the Site near an existing wooded path and pasture area. Proposed access to the planned facility will generally follow an existing gravel driveway and wooded path. A section of the existing gravel driveway requires a slight relocation to the south to avoid encroaching onto the adjoining property.

Three wetland areas were identified on the Site in proximity to the proposed facility and access drive improvements. No permanent direct impact to wetlands or watercourses will result from Verizon Wireless' proposed development. The proposed facility is located approximately 140 feet from the nearest wetland area (Wetland 2). Improvements to the existing gravel driveway, which includes replacement of a culvert that conveys flows from Wetland 3, will occur immediately adjacent to this wetland area although most of the driveway improvement work occurs 30± feet from wetlands. Wetland 3 is characterized primarily as a man-made drainage ditch that conveys stormwater flows from the existing driveway and surrounding areas as well as discharge from the seasonal high groundwater. Minor temporary impacts to small portions of this drainage ditch feature could occur during replacement of the culvert to set the inverts at the proper elevation.

Silt fence will be installed and maintained during construction activities in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control to avoid any temporary impacts to nearby wetland areas. VHB recommends that any exposed soils surrounding the proposed facility be permanently stabilized by loam and seeded with a New England Conservation/Wildlife seed mix

Date: January 29, 2010 Project No.: 41479.53

> (New England Wetland Plants, Inc., or approved equivalent). The New England Conservation/Wildlife seed mix provides a permanent cover of grasses, forbs, wildflowers, legumes and grasses to provide both good erosion control and wildlife habitat value. This mix is designed to be a no maintenance seeding, and it is appropriate for cut and fill slopes and disturbed areas. Exposed soils along the proposed access drive can use a standard contractor's grass seed mix that will quickly establish cover to permanently stabilize these graded areas, which primarily adjoin horse paddock areas. If replacement of the culvert results in temporary disturbance of soils within the wetland limits, VHB recommends stabilization by seeding with a New England Wetland Seed Mix (New England Wetland Plants, Inc., or approved equivalent). This wetland seed mix contains a wide variety of native seeds which are suitable for most wetland restoration sites that are not permanently inundated, which is consistent with the characteristics on this drainage ditch area. With consideration of these recommendations, it is VHB's professional opinion that no likely adverse impact to wetlands will occur as a result of the proposed Verizon Wireless development. This assessment is provided considering the general lack of direct wetland impacts, the existing surrounding disturbance and land use, the relatively small area of Verizon Wireless' development and the unmanned nature of the facility.

> 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



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### WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date:	January 21, 2010					
Project No.:	41479.53					
Prepared For:	Ms. Alexandria Carter Verizon Wireless 99 East River Drive East Hartford, Connecticut 06108					
Site Location:	Willington 343 Daleville Road Willington, Connecticut					
Site Map:	Wetland Sketch, 11/07/09, VHB	•				
Inspection Date:	November 7, 2009 (Original Delineation - March 22 & April 18, 2008)					
Field Conditions:	Weather: sunny, mid 30's Snow Depth: 0 inches	General Soil Moisture: moist Frost Depth: 0 inches				
Type of Wetlands Ide	entified and Delineated:					
Connecticut Inland W Tidal Wetlands U.S. Army Corps of E	retlands and Watercourses					
Local Regulated Upla	and Review Areas: Wetlands: 100 feet	Watercourses: 100 feet				
Field Numbering Sequence of Wetlands Boundary: WF1-01/WF1-11; WF1-12/WF1-17 WF1-18 to WF1-30; WF2-01 to WF2-05; WF 2-10 to WF2-18; WF3-01 to WF3-05; WF3-06 to WF3-18; WF3-19 to WF3-23; WF3-30 to WF3-31						
[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/or United States Army Corps of Engineers New England District were used in this investigation.						

The wetlands delineation was conducted and reviewed by:

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

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 Forms

- Soil Map
  Soil Report
  Wetland Delineation Sketch Map

### **Wetland Delineation Field Form**

Project Address:	1	Dalevill lington,		Project Number:		41240.50	
Inspection Date:		ember 7		Inspector:		Dean Gustafson, PSS	
Inspection Date.			spection: 03/22/08)	mspector.			
Wetland I.D.:		land 1					
	L						
•					ow Depth: none		
			Soil Moisture: moist	t	Fro	st Depth: none	
Type of Wetland			Connecticut	$\boxtimes$			
31			ACOE				
			Tidal				
Field Numbering	Seque	nce: WF	F1-01/WF1-11; WF1	-12/WF1-17; W	/F1-	18 to WF1-30	
STATE AND HEAD	υDΔι	OCV				-	
WETLAND HYI	UKUI	LUGI:		i			
NONTIDAL			p				
Regularly Floode			Irregularly Flooded			Permanently Flooded	
Semipermanently			Seasonally Flooded			Temporarily Flooded	
Permanently Satu	rated		Seasonally Saturate	d – seepage 🗵		Seasonally Saturated - perched	
Comments:							
TIDAL							
Subtidal			Regularly Flooded		I	rregularly Flooded	
Seasonally Flood							
Comments:N/A			1 1	<u></u>			
WETLAND TYI	PE:						
SYSTEM:							
Estuarine			Riverine		Pal	lustrine 🛛	
Lacustrine		***************************************	Marine				
Comments:							
CI AGG							
CLASS: Emergent			Scrub-shrub		Fo	rested 🛛	
Open Water 🖂					Wet Meadow		
Comments:			Distarbed				
Commons.							
WATERCOURS	SE TY	PE:					
Perennial			Intermittent 🖂		Tio	dal 🗌	
Comments: man-	made	dug cha	nnel				
CDECIAL ACU	. TIC	LIADIT	`AT•				
SPECIAL AQUA	AIIC	11ABI I	Other		1		
Comments: spern	Comments: spermataphors observed in channel near WF1-28 but not classified as vernal pool habitat						

### Wetland Delineation Field Form (Cont.)

### **MAPPED SOILS:**

MAPPED SOILS:					
SOIL UNIT NAME	MAP	WET	UP	NRCS	FIELD IDD/
	SYMBOL			MAPPED	CONFIRMED
Ridgebury, Leicester, and Whitman soils,	3				
	3				
extremely stony	<i>E</i> 1	<u> </u>	<u> </u>	<u> </u>	N 7
Sutton fine sandy loam	51				
Canton and Charlton soils, very stony	61		$\boxtimes$		$\boxtimes$
				Fi	
			믐		
			<u> </u>		
			Ш		
DOMINANT PLANTS:					
Red maple					
American elm					
Black birch					
Spicebush					
Highbush blueberry				****	
Japanese barberry					
Multiflora rose					
Skunk cabbage					
Shami dadage					
WETLAND NARRATIVE:					
This wetland system consists of a series of pre-					
receives surface flow from an intermittent water	ercourse and h	nillside se	ep wetla	ind. The pon-	d then outlets to
a small plunge pool (WF1-12/WF1-17) throug					
outfalls to a dug drainage ditch through anothe	er section of 15	5" CPP.	The dug	ditch, regulat	ted as an
intermittent watercourse, flows east through a					
		······································			(A.
					· · · · · · · · · · · · · · · · · · ·
		***************************************			
					· · · · · · · · · · · · · · · · · · ·

### **Wetland Delineation Field Form**

Project Address:	1	3 Dalevill Illington,		Project Number:		41240.50
Inspection Date:	No	vember 7		Inspector:		Dean Gustafson, PSS
Wetland I.D.:		etland 2				
Field Conditions: Weather: sunny, mid 40's					ow Depth: none	
General Soil Moisture: mois			<u></u>	Fro	ost Depth: none	
			Connecticut	$\boxtimes$		
			ACOE			
TR: 1127 1 :	<u> </u>		Tidal	<u> </u>	1.0	
Field Numbering	Sequ	ience: WI	F2-01 to WF2-05; WI	F2-10 to WF2-	18	
WETLAND HYI	DRO	LOGY:				
NONTIDAL Plants	<u>а</u> 🖂		Importante Elocdod	- <del></del>	T	Downson antily Flooded
Regularly Flooded Semipermanently		odod 🖂	Irregularly Flooded Seasonally Flooded			Permanently Flooded  Temporarily Flooded  Temporarily Flooded
						Seasonally Saturated - perched
Permanently Saturated Seasonally Saturated - seepage Seasonally Saturated - perchased Comments:					Seasonarry Saturated - perched	
Comments.						
TIDAL						
Subtidal 🗌			Regularly Flooded		Iı	rregularly Flooded 🗌
Seasonally Flooded Temporarily Flooded						
Comments:N/A						
WETLAND TYPESYSTEM:	PE:					
Estuarine			Riverine		Pal	lustrine 🛛
Lacustrine			Marine			
Comments:						
CLASS:						
Emergent			Scrub-shrub			rested 🔀
Open Water Disturbed Disturbed				We	et Meadow 🗌	
Comments:						
WATERCOURS	ET	YPE:			·	
Perennial			Intermittent 🖂		Tic	
Comments:man-n	nade	pond and	l wetlands drain into	intermittent wa	terco	ourse then Mason Brook
SPECIAL AQUA	ATIC	C HABIT				
Vernal Pool			Other _			
Comments:N/A						

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

MAPPED SOILS:									
SOIL UNIT NAME	MAP SYMBOL	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED				
Ridgebury, Leicester, and Whitman soils, extremely stony	3	$\boxtimes$		$\boxtimes$	$\boxtimes$				
Sutton fine sandy loam	51								
Canton and Charlton soils, very stony	61			$\boxtimes$					
			ΙΠ		<u> </u>				
				H					
		十一一	lĒ						
		1	<u> </u>						
DOMINANT PLANTS:									
Red maple		agnum me							
American elm	Sens	itive fern	L						
Yellow birch		grape							
Eastern hemlock	Cin	namon fer	n						
Green ash	Iron	wood							
Black birch									
Spicebush	icebush								
Highbush blueberry	bush blueberry								
Japanese barberry									
Multiflora rose									
Skunk cabbage									
WETLAND NARRATIVE: This wetland system located more than 100 fe wetland system and man-made pond that drain forested wetlands. This intermittent watercour gravel-cobble bottom. The watercourse consist pool development. Bordering forested wetland provide base flow to the intermittent watercourse.	n to an intermorse is 8 to 12 sts of an interest ds generally of	ittent wate feet wide mediate sl	ercourse and 6 to loped ch	with large ard 10 inches dec annel with go	eas of bordering op with a od riffle and				

### **Wetland Delineation Field Form**

Project Address:	343 Dalevil Willington,		Project Number:		41240.50	
Inspection Date:	November		Inspector:		Dean Gustafson, PSS	
Wetland I.D.:						
			<u></u>			
Field Conditions:	r: sunny, high 60's		Sno	ow Depth: none		
		l Soil Moisture: moist	<u></u>	Fro	st Depth: none	
Type of Wetland I	Connecticut					
		ACOE				
Processor and the second secon		Tidal				
Field No. Sequence	e: WF3-01 to	o WF3-05; WF3-06 to	WF3-18; WF3	3-19	to WF3-23; WF3-30 to WF 3-31	
WETLAND HYI	DROLOGY:					
NONTIDAL  Regularly Flooded	<u> </u>	Irregularly Flooded	П		Permanently Flooded	
Semipermanently		Seasonally Flooded			Temporarily Flooded	
Permanently Satur		Seasonally Saturate			Seasonally Saturated - perched	
Comments:					Seasonarry Saturated - perened	
Comments.						
TIDAL						
Subtidal Regularly Flooded Irregularly Flooded Irregularly Flooded					regularly Flooded 🗌	
Seasonally Floode	ed 🗌	Temporarily Floode	ed 🗌			
Comments:N/A						
WETLAND TYP	E:					
Estuarine		Riverine		Pal	ustrine 🔀	
Lacustrine				1 41		
Comments:		1 21202 2220				
CLASS:						
Emergent		Scrub-shrub			rested 🗵	
Open Water 🔀	Open Water Disturbed Disturbed			Wet Meadow		
Comments:						
WATERCOURS	E TYPE:			p		
Perennial	· · · · · · · · · · · · · · · · · · ·	Intermittent 🛛		Tid	lal 🗌	
Comments: man-r	nade drainag	e ditch feature				
SPECIAL AQUA	TIC HABIT	TAT:				
Vernal Pool		Other _				
Comments:N/A						

### Wetland Delineation Field Form (Cont.)

SOIL UNIT NAME	MAP	WET	UP	NRCS	FIELD IDD/
	SYMBOL			MAPPED	CONFIRMED
Ridgebury, Leicester, and Whitman soils,	3	$\boxtimes$	П		
extremely stony	F1				57
Sutton fine sandy loam	51				
Canton and Charlton soils, very stony	61				
			<u> </u>		
DOMESTA SUP DE A SUPO.					
DOMINANT PLANTS:					**************************************
Red maple Black birch					
Sugar maple					
Black cherry					
Spicebush					
Flowering dogwood					
1 towering dogwood				· · · · · · · · · · · · · · · · · · ·	
WETLAND NARRATIVE:					
This wetland system consists of a man-made of					
off-site pond to the west and seasonal high gro	oundwater disc	harge. T	his feat	ire, regulated	as an
Intermittent watercourse, flows to the east acre	oss a horse pac	ddock are	a eventu	ially flowing	into Wetland 1.

Web Soil Survey National Cooperative Soil Survey

1/21/2010 Page 1 of 3

## MAP LEGEND

### Streams and Canals Interstate Highways Short Steep Slope Very Stony Spot Special Line Features Major Roads Local Roads **US Routes** Wet Spot Oceans Other Gully Other Political Features Cities Rails Water Features Transportation 1 2 8 ŧ Severely Eroded Spot Area of Interest (AOI) Miscellaneous Water Closed Depression Marsh or swamp Perennial Water Mine or Quarry Soil Map Units Rock Outcrop Special Point Features **Gravelly Spot** Saline Spot Sandy Spot **Gravel Pit Borrow Pit** Clay Spot Lava Flow Area of Interest (AOI) Blowout Landfill $\boxtimes$ Soils

# MAP INFORMATION

Map Scale: 1:4,740 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 Natural Resources Conservation Service Coordinate System: UTM Zone 18N NAD83 Source of Map:

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

Version 7, Dec 3, 2009 State of Connecticut Survey Area Data: Soil Survey Area:

Date(s) aerial images were photographed: 8/16/2006; 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.

Slide or Slip

Sinkhole

Sodic Spot

Spoil Area

111

Stony 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	20.6	18.4%			
51B	Sutton fine sandy loam, 2 to 8 percent slopes, very stony	36.6	32.7%			
60B	Canton and Charlton soils, 3 to 8 percent slopes	2.2	1.9%			
61C	Canton and Charlton soils, 8 to 15 percent slopes, very stony	50.6	45.2%			
73E	Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky	0.7	0.6%			
W	Water	1.3	1.2%			
Totals for Area of Interest		111.9	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: 51B—Sutton fine sandy loam, 2 to 8 percent slopes, very stony

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

Map Unit: 60B—Canton and Charlton soils, 3 to 8 percent slopes

Canton And Charlton Soils, 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 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 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 2e 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 2e 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: 61C—Canton and Charlton soils, 8 to 15 percent slopes, very stony

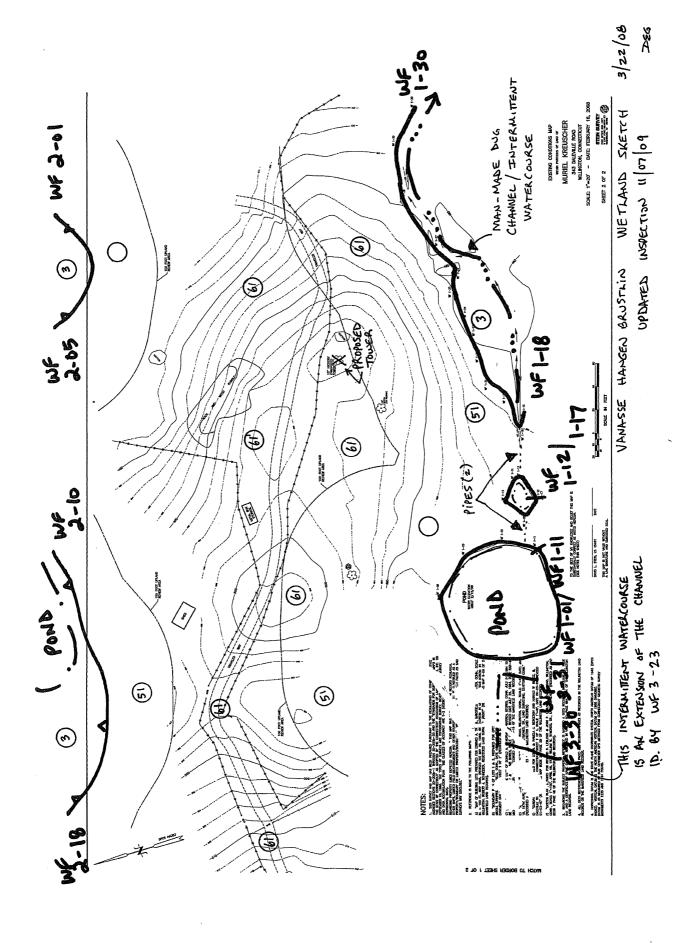
Canton And Charlton Soils, 8 To 15 Percent Slopes, Very Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees 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 8 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 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 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine sandy loam

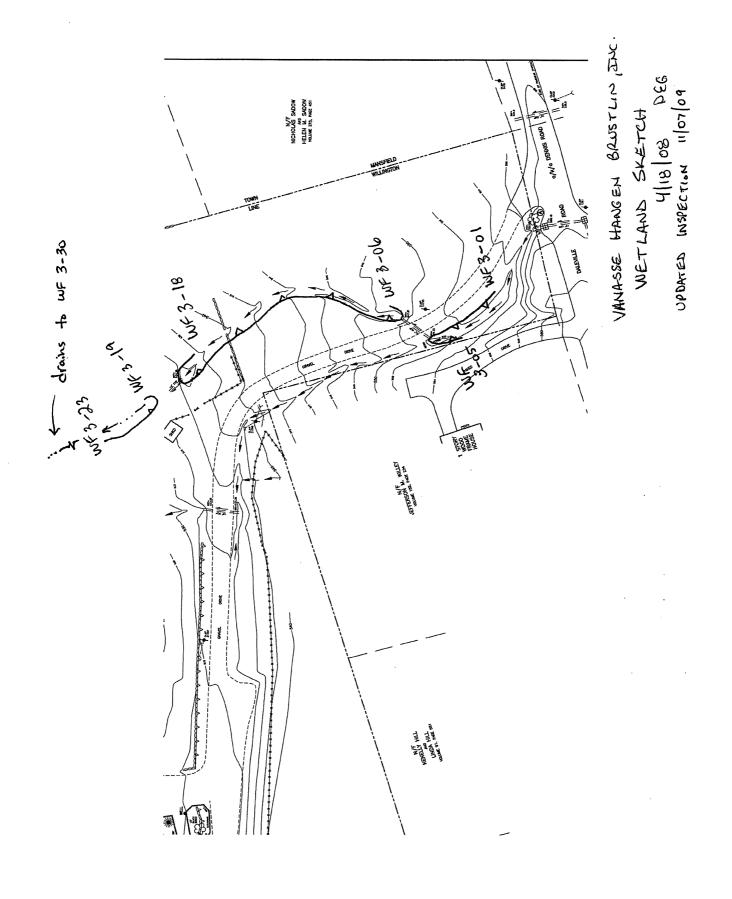
Map Unit: 73E—Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky

Charlton-Chatfield Complex, 15 To 45 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 15 to 45 percent and the runoff class is high. 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 Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock

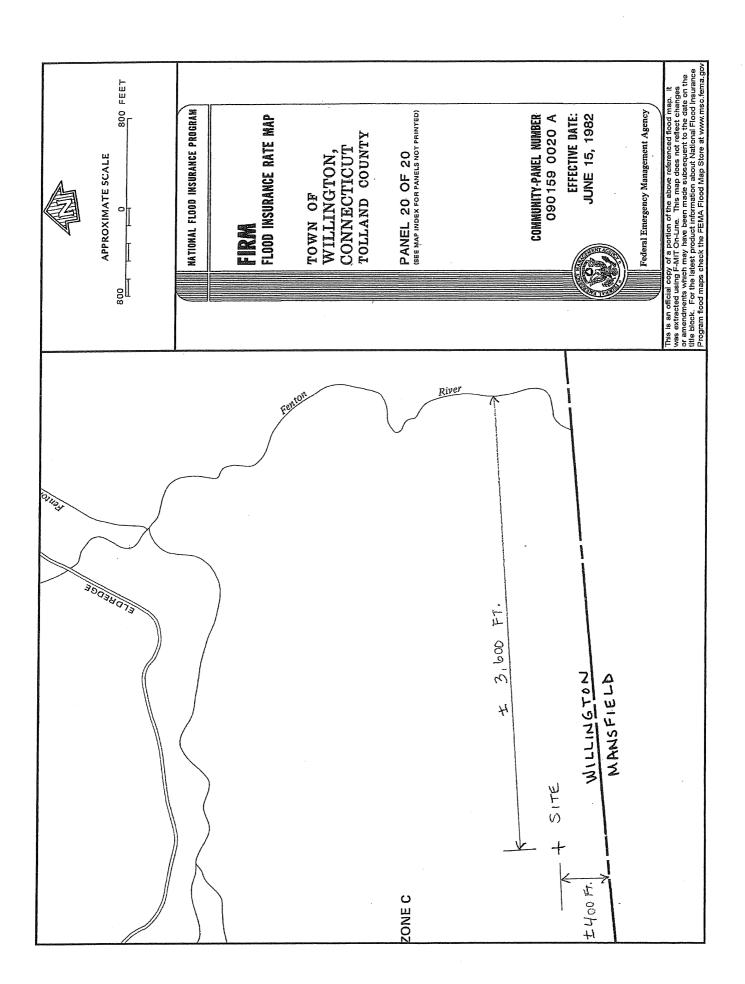
### Data Source Information

Soil Survey Area: State of Connecticut Survey Area Data: Version 7, Dec 3, 2009





### FIRM FLOOD INSURANCE RATE MAP



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MANSFIELD4C.SRP
                      ***************
                      بي
                                Federal Airways & Airspace
                      * Summary Report *
************************
                      Airspace Specialist: Clyde Pittman
                      File: MANSFIELD4C
                                  Stafford Springs, CT
                      Location:
                      Distance: 8.6 Statute Miles Direction: 340° (true bearing)
                      Latitude: 41°-50'-11.78"
                                                            Longitude: 72°-15'-17.92"
                      SITE ELEVATION AMSL.....497 ft.
                      STRUCTURE HEIGHT.....100 ft.
                      OVERALL HEIGHT AMSL.....597 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): NNR FAR 77.13(a)(4) Notice Criteria for IJD
FAR 77.13(a)(4): NNR FAR 77.13(a)(4) Notice Criteria for 7B9
FAR 77.13(a)(5): NNR (Off Airport Construction)
           NR = Notice Required
           NNR = Notice Not Required
           PNR = Possible Notice Required (depends upon actual IFR procedure)
  Notice to the FAA is not required at the analyzed location and height.
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: IJD: WINDHAM
                            RE: 235.3
Type: A RD: 3795 FAR 77.23(a)(1):
           RD: 37955.82
                             DNF
                             DNE - Greater Than 6 NM.
  FAR 77.23(a)(2):
  VFR Horizontal Surface: DNE
  VFR Conical Surface:
                             DNE
  VFR Approach Slope:
                             DNE
  VFR Transitional Slope: DNE
VFR TRAFFIC PATTERN AIRSPACE FOR: 7B9: ELLINGTON
                            RE: 265
           RD: 63363.65
Type: A
  FAR 77.23(a)(1):
FAR 77.23(a)(2):
                             DNE
                             Does Not Apply.
  VFR Horizontal Surface: DNE
  VFR Conical Surface:
                             DNE
  VFR Approach Slope:
                              DNE
  VFR Transitional Slope: DNE
TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
  FAR 77.23(a)(3) Departure Surface Criteria (40:1)
                                       Page 1
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### MANSFIELD4C.SRP

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 2000 ft AMSL

PRIVATE LANDING FACILITIES

No Private Landing Facilites Are Within 6 NM

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: WILI @ 14579 meters.

Airspace® Summary Version 2010.1

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01-27-2010 10:45:10 SITE NAME: Mansfield Four Corners, CT SITE NUMBER: 2005137329

ATTY/DATE: 9/21/07

### LAND LEASE AGREEMENT

2008

This Agreement, made this 7th day of January, 2007, between Muriel Kreuscher, f/k/a Muriel Todd residing at 343 Daleville Road, Willington, CT, Tax ID#

hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, Mail Stop 4AW100, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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 343 Daleville Road, Willington, CT, and being described as a 80 ' by 80' parcel containing 6400 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Daleville Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Willington as Map 2, Lot 5 and is further described in Deed Book 89 at Page 941 as recorded in the Town of Willington Land Records.

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. LESSOR also hereby grants to LESSEE the right to survey the SURVEY. 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.
- TERM. This Agreement shall be effective as of the date of execution by both 3. 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 Muriel Kreuscher 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. 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. The Agreement shall commence based upon the date LESSEE is

granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by both parties, whichever is later but in no event later than twelve (12) months after full execution of this Agreement by both parties. In the event the date LESSEE is granted a building permit, full execution of the Agreement or twelve (12) months after full 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 the date installation commences 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").

- 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 the annual rental for the third (3rd) five (5) year extension term shall be increased to and the 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 of 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. <u>USE</u>; 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 it will be unable to use the Premises for its intended purposes, 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.

8. <u>INDEMNIFICATION</u>. Subject to Paragraph 9 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.

### 9. 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.
- 10. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to paragraphs 8 and 28, 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.

- 11. <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 prior notice is given to LESSOR.
- 12. <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 afterinstalled 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 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.
- 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 32 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.
- 14. <u>HOLDOVER</u>. 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 13 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 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to of the rent applicable during the month immediately preceding such expiration or earlier termination.

- 15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or transfer by gift in whole or in part shall not be considered a sale of the Property for which LESSEE has any right of first refusal. In the event Lessee exercises its rights under this Paragraph 15, Lessee shall pay the additional sum of Five Thousand (\$5,000.00) Dollars to Lessor.
- 16. <u>RIGHTS UPON SALE</u>. 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.
- 17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 18. <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.
- 19. <u>INTEGRATION</u>. 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.

- 20. <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.
- 21. <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 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.
- 22. <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: Muriel Kreuscher

343 Daleville Road Willington, CT 06279

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.

- 23. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
- 25. <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.

### 26. 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 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.

27. 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.

### 28. 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.

- c. LESSEE shall hold LESSOR 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 LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by LESSOR.
- 29. <u>CASUALTY</u>. 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.
- 30. <u>CONDEMNATION</u>. 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 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.

- 31. <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.
- 32. <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.
- 33. <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.
- 34. <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.

- 35. <u>SUBLEASING.</u> LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.
- (a) In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner:

  Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall include a provision in each sublease agreement that any rent fees be divided as detailed herein. Lessee shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee.
- (b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Property. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Property, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive of the rental for that portion of the facilities that are located within the limits of the Property and LESSOR shall receive of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Premises.
- (c) Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

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

WITNESS Parkers

WITNESS Parkers

WHOTHIN Here

WITNESS

LESSOR:

Auriel Kreuscher

LESSEE: Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

Ву:

David R. Heverling

Its: Network Vice President

Northeast Area 08

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(Sketch of Premises within Property)

