

# **United States Fish and Wildlife Service**



*Vanasse Hangen Brustlin, Inc.*

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

**Memorandum**

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

Date: March 29, 2010

Project No.: 41479.09

From: Dean Gustafson  
Senior Environmental Scientist

Re: USFWS Compliance Determination –  
updated for 2010 Policy  
Suffield SW  
174 South Grand Street  
Suffield, Connecticut

---

Project Site:

**State:** Connecticut

**County:** Hartford

**Address:** 174 South Grand Street, Suffield, CT

**Latitude/Longitude Coordinates:** N41°59'13.333" W72°42'07.515"

**Size of Property:** ±17.57 acres

**Watershed:** Stony Brook (basin #4100)

Policies regarding potential conflicts between proposed telecommunications facilities and federally-listed endangered and threatened species are detailed in a January 4, 2010 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. The referenced Site is located in Suffield, Connecticut (Hartford County). No federally-listed endangered or threatened species are known to occur in Suffield, Connecticut (refer to the enclosed listing) and as such the proposed development will not result in an adverse affect to any federally-listed endangered or threatened species. A copy of the January 4, 2010 USFWS policy statement as well as a January 4, 2010 USFWS letter regarding federally-listed endangered and threatened species in Suffield, Connecticut are enclosed for reference.

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

---

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



---

**USFWS January 4, 2010  
Telecommunications Policy Statement  
and Federally-Listed Endangered and  
Threatened Species in Connecticut  
USFWS January 4, 2010  
No Known Federally-Listed or  
Endangered Species Letter**



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

New England Field Office  
70 Commercial Street, Suite 300  
Concord, NH 03301-5087  
<http://www.fws.gov/newengland>

January 4, 2010

To Whom It May Concern:

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

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

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

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

January 4, 2010

Future Coordination with this Office Relative to New Telecommunication Facilities

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

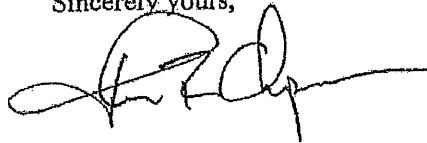
1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will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

For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the species lists remain valid until January 1, 2011. Updated consultation letters and species lists are available on our website:

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

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

Sincerely yours,



Thomas R. Chapman  
Supervisor  
New England Field Office



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

New England Field Office  
70 Commercial Street, Suite 300  
Concord, NH 03301-5087  
<http://www.fws.gov/newengland>

January 4, 2010

To Whom It May Concern:

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

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

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

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

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

Sincerely yours,

Thomas R. Chapman  
Supervisor  
New England Field Office

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

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

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

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

7/31/2008

**Connecticut Department of  
Environmental Protection**





June 18, 2010

Ref: 41479.09

Vanasse Hangen Brustlin, Inc.

Ms. Jenny Dickson  
Wildlife Biologist  
Connecticut Department of Environmental Protection  
Sessions Woods Wildlife Management Area  
P.O. Box 1550  
Burlington, Connecticut 06013-1550

Re: Whip-poor-will Survey  
Proposed Verizon Wireless Facility  
NDDDB - 17057  
174 South Grand Street, Suffield, CT

Dear Ms. Dickson:

Vanasse Hangen Brustlin, Inc. (VHB) has been retained by Cellco Partnership d.b.a. Verizon Wireless (Verizon Wireless) to review environmental resource information, including threatened or endangered species or designated critical habitats, outlined in 47 CFR Ch.1 § 1.1307 sections (a) and (b) for environmental consequences pursuant to the Federal Communications Commission ("FCC or Commission") requirements. As a licensing agency, the FCC complies with NEPA by requiring its licensees to review their proposed actions for environmental consequences. Rules implementing NEPA are found at Title 47 of the Code of Federal Regulations, Part 1, Subpart I, rule sections 1.1301 to 1.1319.

Based on your letter of August 14, 2009 (copy enclosed), VHB understands that the DEP Natural Diversity Database (NDDDB) indicates that state species of Special Concern eastern meadowlark (*Sturnella magna*) and whip-poor-will (*Caprimulgus vociferus*) occur in the vicinity of the proposed Verizon Wireless project. As indicated in your letter, eastern meadowlark is unlikely to be impacted by the proposed project since this species is a grassland-obligate bird and the subject property has been field confirmed to consist of residential development, forest and scrub/shrub habitats. The subject property does appear to provide potentially suitable habitat for whip-poor-will with forest and scrub/shrub habitat occupying the central and northern portions of the property. As a result, a nocturnal field survey was performed on April 29 to April 30, 2010 to determine if whip-poor-will are present at the subject property. A summary of our inspection is provided below.

VHB understands that Verizon Wireless is proposing to construct a new telecommunications facility on portions of property located at 174 South Grand Street, Suffield, Connecticut. A site location map is enclosed. The proposed facility will consist of a ±120-foot tall monopole tower within a 60-foot by 60-foot fenced-enclosed gravel compound area. Verizon Wireless antennas will be attached to the monopole and associated ground equipment will be installed at its base. The proposed access/utilities route will extend in an easterly direction off of South Grand Street following an existing wooded road to the proposed facility location (refer to the attached Site Plans). The subject property contains a

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

residence and barn on the north end among a primarily wooded and scrub/shrub parcel. The southern end of the parcel is dominated by the residence, nearby garage and associated maintained lawn and landscaping. With the exception of a barn structure along the north property boundary, the central and north portions of the subject property consist of conifer dominant forest areas bisected by a scrub/shrub habitat. Refer to the attached Whip-poor-will Habitat Map. The proposed access road to the Verizon Wireless facility, consisting of a 12-foot wide gravel surface, will result in minimal clearing as it will follow an existing woods road. The proposed facility will be located in a conifer forest area that will require the clearing of an approximate 75-foot by 75-foot area.

### Whip-poor-will Survey

NDDDB mapping shows whip-poor-wills occurring in a polygon near the center of West Suffield. The proposed tower location is located just south of the NDDDB polygon. Refer to the enclosed NDDDB map.

Whip-poor-wills nest in forested habitat with an open understory, often adjacent to shrubby herbaceous areas<sup>1</sup> such as those found on the subject property. The birds are nocturnal and forage in these open areas at dusk and dawn and during moonlit nights.<sup>2</sup> More often heard than seen, the birds call out loudly on moonlit nights, making them relatively easy to detect if conditions are appropriate.

A nocturnal field survey for whip-poor-will was performed on evening of April 29 until the early morning of April 30, 2010 to determine if whip-poor-wills were utilizing the proposed development area or surrounding woodlands on the subject property. VHB followed CTDEP protocol for whip-poor-will surveys.<sup>3</sup> The survey consisted of a stationary, three-minute point count conducted within 450 feet of the proposed Verizon Wireless Facility. The survey point was located along a mowed path within the scrub/shrub habitat, providing a relatively open area to detect whip-poor-will calls from the proposed facility location and surrounding areas. Because of detection probabilities, three surveys were performed at the survey point separated by at least an hour, and only when the moon was at least 50 percent illuminated, above the horizon, and not obscured by cloud cover. The survey window permitted by CTDEP extends from April 23 through June 30, 2010. In addition to the three, 3-minute survey blocks, an approximate 20 second saw-whet owl (*Aegolius acadicus*) call was played following the completion of the last survey time block in an attempt to prompt whip-poor-will adults into responding. The survey point was located with a hand-held Trimble GeoXT® Global Positioning System (GPS) receiver.

A whip-poor-will field survey data sheet was adapted from Massachusetts Audubon's whip-poor-will survey form<sup>4</sup> as a data form from CTDEP is not available.<sup>5</sup> Information collected included wind speed, noise volume, sky conditions, associated habitat, and species observed. Weather conditions were optimal during the whip-poor-will survey with a waning gibbous moon at 98% illumination, generally clear skies, none to slight background noises and calm wind experienced during the entire survey period. A completed survey data form is included as an attachment.

<sup>1</sup> Cink, C. L. 2002. Whip-poor-will (*Caprimulgus vociferus*), The Birds of North America Online (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/620> [Accessed 7/15/09].

<sup>2</sup> Cink, C. L. 2002. Ibid.

<sup>3</sup> J. Victoria (CTDEP), via e-mail, 5/29/09.

<sup>4</sup> [http://www.massaudubon.org/PDF/whippoorwill/driving\\_data\\_card.pdf](http://www.massaudubon.org/PDF/whippoorwill/driving_data_card.pdf). [Accessed 6/08/09].

<sup>5</sup> J. Victoria (CTDEP), via e-mail, 5/29/09.



Ms. Jenny Dickson  
NDDB - 17057  
June 18, 2010  
Page 3

The results of the whip-poor-will survey did not reveal the presence of whip-poor-will on the subject property or within auditory range of the survey point during any of the three time block periods as well as the 3-minute observation period following playing of the saw-whet owl call or during the wait periods. Great horned owl (*Bubo virginianus*) calls were heard during the first and second time blocks, with two individuals vocalizing during the second time block period. An Eastern screech owl (*Otus asio*) was heard in the distance northeast and south of the subject property during the wait period of the second and third time blocks, respectively. A barred owl (*Strix varia*) was heard during the wait period of the third time block to the southwest across South Grand Road.

In light of these findings, the Department's recommendation that "land clearing for the tower, compound area, and road should be conducted outside of the breeding season [late May through July], so that the potential for destruction of nests, eggs, or young is reduced" no longer appears warranted. With respect to the Department's other recommendations, the proposed tower will not be lit and lighting for the compound will use downshielded dark sky compliant fixtures attached to the equipment shelter set on a motion sensor and timer. In addition, standard erosion control measures will be installed and maintained in accordance with the 2002 *Connecticut Guidelines For Soil Erosion and Sediment Control* due to the facility's proximity to wetlands. Erosion control measures will be properly removed following permanent stabilization of exposed soils.

We respectfully request a written opinion from your office regarding the potential effect of proposed activities on whip-poor-will in light of documentation contained herein. At your earliest convenience, please forward correspondence to my attention. Thank you in advance for your assistance in this matter.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.

*Coreen Kelsey for*  
Dean Gustafson  
Senior Environmental Scientist

Enclosures

cc: Alexandria Carter, Verizon Wireless  
Kenneth C. Baldwin, Robinson & Cole, LLP





**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**WILDLIFE DIVISION**



**SESSIONS WOODS WILDLIFE MANAGEMENT AREA**  
**P.O. BOX 1550 • BURLINGTON, CT 06013 - 1550**  
**TELEPHONE (860) 675-8130 • FAX (860) 675-8141**

August 14, 2009

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

Re: Proposed cell tower and associated facilities at 174 South Grand Street in Suffield,  
 Connecticut

Dear Ms. Kelsey:

Materials pertaining to the above project were forwarded to me for review by the DEP Natural Diversity Database (NDDB) on 7/30/09. The NDDB indicated that the state species of Special Concern eastern meadowlark (*Sturnella magna*) and whip-poor-will (*Caprimulgus vociferus*) occur in the vicinity of this site.

The eastern meadowlark is considered to be a grassland-obligate bird. It requires open fields of varying sizes to breed, nest and forage in. Given the location, it is unlikely that eastern meadowlarks will be impacted by this proposed project.

Whip-poor-wills favor forest habitat with an open understory, often adjacent to areas of shrubby, herbaceous habitat. These ground-nesting birds are found in Connecticut during the breeding season (late May through July) and spend the winter in South America. Land clearing for the tower, compound area, and road should be conducted outside of the breeding season, so that the potential for destruction of nests, eggs, or young is reduced.

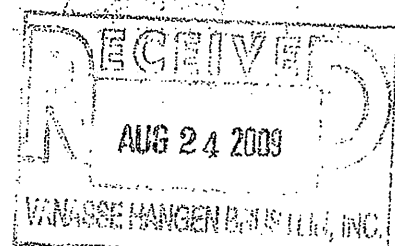
No additional information other than the height of the tower was mentioned in your correspondence to the NDDB. The Wildlife Division recommends that there be no, or extremely limited, lighting of the tower and compound area. If lighting is needed, it should be directional and not "white light" to reduce possible strike hazards. Given the site's proximity to wetlands, standard protocols for protection of wetlands are followed and maintained during the course of the project, potential impacts to this species will be reduced. All silt fencing should be removed after soils are stable as to not impede reptile and amphibian movement between uplands and wetlands.

The Wildlife Division has not made an on-site inspection of the project area. Consultation with this office should not be substituted for site-specific surveys that may be required for environmental assessments. This is a preliminary site review and is not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to the DEP for the proposed site. 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 and species-specific surveys may be required. If the proposed project has not been initiated within 6 months of this Wildlife Division review, you should contact the NDDB for an updated review.

Please feel free to contact me if you have additional questions regarding eastern meadowlarks or whip-poor-wills.

Sincerely,

Jenny Dickson  
 Wildlife Biologist



JD/ls  
 cc: D. McKay - 17057

**An Equal Opportunity Employer**  
**( Printed on Recycled Paper )**



Vanasse Hangen Brustlin, Inc.

**Figure 1**  
**Site Location Map**  
**Proposed Verizon Wireless Facility**  
**Suffield SW**  
**174 South Grand Street**  
**Suffield, Connecticut**



Cellco Partnership

d.b.a. **verizon** wireless  
**WIRELESS COMMUNICATIONS FACILITY**

SUFFIELD SW  
 174 SOUTH GRAND STREET  
 WEST SUFFIELD, CT 06093

**SITE DIRECTIONS**

**FROM:** 92 EAST RIVER DRIVE, EAST HARTFORD, CONNECTICUT **TO:** 174 SOUTH GRAND STREET, WEST SUFFIELD, CT 06093

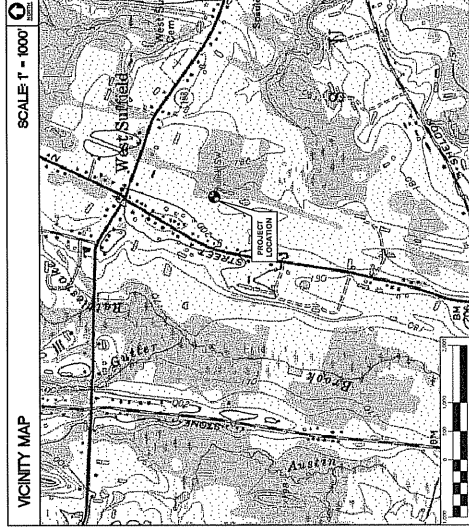
1. Start out going EAST on E RIVER, OR toward DURLIN ST.
2. Turn LEFT onto CONNORVILLE BLVD/US-44.
3. Turn LEFT onto W/OUS-44 W/OUS-44 W.
4. Merge onto I-95 N, take EXIT 5 toward SPRINGFIELD.
5. Merge onto CT-20 N toward E GRANBY/GRANBY.
6. Merge onto CT-20 N toward E GRANBY/GRANBY.
7. Turn LEFT onto S GRAND ST/CT-187.
8. Turn LEFT onto S GRAND ST/CT-187.
9. Turn LEFT onto S GRAND ST/CT-187.
10. Turn LEFT onto S GRAND ST/CT-187.
11. Turn LEFT onto S GRAND ST/CT-187.
12. Turn LEFT onto S GRAND ST/CT-187.

**GENERAL NOTES**

1. PROPOSED ANTENNA LOCATIONS AND HEIGHTS PROVIDED BY CELCO PARTNERSHIP.

**SITE INFORMATION**

1. THE CONSTRUCTION OF A 60'x60' FENCED WIRELESS COMMUNICATIONS COMPOUND WITH A 100'x100' LEASE AREA.
2. A TOTAL OF UP TO FIFTEEN (15) DIRECTIONAL PANEL ANTENNAS ARE PROPOSED TO BE MOUNTED AT A CENTERLINE ELEVATION OF 107'-0" AS ILLUSTRATED ON THE PROPOSED SITE PLAN. POWER AND TOWER LOCATIONS SHALL BE ROUTED UNDERGROUND FROM EXISTING RESPECTIVE DAMMANS TO THE PROPOSED UTILITY BACKWARD LOCATED ADJACENT TO THE PROPOSED FENCED COMPOUND. THE PROPOSED UTILITY COMPANIES UTILITIES WILL BE ROUTED FROM UTILITY COMPANIES TO THE PROPOSED NOMINAL 15'x30' WIRELESS EQUIPMENT SHELTER LOCATED WITHIN THE COMPOUND.
3. FINAL DESIGN FOR TOWER AND ANTENNA MOUNTS SHALL BE INCLUDED IN THE DAM PLANS.
4. THE PROPOSED WIRELESS COMMUNICATIONS FACILITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2003 INTERNATIONAL BUILDING CODE AS MODIFIED BY THE 2009 CONNECTICUT SUPPLEMENT.
5. THERE WILL NOT BE ANY LIGHTING UNLESS REQUIRED BY THE FCC OR THE FAA.
6. THERE WILL NOT BE ANY SIGNS OR ADVERTISING ON THE ANTENNAS OR EQUIPMENT.
7. FOR ADDITIONAL NOTES AND DETAILS REFER TO THE ACCOMPANYING DRAWINGS.



**PROJECT SUMMARY**

**SITE NAME:** SUFFIELD SW  
**174 SOUTH GRAND STREET**  
**WEST SUFFIELD, CT 06093**

**PROPERTY OWNER:** DARWIN P. & ROBERT C. PANANELLI  
 174 SOUTH GRAND STREET  
 WEST SUFFIELD, CT 06093

**LESSEE/TENANT:** CELCO PARTNERSHIP  
 48 B. VERIZON WIRELESS  
 92 EAST RIVER DRIVE  
 EAST HARTFORD, CT 06108

**CONTACT PERSON:** SANDY CARTER  
 CELCO PARTNERSHIP  
 92 EAST RIVER DRIVE  
 EAST HARTFORD, CT 06108

**TOWER COORDINATES:** UTM ZONE: 18QJG  
 EASTING: 661080  
 NORTHING: 4513387  
 ELEVATION: 107.25'  
 GROUND ELEVATION: 192.37' A.M.S.L. (PROPOSED)

**SHEET INDEX**

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	B
C-1	SITE PLAN	B
C-2	COMPOUND PLAN AND ELEVATION	B

VERIZON WIRELESS  
 WIRELESS COMMUNICATIONS FACILITY  
 SUFFIELD SW  
 WEST SUFFIELD, CT 06093

DATE: 07/26/09  
 SCALE: AS SHOWN  
 JOB NO.: 08042

TITLE SHEET

T-1  
 Sheet No. 1 of 3

Cellco Partnership  
 d.b.a. Verizon Wireless

PROFESSIONAL ENGINEER SEAL

REV.	DATE	BY	CHK'D BY	DESCRIPTION
A	07/26/09	NW	DMD	ISSUED FOR CSC TECH REPORT-CLEAR REVIEW
B	07/27/09	DMD	CFC	REVISED FOR CSC TECH REPORT-CLEAR REVIEW

DESIGNED BY: CFC  
 DRAWN BY: NAW  
 CHECKED BY: DMD

**C-1**

**SITE PLAN**

DATE: 07/29/09  
SCALE: AS NOTED  
JOB NO.: 09022

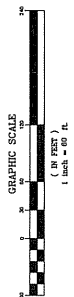
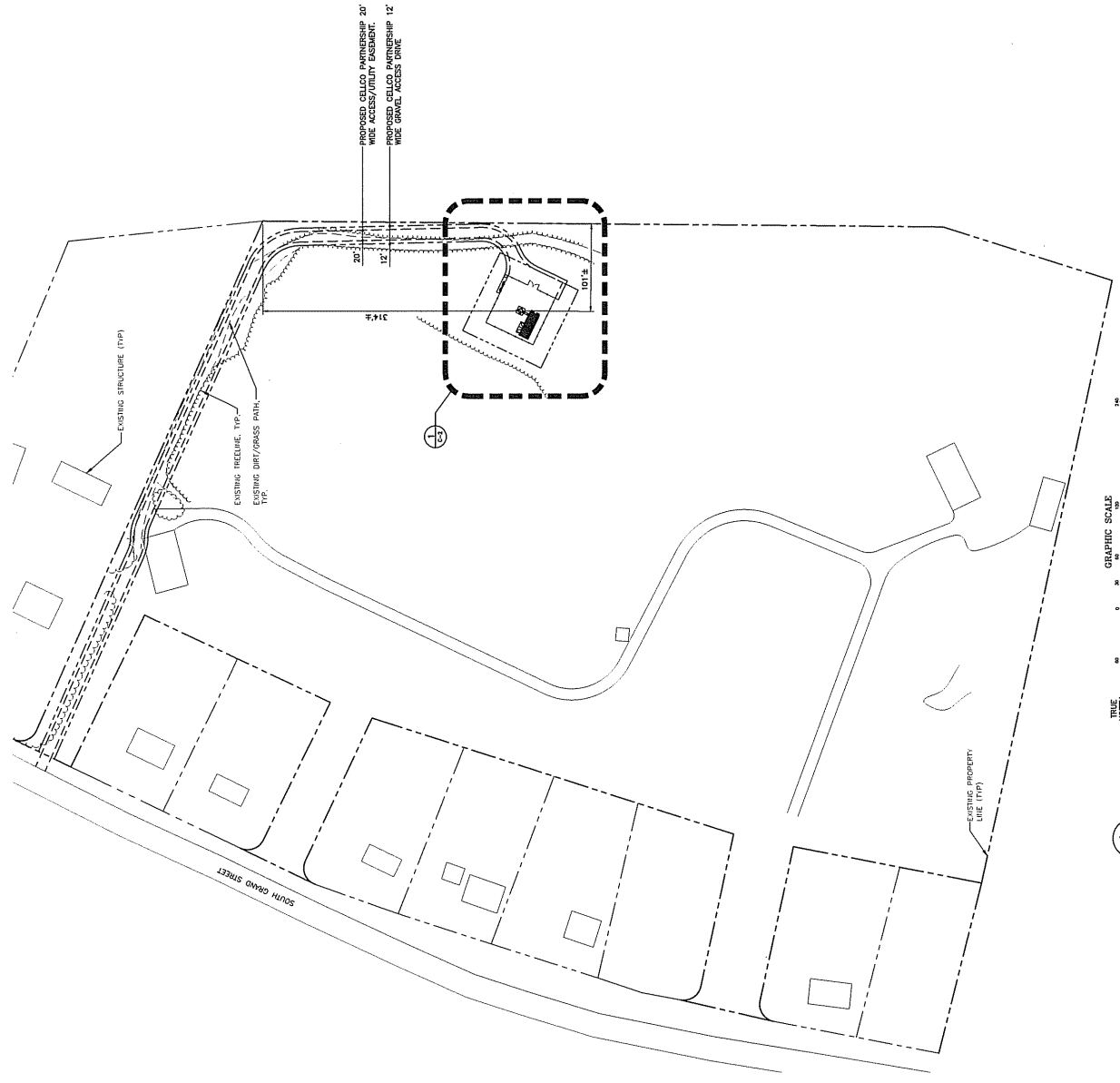
**VERIZON WIRELESS**  
WIRELESS COMMUNICATIONS FACILITY  
**SUFFIELD SW**  
174 SOUTH GRAND STREET  
WEST SUFFIELD, CT 06098



d.b.a. Verizon Wireless  
College Partnership

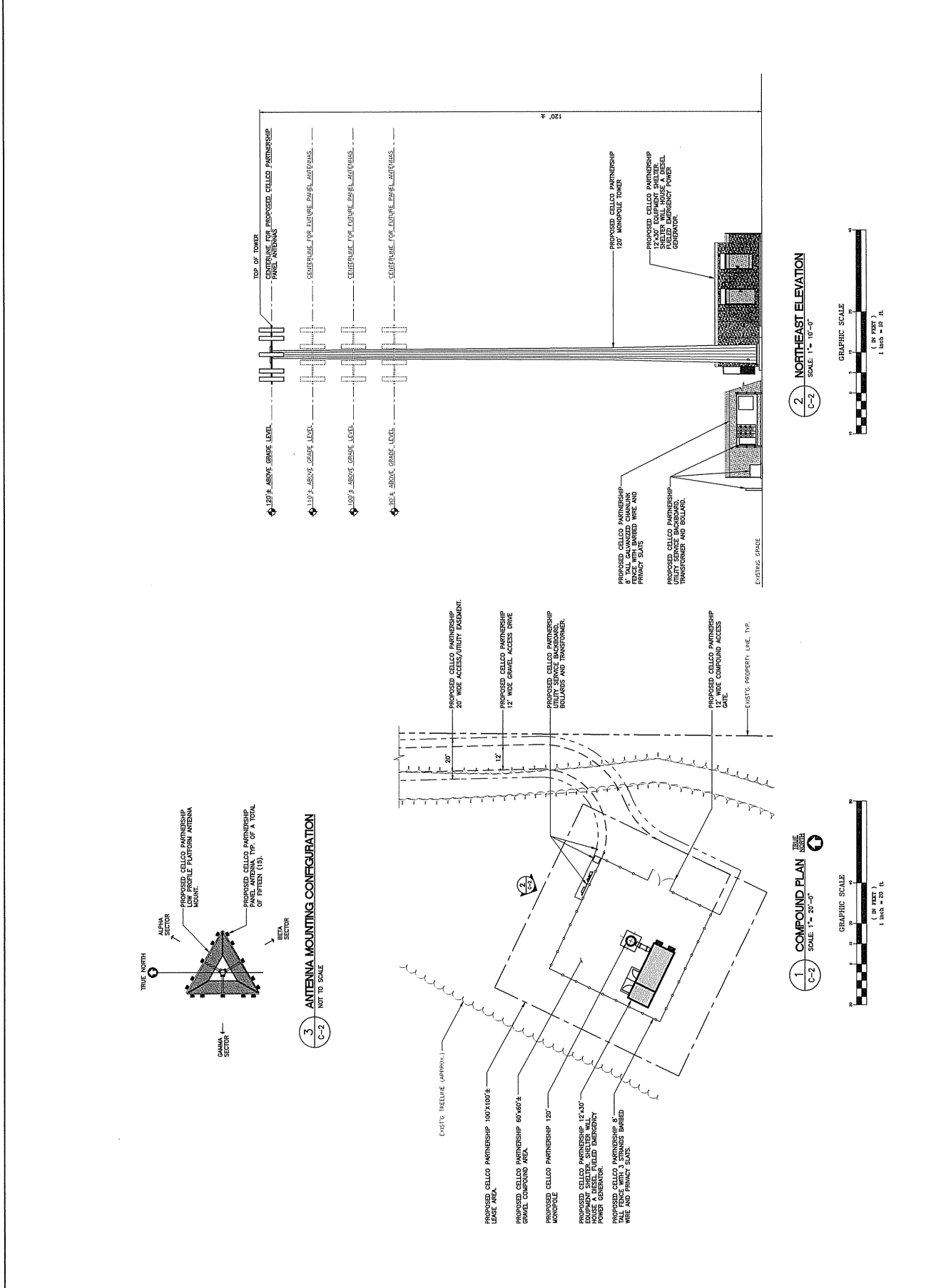
REV.	DATE	BY	CHK'D BY	DESCRIPTION
A	07/29/09	KW		ISSUED FOR CSC TECH REPORT-CLIENT REVIEW
B	02/27/10	DMD		REVISED FOR CSC TECH REPORT-CLIENT REVIEW

**DRAWING REFERENCE NOTE:**  
PROPERTY LINES AND EXISTING SITE FEATURES SHOWN HEREIN ARE BASED ON A TOWN OF SUFFIELD ASSessor'S MAP.



**1 SITE PLAN**  
C-1  
SCALE: 1" = 60'







Whip-poor-will Habitat Map  
 Proposed Verizon Wireless Facility  
 Suffield SW  
 174 South Grand Street  
 Suffield, Connecticut

**Legend**

- ★ Proposed Tower Location
  - - - Proposed Access Road
  - ▨ Natural Diversity Database Areas (06/10)
- Habitat Areas**
- D - Developed
  - FO - Upland Forest
  - SS - Scrub/Shrub
- Suffield Assessor Parcel Boundary (2009)  
 CTDEP Wetlands (2005)

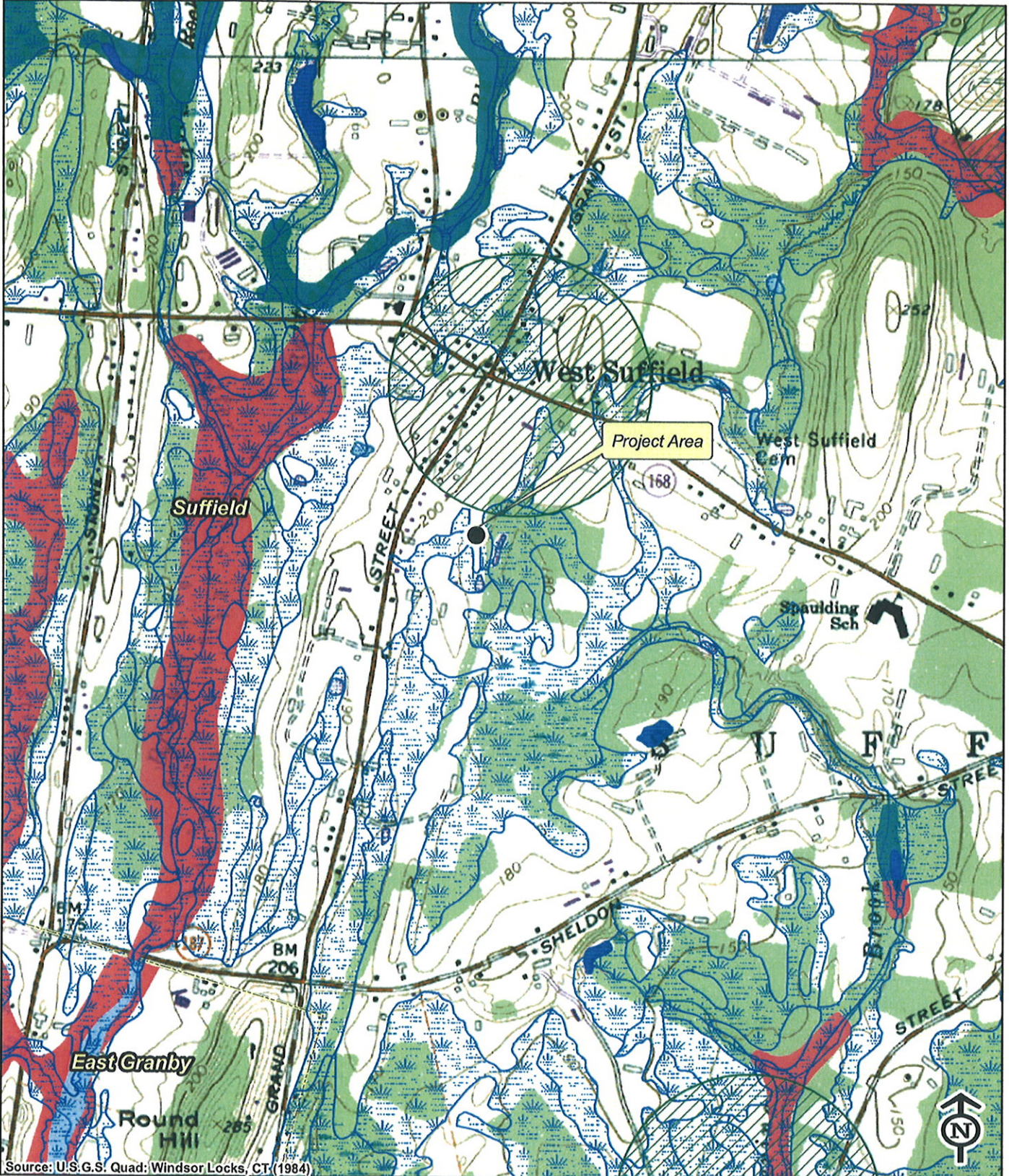
Base Map Source: 2004 aerial photograph with 0.5-foot resolution.



\\cmdata\project\14719\06\hob\FIGURES\HW6\_Suffield\_SW\_EV\_Constraints\_Map.pdf



Whip-poor-will Survey Point  
 Latitude: 41° 59' 13.236"  
 Longitude: 72° 42' 13.123"



Source: U.S.G.S. Quad: Windsor Locks, CT. (1984)

**Legend**

- Site
- ▨ NDDB Areas (buffered; last updated 06/10)
- ▨ Wetlands
- ▨ Open Water
- FEMA Flood Zone**
- ▨ 100 Year Flood Zone
- ▨ 500 Year Flood Zone
- ▨ Floodway in Zone AE
- ▨ Other Flood Areas
- ▨ Town Line



Vanasse Hangen Brustlin, Inc.

**Natural Diversity Data Base (NDDB)  
State and Federally-Listed Endangered,  
Threatened, and Special Concern Species  
and Significant Natural Communities Screen  
Proposed Verizon Wireless Facility  
Suffield Southwest  
174 South Grand Street  
Suffield, Connecticut  
June 16, 2010**



## Whip-poor-will Survey Data Sheet

<b>Location Name: Suffield SW – Paginelli</b>					
<b>Observer: Dean Gustafson</b>					
<b>Date: 4/29/10 – 4/30/10</b>					
<b>Start Time: 12:13 am</b>			<b>End Time: 2:33 am</b>		
<b>Moonrise: 9:38 pm</b>			<b>Moonset: 6:50 am</b>		
<b>Twilight: 5:17 am</b>			<b>Sunrise: 5:47 am</b>		
<b>Moon Phase: waning gibbous – 98% illuminated</b>					
<b>Coordinates:</b>		<b>Latitude</b> 41° 59' 13.236"		<b>Longitude</b> 72° 42' 13.123"	
<b>Survey Conditions at Each Survey Point</b>					
<b>Point:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Wind	0	0	0		
Sky	0	0	1		
Noise	0-1	0-1	0-1		
Moon Visible (Y/N)	Y	Y	Y		
# Houses Visible	1 (south)	1 (south)	1 (south)		
Habitat 1	OF	OF	OF		
Habitat 2	DF	DF	DF		
Habitat 3	PF	PF	PF		

Wind Codes	Sky Codes	Noise Codes
0 = None	0 = Clear	0 = None
1 = Light	1 = M Clear	1 = Slight
2 = Moderate	2 = M Cloudy	2 = Medium
3 = Strong	3 = Cloudy	3 = Excessive

Dominant Habitat Codes	
PF = Pine/Conifer/Mixed Forest	SH = Shrubland/Managed ROW
DF = Deciduous Forest	M = Marsh/Wetland
OF = Old Field	O = Open (Fields, lawn)
D = Developed (urban, residential)	AG = Agriculture
W = Water	

### Bird Abbreviations

Great Horned Owl – GHOW  
 Barred Owl – BAOW  
 Eastern Screech Owl – ESOW  
 Long-eared Owl – LEOW  
 Northern saw-whet Owl – NSWO  
 Whip-poor-will – WPWI  
 Common Nighthawks – CONI  
 Chuck-wills-widow – CWWI  
 Northern Mockingbird – NOMO  
 No birds detected – NONE

	Point	Time	Species	Time Blocks (minutes of survey)			Direction of Observation
				1	2	3	Compass points
1	PAG - 1	12:13 am – 12:16 am	GHOW	None	1	1	S; S
2	PAG - 2	1:16 am – 1:19 am	GHOW	2	2	2	S; SW; SW(east of S. Grand)
3	PAG - 3	2:22 am - 2:25 am	-	None	None	None	-
4	PAG - 4	2:30 am - 2:33 am	-	None	None	None	-

### Comments:

Point 1: GHOW from woods to south (< .25 mile), repeated calls over 5 min.  
 Point 2: GHOW again during waiting period; ESOW to NE in woods behind site

Point 3: BAOW again during waiting period, further to southwest and west of S. Grand; GHOW near to south

# **State Historic Preservation Office**



Connecticut Commission on Culture & Tourism

June 4, 2010

Historic Preservation  
and Museum Division

One Constitution Plaza  
Second Floor  
Hartford, Connecticut  
06103

860.256.2800  
860.256.2763 (f)

Ms. Coreen Kelsey  
Environmental Coordinator  
VHB, Inc.  
54 Tuttle Place  
Middletown, CT 06457

Subject: Proposed Tower Height Increase to 120-feet - Verizon Wireless  
Telecommunications Facility, Suffield SW CT, 174 South Grand  
Street, Connecticut.

Dear Ms. Kelsey:

The State Historic Preservation Office understands that the proposed height of the telecommunications tower structure for the referenced facilities has been increased from 100 feet to 120 feet. SHPO has previously reviewed this project, including photographic simulations of the tower, and determined that it would have no adverse effect on the historic character of West Suffield<sup>1</sup>. Based on the information that you have provided to our office, it is our opinion that the newly proposed 120 foot tower will not significantly alter the potential visual effects of the facilities on the local viewshed. It is therefore our opinion that the current proposed project will have no adverse effect on historic properties within West Suffield.

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking. This comment is provided in accordance with the National Historic Preservation Act.

For further information, please contact Daniel Forrest, Staff Archaeologist, at (860) 256-2761 or [daniel.forrest@ct.gov](mailto:daniel.forrest@ct.gov).

Sincerely,

David Bahlman  
Deputy State Historic Preservation Officer

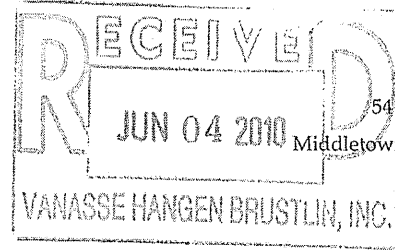
cc: Bellantoni/OSA

**CONNECTICUT**  
www.cultureandtourism.org

<sup>1</sup> Letter from David Bahlman (SHPO) to Coreen Kelsey (VHB) dated March 2, 2010.



Vanasse Hangen Brustlin, Inc.



To: Daniel Forrest  
State Historic Preservation Office  
Commission on Culture & Tourism  
One Constitution Plaza, Second Floor  
Hartford, CT 06103

Date: May 13, 2010

Project No.: 41479.09

From: Coreen Kelsey  
Ext. 2306

Re: Suffield SW  
174 South Grand Street  
Suffield, Connecticut  
Latitude: 41°-59'-13.333" N NAD 83  
Longitude: 72°-42'-07.515' W NAD 83

Hi Dan,

Since receiving your no effect letter dated March 22, 2010 for the above referenced facility, the proposed tower height has been increased from a 100-foot monopole tower to a 120-foot monopole tower. Enclosed, please find our revised photographic documentation and photographic simulations from the 4 corner area of where Route 168 and South Grand Street intersect. The first two photographs, Views 1 & 1A, taken from the parking lot of the West Suffield Congregational Church are non-visible. The balloon is visible through trees in View 2 taken from the intersection of Route 168 and Route 187 adjacent to the West Suffield Congregational Church.

We respectfully request a written opinion from your office regarding the potential effect or no effect of proposed activities on resources under Section 106. At your earliest convenience, please forward correspondence to my attention.

Thank you.

Coreen

Enclosures

**NO ADVERSE EFFECT**  
*David Kalin* DEPUTY SHPO  
STATE HISTORIC PRESERVATION OFFICE  
Date 5.26.10 Project \_\_\_\_\_



## Connecticut Commission on Culture & Tourism

March 2, 2010

### Historic Preservation and Museum Division

One Constitution Plaza  
Second Floor  
Hartford, Connecticut  
06103

860.256.2800  
860.256.2763 (f)

Ms. Coreen Kelsey  
Environmental Coordinator  
VHB, Inc.  
54 Tuttle Place  
Middletown, CT 06457

Subject: Proposed Verizon Wireless Telecommunications Facility, Suffield  
SW CT, 174 South Grand Street, Connecticut.

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the above-named project. The project consists of the construction of a 100-foot tall monopole tower and associated ground facilities within a 100-foot by 100-foot fence-enclosed compound area. The facilities will be serviced by a roughly 1000-foot long, 12-foot wide access road leading from South Grand Street to the proposed tower location. SHPO had previously reviewed the referenced undertaking and recommended that a professional reconnaissance survey be undertaken to identify and evaluate archaeological resources which may exist within the proposed project limits<sup>1</sup>. This office also requested that photographic simulations be prepared of the cell tower to assess the effects of the proposed facilities on the historic ambience of the potentially National Register-eligible West Suffield village. In response, Vanasse Hangen Brustlin, Inc. (VHB) has submitted a Phase I Cultural Resources Reconnaissance Survey report<sup>2</sup> prepared by Heritage Consultants, LLC, and the results of a balloon test simulating the visual effects of the proposed tower facility on historic West Suffield.

This office has reviewed the cultural resources survey report prepared by Heritage and notes the following:

The following list of bibliographic citations are missing from the submitted report: Barber (1980), Braun (1987), Broyles (1966), Bellantoni (1987), Drago (1967), Edwards and Emery (1977), Edwards and Merrill (1977), Emery (1977), Fitting (1968), Martin and Guilday (1967), Ritchie (1943), Thomas (1980),

<sup>1</sup> Letter from David Bahlman (SHPO) to Coreen Kelsey (VHB) dated August 11, 2009.

<sup>2</sup> Phase I Cultural Resources Reconnaissance Survey of a Proposed Cellular Communications Facility at 174 South Grand Street, Suffield, Connecticut. Heritage Consultants, LLC. (August 2009).

**CONNECTICUT**  
www.cultureandtourism.org



Verizon Tower  
Suffield SW  
3/2/2010  
(Continued)

Thorson and Webb (1991), and Witthoft (1953). In addition, the report cites two publications of William Ritchie published in 1969, and two publications of Lucianna Lavin published in 1988. Although all of these references are included in the bibliography, the in-text citations do not consistently discriminate which specific source is being referenced.

As to the potential effects of this undertaking on archaeological resources, SHPO notes that a single prehistoric-period quartzite Narrow-stemmed projectile point was recovered from the proposed tower location. No additional evidence of a prehistoric period archaeological site was recovered during supplemental testing, nor were any other artifacts found in testing conducted elsewhere within the proposed lease area or access road. Although SHPO concurs with Heritage's recommendation that no further archaeological investigations are warranted for this undertaking, we are requesting that a photograph of the recovered projectile point (with photographic scale) be included in the final report. Such illustrations are an important element of the archaeological survey documentation (see SHPO's *Environmental Review Primer for Connecticut's Archaeological Resources*).

As to the potential visual effects of the proposed tower and associated facilities on the historic ambience of West Suffield, this office notes that the photographic documentation provided by VHB suggests that the tower will have no significant effects to the West Suffield viewshed.

Based on the information that you have provided to SHPO, this office anticipates that the proposed undertaking will have no effect on archaeological resources listed or eligible for listing in the National Register of Historic Places, and no adverse effect on the historic character of West Suffield. These comments are conditional upon the submittal to SHPO of a revised archaeological survey report providing complete references to all cited sources and a photograph of the single recovered artifact.

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

This comment is provided in accordance with the National Historic Preservation Act.

For further information, please contact Mr. Daniel Forrest, Staff Archaeologist, at (860) 256-2761 or [daniel.forrest@ct.gov](mailto:daniel.forrest@ct.gov).





Verizon Tower  
Suffield SW  
3/2/2010  
(Continued)

Sincerely,

David Bahlman  
Deputy State Historic Preservation Officer

FAR PART 77 AIRSPACE OBSTRUCTION REPORT

To: Christopher Gaines  
Verizon Wireless  
99 East River Drive  
East Hartford, CT 06108

Date: June 30, 2010

Location: West Suffield, CT  
Client Case No: Suffield SW  
ASI Case No: 10-P-7555.CT.001

**SUMMARY OF FINDINGS:**

There are no federal aviation regulatory or operational factors affecting this site and proposed structure. At this location any structure over 124 feet AGL will have to be filed with the FAA. A structure up to 123 feet AGL should receive a routine approval if it were to be filed with the FAA.

**SITE DATA:**

Structure: Monopole

Coordinates: 41°-59'-12.98" / 072°-42'-09.19" [NAD 27]  
41°-59'-13.33" / 072°-42'-07.52" [NAD 83]

Site Ground Elevation: 192' [AMSL]

Studied Structure Height (with Appurtenances): 123' [AGL]

Total Overall Height: 315' [AMSL]

**SEARCH RESULTS:**

- The nearest public use or military air facility subject to FAR Part 77 is Bradley Intl. Airport.
- The studied structure is located 2.57 NM / 15,606 feet NorthWest (328 ° True) of the Bradley Intl. Airport Runway 24.
- Other public or private airports or heliports within 3 NM:  None  Printout attached
- AM radio station(s) within 3NM:  None  Printout attached

Highlighted AM stations on printout require notice under FCC Rules and Policy (Ref.: 47 CFR 73.1692).

**FINDINGS**

• **FAA Notice (Ref.: FAR 77.13 (a)(1); FAR 77.13 (a)(2) i, ii,iii):**

- Not required at studied height.
- Required at studied height.
- The No Notice Maximum height is 124 feet AGL.

IMPORTANT: Our report is intended as a planning tool. If notice is required, actual site construction activities are not advisable until an FAA Final Determination of No Hazard is issued.

• **Obstruction Standards of FAR Part 77 (Ref.: FAR 77.23 (a)(1),(2),(3),(4),(5)):**

- Not exceeded at studied height.
- Exceeded at studied height and Extended Study may be required.
- Maximum nonexceedance height is \_\_\_\_\_ feet AGL.

• **Marking and Lighting (Ref.: AC 70/7460-1K, Change 1):**

- Will not be required.
- Will be required at studied height, if structure exceeds:
  - 200 feet AGL
  - Obstruction Standard

• **Operational Procedures (Ref.: FAR 77.23 (a)(3), (4); FAA Order 7400.2; FAA Order 8260.3B):**

- Not affected at studied height (FAA should issue a Determination of No Hazard.)
- Affected at studied height and the FAA will consider the studied structure to be a hazard to air navigation.
- Maximum height that would not affect operational procedures is \_\_\_\_\_ feet AMSL.

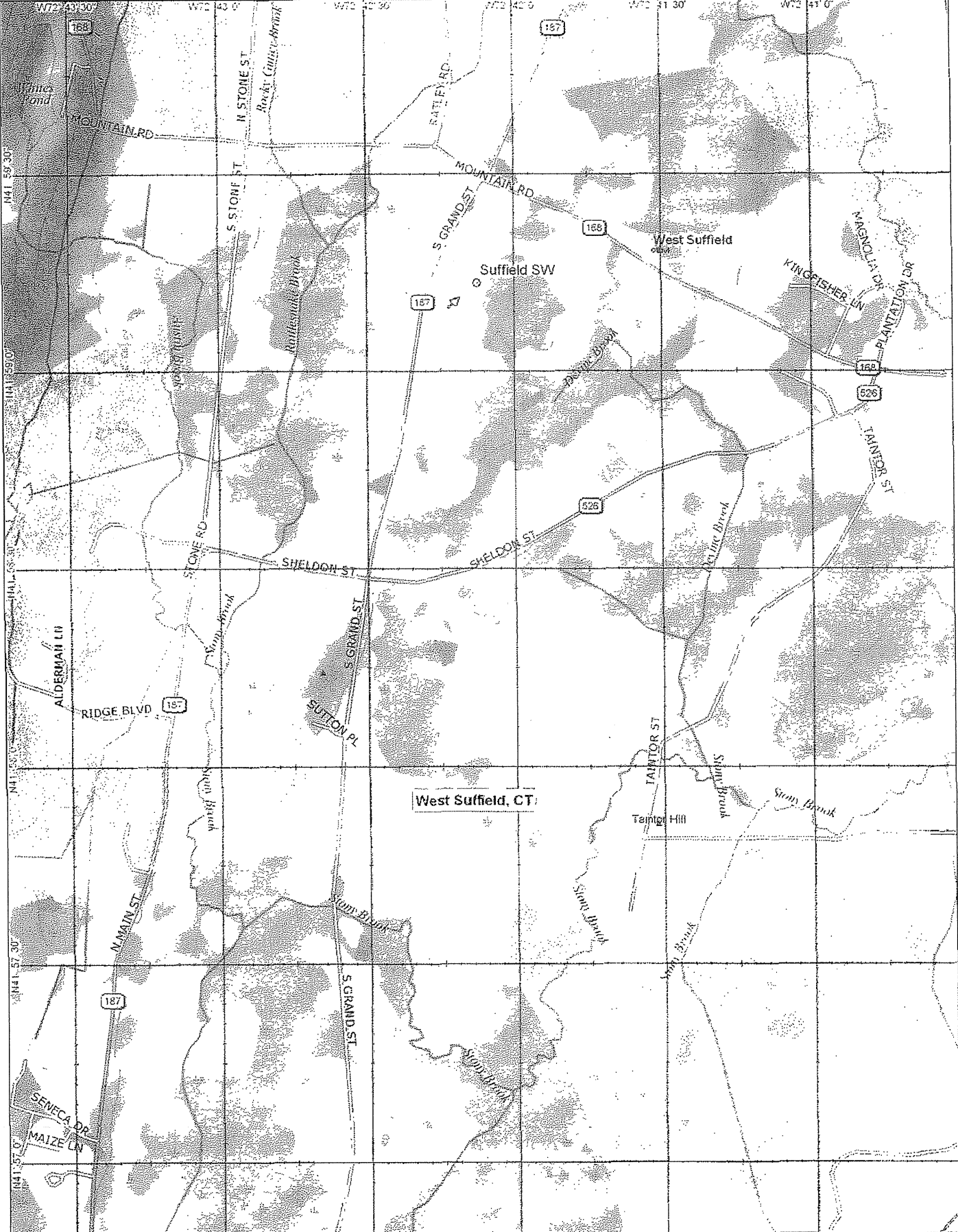
**Conclusions/Comments**

**Actions:**

ASI will file with FAA Region and State

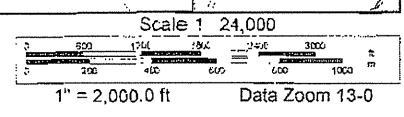
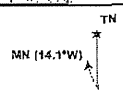
Yes

No



West Suffield, CT

Data use subject to license.  
 © DeLorme. XMap® 7.  
 www.delorme.com



## FAA 2-C SURVEY CERTIFICATION

**Applicant:** Verizon Wireless  
 99 East River Drive  
 East Hartford, Ct 06108

**Site Name:** SURFIELD SW

**Address:** 174 South Grand Street  
 West Suffield, Connecticut 06093

**Horizontal Datum:** NAD 83

**Vertical Datum:** NGVD 1929 (A.M.S.L.)

**Structure Type:** Proposed Monopole

**Latitude:** 41°- 59' -13.333" N NAD 83  
**Longitude:** 72°- 42' -07.515' 'W NAD 83

**Existing Ground Elevation:** 190.2'± feet A.M.S.L

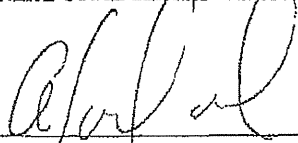
**Proposed Ground Elevation:** 192.3'± feet A.M.S.L

**Proposed Top of Monopole:** 120.0'± feet A.G.L. (312.3± A.M.S.L.)

**Proposed Top Antenna:** 123.0'± feet A.G.L. (315.3'± A.M.S.L.)

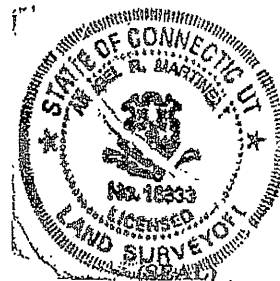
**Certification:** I certify that the Latitude and Longitude noted hereon are accurate to within  $\pm$  50 feet horizontally and that the site elevation is accurate to within  $\pm$  20 feet vertically. With a proposed top of antenna height of 123.0'± AGL, the overall height will be 315.3'± A.M.S.L. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD 83) and are expressed in degrees minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1929 and expressed to the nearest foot.

**Company:** Martinez Couch and Associates L.L.C.

**Signature:**   
**Surveyor/seal:** Angel R. Martinez L. S. 18833

**Date:** August 12, 2009

Revised June 21, 2010 – Change to 120' Monopole



# Airports with Runways

Search Latitude: 41-59-13 Search Radius: 3  
 Search Longitude: 072-42-08 Height (MSL):

ID	Name	City	State	ARP Lat	ARP Long	Type	Runways	Primary	RwyLat	RwyLong	Elev. Dist/NM	Dist/feet	Bear
CT50	MARKS	EAST GRANBY	CT	41-58-34.3490N	72-42-22.3340W	PR					2.66	16,135	183.75

LAND LEASE AGREEMENT

This Agreement, made this ~~21<sup>st</sup>~~<sup>18<sup>th</sup></sup> day of ~~July~~<sup>August</sup>, 2009 between [ Robert G. and Darian P. Paganelli, with their principal offices located at 174 S. Grand Street, W. Suffield, CT, 06093, hereinafter designated LESSOR and Cellco Partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 174 S. Grand Street, W. Suffield, CT and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, S. Grand Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of Suffield as Map 16-H, Block 24, Lot 51A, and is further described in Deed Book 170, at Page 176, as recorded in the Town of Suffield 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, provided that any such additional right of way shall not materially interfere with LESSOR's use of the property

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey, upon review and approval of LESSOR, which approval shall not be unreasonably withheld or delayed, shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for the first lease year of:

to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate

in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Rent for each year after the first lease year shall increase by over the rent for each preceding year. The Agreement shall commence the first day of the month following the date (i) LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Agreement by the Parties, whichever is later.

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.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by



giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. For each year of the extension terms, rent shall increase by three percent (3%) over the rent for each preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least 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 year of each such additional five (5) year term shall be increased by per year as set forth above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that 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.

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

10. INSURANCE.

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

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

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

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

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage

excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith.

assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. 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.

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

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

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

22. ASSIGNMENT AND SUBLETTING. 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.

LESSEE may sublease any portion of the Property at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

In the event LESSEE subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee (s) shall be divided between the LESSOR and the LESSEE in the following manner: \_\_\_\_\_ to LESSOR and \_\_\_\_\_ to LESSEE.

Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee (s).

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Darian & Robert Paganelli  
174 S. Grand Street  
W. Suffield, CT, 06093

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

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

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

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the

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

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

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not

maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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



a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

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

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

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

a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.


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

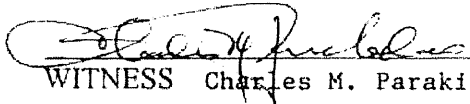
33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

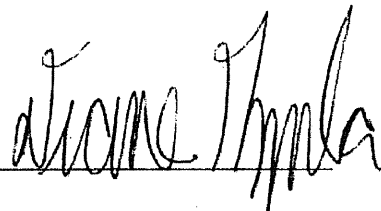
34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

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

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

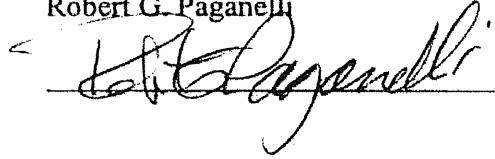
  
WITNESS Charles M. Parakilas

  
WITNESS Charles M. Parakilas

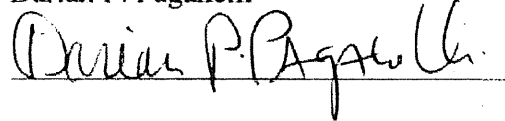
  
WITNESS

  
WITNESS

LESSOR:  
Robert G. Paganelli



Darian P. Paganelli



Date: July 21, 2009

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

By: 

Name: David R. Heverling

Its: Area Vice President, Network

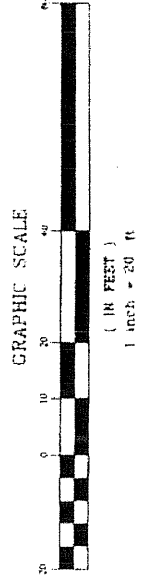
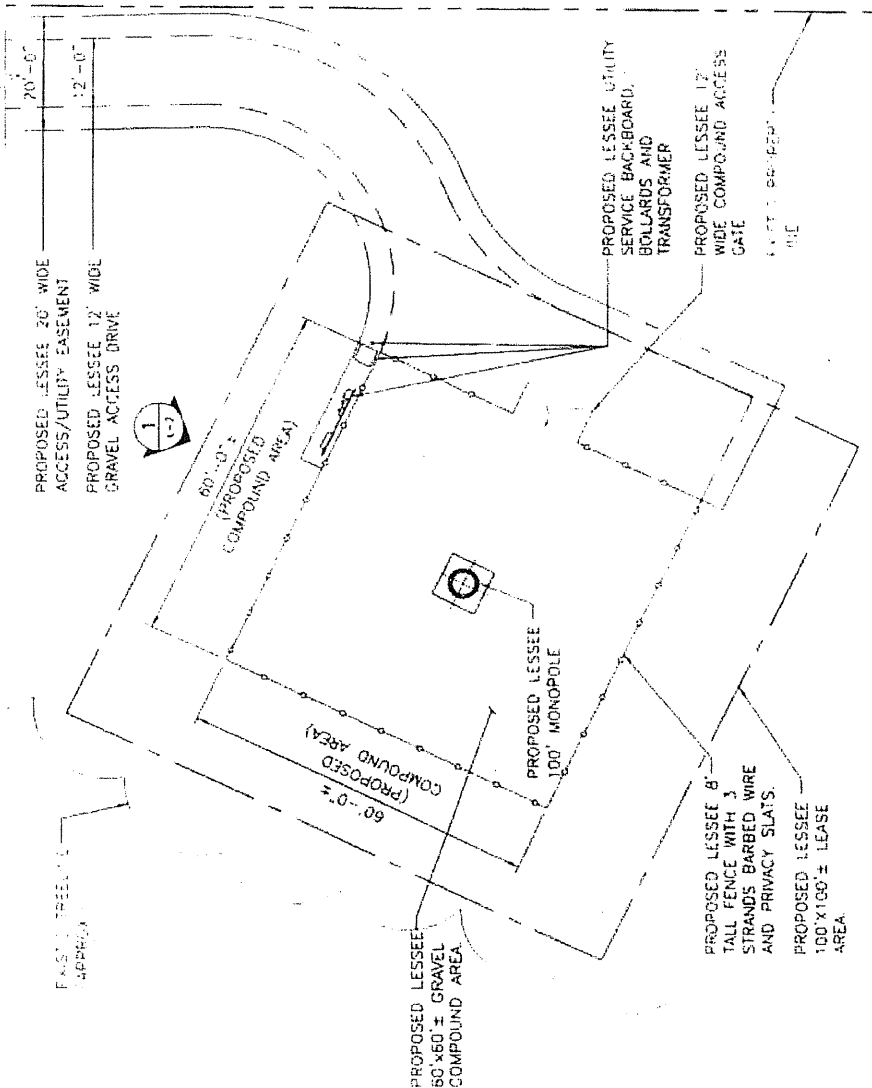
Date: 8/18/09

Exhibit "A"

(Sketch of Premises within Property)

# EXHIBIT A

UTM SITE COORDINATES: LAT 41° 58' 11" N  
 (TAKEN IN FIELD) LONG 72° 42' 40" W  
 GROUND ELEVATION 196 ± A.M.S.L.  
 (BASED ON TDPO MAP)



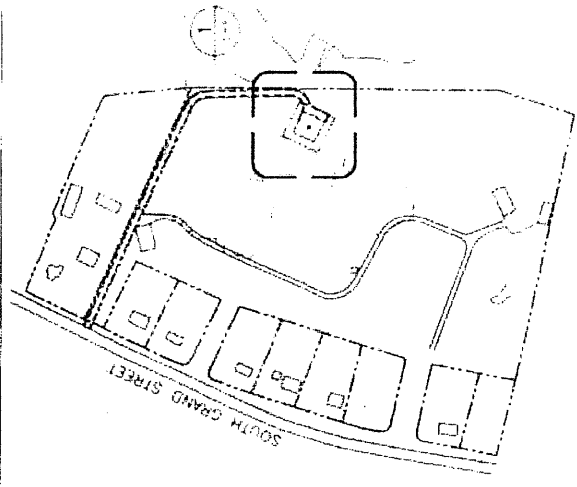
1  
 L-1  
**COMPOUND PLAN**  
 SCALE: 1" = 20'-0"

## LEASE EXHIBIT

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

## NOTES:

- 1 THE PROPOSED LESSEE ANTENNA INSTALLATION SHALL INCLUDE (3) SECTORS OF (5) ANTENNAS EACH FOR A TOTAL OF (15) ANTENNAS
- 2 LOCATION OF EXISTING UTILITY DEMARCS TO BE DETERMINED/VERIFIED BY THE LOCAL UTILITY COMPANIES.
- 3 PROPERTY LINES SHOWN HEREIN BASED ON INFORMATION FROM VERIZON WIRELESS.



1  
 L-1  
**SITE KEY PLAN**  
 SCALE: 1" = 100'

NO.	DATE	BY	DESCRIPTION



**VERIZON WIRELESS**  
 SUFFIELD SW  
 174 SOUTH GRAND STREET  
 WEST SUFFIELD, CT 06093

DATE: 07/23/18  
 DRAWN BY: J.S. BROWN  
 CHECKED BY: J.S. BROWN  
 SCALE: 1" = 100'