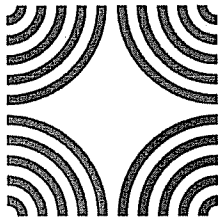


**CT STATE HISTORIC
PRESERVATION OFFICER**



Connecticut Commission on Culture & Tourism

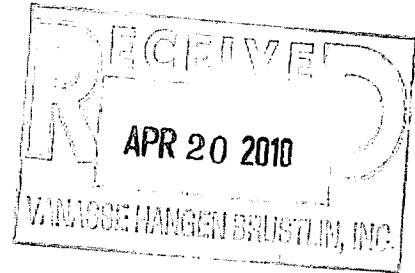
April 13, 2010

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, Two
Candidates: 422 Rockville Road and 81 James Road, Voluntown,
Connecticut.

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the above-named project. The project consists of the construction of a 163-foot tall monopole tower and associated ground facilities within a fenced-enclosed compound area. Vanasse Hangen Brustlin, Inc (VHB) is evaluating two candidate sites for the tower construction. Both the 422 Rockville Road and 81 James Road properties are currently developed as a residential property with forested areas. We have reviewed the Phase I Cultural Resources Reconnaissance Survey report prepared by Heritage Consultants, LLC summarizing the archaeological investigations of both candidate sites. SHPO finds the report thorough, well-written and consistent with the standards established in our *Environmental Review Primer for Connecticut's Archaeological Resources*.

We note that no archaeological resources were identified during the subsurface and pedestrian surveys of the candidate sites, nor were any historic or architectural resources identified within the 0.5-mile Area of Potential Effects for visual impacts. It is our opinion, therefore, that the proposed telecommunications facility will have no effect on archaeological or architectural resources listed in or eligible for listing in the National Register of Historic Places.

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

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

Sincerely,

David Bahlman
Deputy State Historic Preservation Officer

CONNECTICUT
www.cultureandtourism.org

**USFWS COMPLIANCE
DETERMINATIONS**

Transportation
Land Development
Environmental
Services



Vanasse Hangen Brustlin, Inc.

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

Memorandum

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

Date: June 24, 2010

Project No.: 41479.45

From: Dean Gustafson
Senior Environmental Scientist

Re: USFWS Compliance Determination
Voluntown Facility
422 Rockville Road
Voluntown, Connecticut

Project Site:

State: Connecticut

County: New London

Address: 422 Rockville Road, Voluntown, CT

Latitude/Longitude Coordinates: N41°33'21.931"W71°48'20.656"

Size of Property: ±9.2 acres

Watershed: Green Fall River (#1002)

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 Voluntown, Connecticut (New London County). No federally-listed endangered or threatened species are known to occur in Voluntown, 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 Voluntown, 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 disturbance¹ to Bald Eagles.

¹ "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:

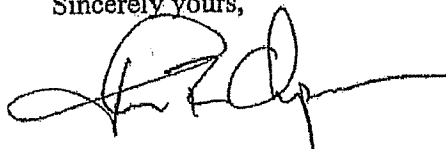
1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will 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

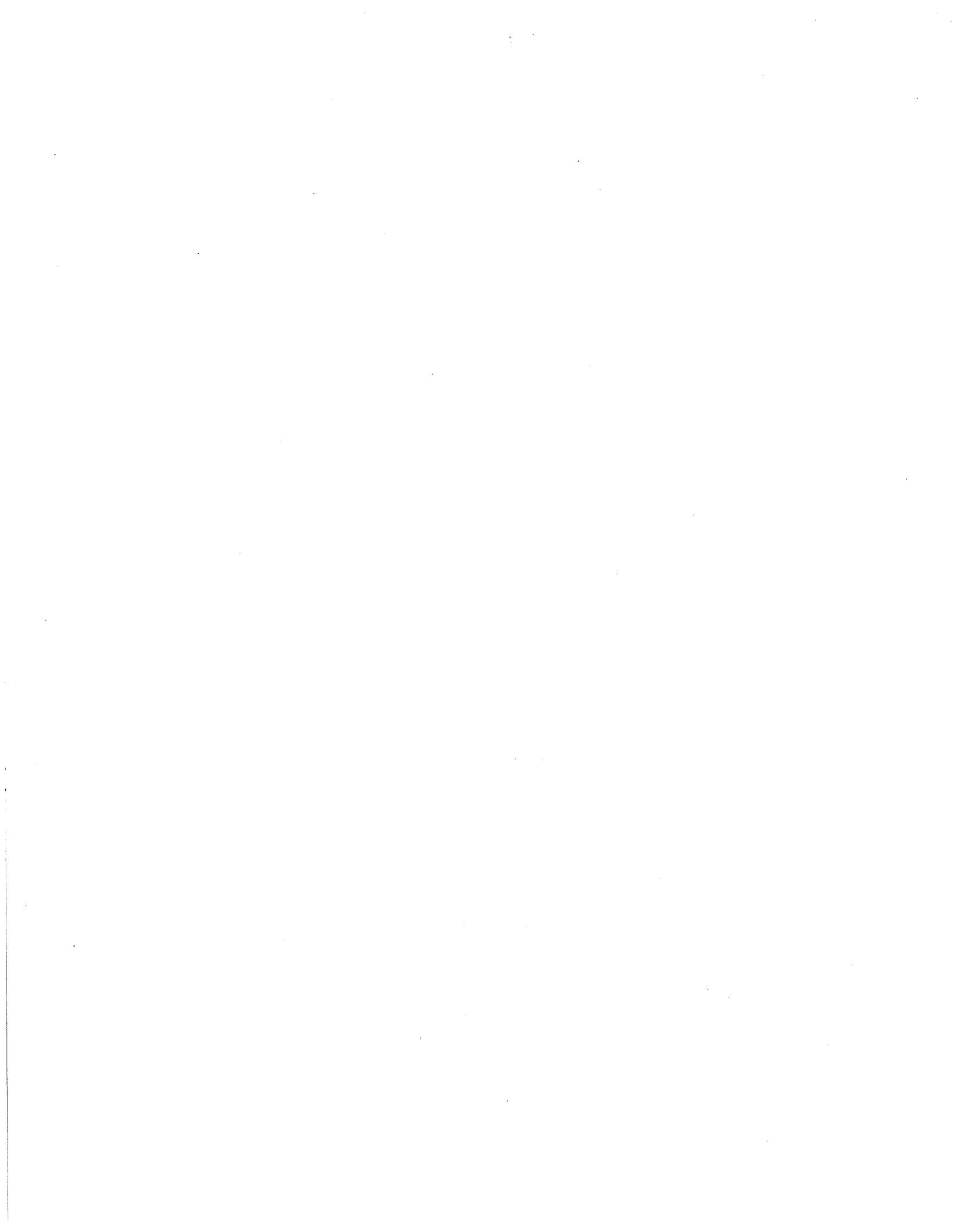
**FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES
IN CONNECTICUT**

| 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 |
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| | 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





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: June 24, 2010

Project No.: 41479.45

From: Dean Gustafson
Senior Environmental Scientist

Re: USFWS Compliance Determination
Voluntown Facility
81 James Road
Voluntown, Connecticut

Project Site:

State: Connecticut

County: New London

Address: 81 James Road, Voluntown, CT

Latitude/Longitude Coordinates: N41°34'10.662" W71°48'44.497"

Size of Property: ±10 acres

Watershed: Pachaug River No. 3600

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 Voluntown, Connecticut (New London County). No federally-listed endangered or threatened species are known to occur in Voluntown, 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 Voluntown, Connecticut are enclosed for reference.

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**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

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January 4, 2010

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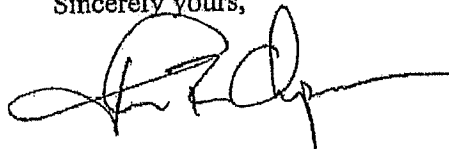
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Thank you for your cooperation, and please contact Mr. Anthony Tur at 603-223-2541 for further assistance.

Sincerely yours,



Thomas R. Chapman
Supervisor
New England Field Office



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

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Sincerely yours,

Thomas R. Chapman
Supervisor
New England Field Office

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

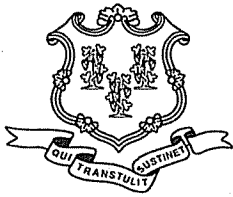
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| Tolland | None | | | |

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

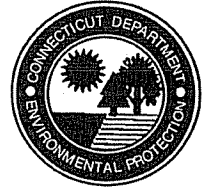
-There is no federally-designated Critical Habitat in Connecticut.

7/31/2008

CT DEP COMMENTS



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



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

January 13, 2010

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

re: Two Candidate Sites 422 Rockville Road,
81 James Road) for a Telecommunication
Facility in Voluntown, Connecticut

Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the two proposed candidate sites for a telecommunications facility in Voluntown, Connecticut. According to our information, there are records for State Special Concern *Heterodon platirhinos* (eastern hognose snake) from the vicinity of the property located at 81 James Road. I have sent your letter to Julie Victoria (DEP-Wildlife; 860-642-7239, julie.victoria@ct.gov) for further review. She will write to you directly with her comments.

There are no known extant populations of Federal or State Endangered, Threatened or Special Concern Plant Species at the site located at 422 Rockville Road. However, just south of this property there are state-listed plant species and an acidic Atlantic white cedar swamp. Please ensure that any proposed activities are designed and constructed using effective erosion and siltation control methods to ensure that the habitat is not negatively affected. If you have any questions concerning the state listed plants or significant natural community, contact our program botanist, Ms. Nancy Murray (DEP-Inland Fisheries, 860-424-3589 or nancy.murray@ct.gov).

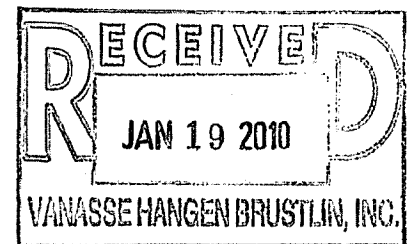
Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Environmental Protection's Geological and Natural History Survey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

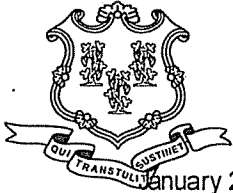
Please contact me if you have further questions at 860-424-3592. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications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

Sincerely,

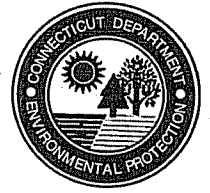

Dawn M. McKay
Biologist/Environmental Analyst

Cc: Julie Victoria, NDDB # 17336





STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



January 28, 2010

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

re: proposed telecommunication facility , 81 James Road, Voluntown

Dear Ms. Kelsey:

Your request was forwarded to me on 1/20/10 from Dawn McKay of the Department of Environmental Protection's (DEP) Natural Diversity Data Base. Their records indicate that a Species of Special Concern: Eastern hognose snake (*Heterodon platirhinos*) occurs in the vicinity of your project.

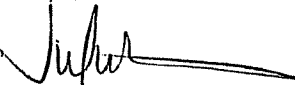
Eastern hognose snakes favor dry sandy areas with well drained gravelly soils. This species is dormant from November 1 to April 1. It has been negatively impacted by the loss of suitable habitat.

If Eastern hognose snake habitat is going to be impacted by this proposed project, the Wildlife Division recommends that a herpetologist familiar with the habitat requirements of these 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 the 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.

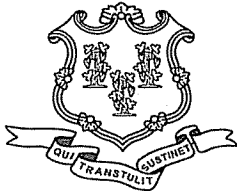
Please be advised that the Wildlife Division has not made a field inspection of the project nor have we seen detailed timetables for work to be done. Consultation with the Wildlife Division should not be substituted for site-specific surveys that may be required for environmental assessments. The time of year when this work will take place will affect these 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 the proposed project has not been initiated within 6 months of this review, contact the NDDB for an updated review. If you have any additional questions, please feel free to contact me at Julie.Victoria@ct.gov , please reference the NDDB # at the bottom of this letter when you e-mail or write. Thank you for the opportunity to comment.

Sincerely,


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

cc: NDDB - 17336



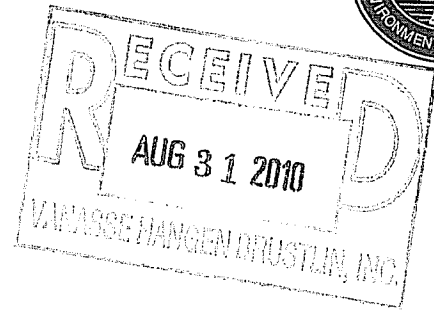


STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



August 23, 2010

Mr. Dean Gustafson
Mr. Matthew Davison
Vanasse Hangen Brustlin, Inc.
54 Tuttle Place
Middletown, CT 06457-1847



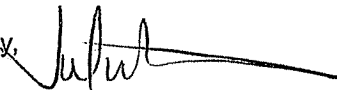
re: proposed telecommunication facility , 81 James Road, Voluntown

Dear Dean and Matthew:

Your report and additional materials were received on 8/23/10 regarding the Species of Special Concern: Eastern hognose snake (*Heterodon platirhinos*) that occurs in the vicinity of your project.

The DEP Wildlife Division concurs with all the measures outlined in the proposed Eastern hognose snake protection plan, except the requirement under 1.c. Reports. Weekly inspection reports do not have to be sent to CTDEP, instead they should be sent to VHB and included in 3.a. the summary report.

If you have any additional questions, please feel free to contact me at Julie.Victoria@ct.gov , please reference the NDDB # at the bottom of this letter when you e-mail or write. Thank you for the opportunity to comment.

Sincerely, 

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

cc: NDDB – 17336

HOGNOSE SNAKE REPORT TO DEP

**Transportation
Land Development
Environmental
Services**



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

August 20, 2010

Vanasse Hangen Brustlin, Inc.

Ref: 41479.45

Ms. Julie Victoria
Wildlife Biologist
Department of Environmental Protection
Franklin Wildlife Management Area
391 Route 32
N. Franklin, Connecticut 06254

Re: Eastern Hognose Snake Habitat Survey
Proposed Verizon Wireless Facility
NDDB - 17336
81 James Road, Voluntown, CT

Dear Ms. Victoria:

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.

VHB understands that Verizon Wireless is proposing to construct a new telecommunications facility on portions of property located at 81 James Road in Voluntown, Connecticut (referred to herein as "Site"). Site location and aerial maps are enclosed. The proposed facility will consist of a ±160-foot tall monopole tower within a 50-foot by 50-foot fenced-enclosed 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 James Road following an existing paved driveway then continue along a proposed 12' wide gravel access drive through an agricultural field before terminating in an upland hardwood forest where the proposed facility will be located. (See attached Draft Site Plan, Sheet C-1A and Sheet C-3, for details).

An eastern hognose snake (*Heterodon platirhinos*) habitat survey was performed in response to your letter of January 28, 2010 (enclosed). A summary of our inspection is provided below along with recommendations to be implemented during proposed construction activities to avoid possible impact to the Special Concern species.

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

Eastern Hognose Snake Habitat Survey

An inspection was conducted on June 7, 2010 for the purpose of documenting existing Site conditions. Eastern hognose snakes favor sandy, gravelly well-drained soils which are favored habitat of toads, their preferred food. Connecticut collection sites were often dry, ecotone areas bordering young, second growth deciduous woodland.¹

The Site is improved with a residence, agricultural field which had been previously cultivated with corn and undeveloped forest land. The proposed access/utilities route will follow an existing paved driveway for approximately 150 feet before transitioning to gravel for a short distance to the rear of the existing residence. The proposed access drive traverses a recently abandoned agricultural field that was previously cultivated in corn as evidenced by the decaying plant material. Vegetation in this area is dominated by orchardgrass (*Dactylis glomerata*) and buttercup (*Ranunculus*), which forms a dense groundcover. The proposed telecommunications compound is located within mature upland hardwood forest to the east of the agricultural field. Dominant vegetation in this area includes cinnamon fern (*Osmunda cinnamomea*), highbush blueberry (*Vaccinium corymbosum*), sweet pepperbush *Clithra alnifolia*, witch hazel (*Hamamelis virginiana*), white oak (*Quercus alba*), red oak (*Quercus rubra*), and red maple (*Acer rubrum*). Representative photographs of these areas are enclosed.

Digitally available soil survey information was obtained from the Natural Resources Conservation Service (NRCS). A soil type map and descriptions are attached for reference. Soil classifications present on the Site include moderately drained Woodbridge fine sandy loam, very stony and poorly-very drained Ridgebury, Leicester, and Whitman soils, extremely stony. These soil types were confirmed during the Site inspection conducted by Vanasse Hangen Brustlin, Inc. (VHB) Registered Soil Scientist, Matthew Davison.

The upland habitat associated with the Site, specifically the glacial till derived soil types, are not considered to be the favored habitat of eastern hognose snakes which prefer sand and gravel dominated glacial outwash derived soil types. Based on the digitally available soil survey information the closest area of glacial outwash derived soil type (Merrimac sandy loam) exists approximately 2,800 feet southeast of the Site. Despite the remote possibility that eastern hognose snakes inhabit the Site, VHB recommends the following precautions to avoid potential inadvertent impact to eastern hognose snakes during construction activities.

Eastern Hognose Snake Protection Measures

The following is a methodological plan that will avoid potential mortality to a State Special Concern species as a result of construction activities for the Site improvements proposed.



¹ Klemens, M. W. (1993). *Amphibians and Reptiles of Connecticut and Adjacent Regions*. State Geological and Natural History Survey of Connecticut, Bulletin 112.

It is of the utmost importance that the Contractor comply with the requirement for the installation of protective measures and the education of employees and subcontractors performing work on the project site.

The proposed eastern hognose snake protection program consists of several components, most notably complete and appropriate isolation of the project perimeter, periodic inspection and maintenance of isolation structures, and mandatory education of all contractors and sub-contractors prior to initiation of work on the site.

1. Isolation Measures

- a. **Schedule:** On-site work is tentatively scheduled to commence upon securing of all necessary permits during the spring of 2011 with an anticipated duration of approximately eight to ten weeks. Installation of conventional silt fencing, which will also serve as an isolation of the work zone from surrounding areas and required for erosion control compliance, will be performed prior to any earthwork. Vanasse Hangen Brustlin, Inc. will inspect the work zone area prior to barrier installation to ensure the area is free of eastern hognose snakes.
- b. **Specifications:** The fencing will consist of conventional erosion control woven fabric, installed approximately six inches below surface grade and staked at seven- to ten-foot intervals using four-foot oak stakes or approved equivalent. The fencing will be inspected for tears or breaches in the fabric following installation and at one-week intervals or after storm events of 0.5 inch or greater by Vanasse Hangen Brustlin, Inc. Inspections will be conducted throughout the course of the construction project.
- c. **Reports:** Weekly inspection reports (brief narrative and applicable photos) will be sent to CTDEP for compliance verification.
- d. **Location:** The extent of the barrier fencing will be as shown on the site plans as attached.

2. Contractor Education:

- a. Prior to work on-site, the Contractor shall attend an educational session with Vanasse Hangen Brustlin, Inc. at the Site. This orientation and educational session will consist of an introductory session with photos stressing the harmless nature of eastern hognose snakes and the absence of need to destroy animals that might be encountered.
- b. Also stressed in the education session will be means to discriminate between the species of concern and other common snake species to avoid unnecessary, "false alarms".



Ms. Julie Victoria
NDDB - 17336
August 20, 2010
Page 4

- c. Contractors will be provided with VHB cell phone and email contacts to be used immediately upon encountering an eastern hognose snake. Poster materials will be provided and posted on the job site to maintain worker awareness as the season progresses. A copy of the eastern hognose snake caution poster is enclosed.

3. Reporting


- a. Following completion of the construction project, Vanasse Hangen Brustlin, Inc. will provide a summary report to CTDEP documenting the monitoring and maintenance of the barrier fence.
- b. Any observations of the species of concern will be reported to CTDEP by Vanasse Hangen Brustlin, Inc., with photo-documentation (if possible) and with specific information on the location and disposition of the animal.


The eastern hognose snake protection measures detailed above will adequately protect this Special Concern species in the unlikely event that this species is encountered on the subject property during construction activities. Therefore, Verizon Wireless' proposed development at this property will not have an adverse affect on eastern hognose snakes.

We respectfully request a written opinion from your office regarding the potential effect of proposed activities on this State Species of Special Concern 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.


Matthew Davison
Registered Soil Scientist
CT Certified Forester 193

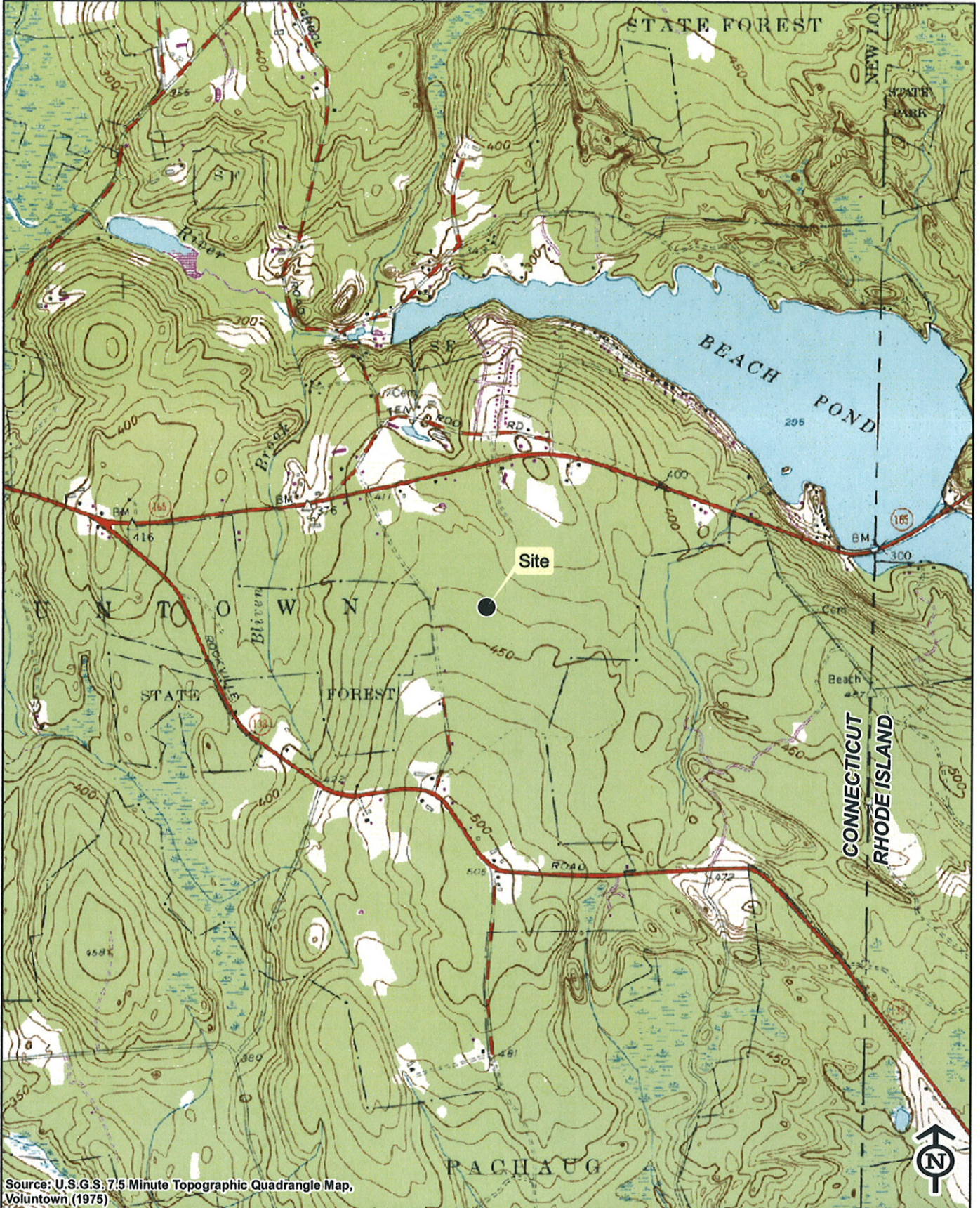

Dean Gustafson
Senior Environmental Scientist

Enclosures

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



Site Location Map and Aerial Map



Source: U.S.G.S. 7.5 Minute Topographic Quadrangle Map, Voluntown (1975)



Quadrangle Location

Vanasse Hangen Brustlin, Inc.

Site Location Map
Proposed Verizon Wireless Facility
81 James Road
Voluntown, Connecticut



Base Map Source: 2006 color aerial photograph with 1-foot resolution.



Legend

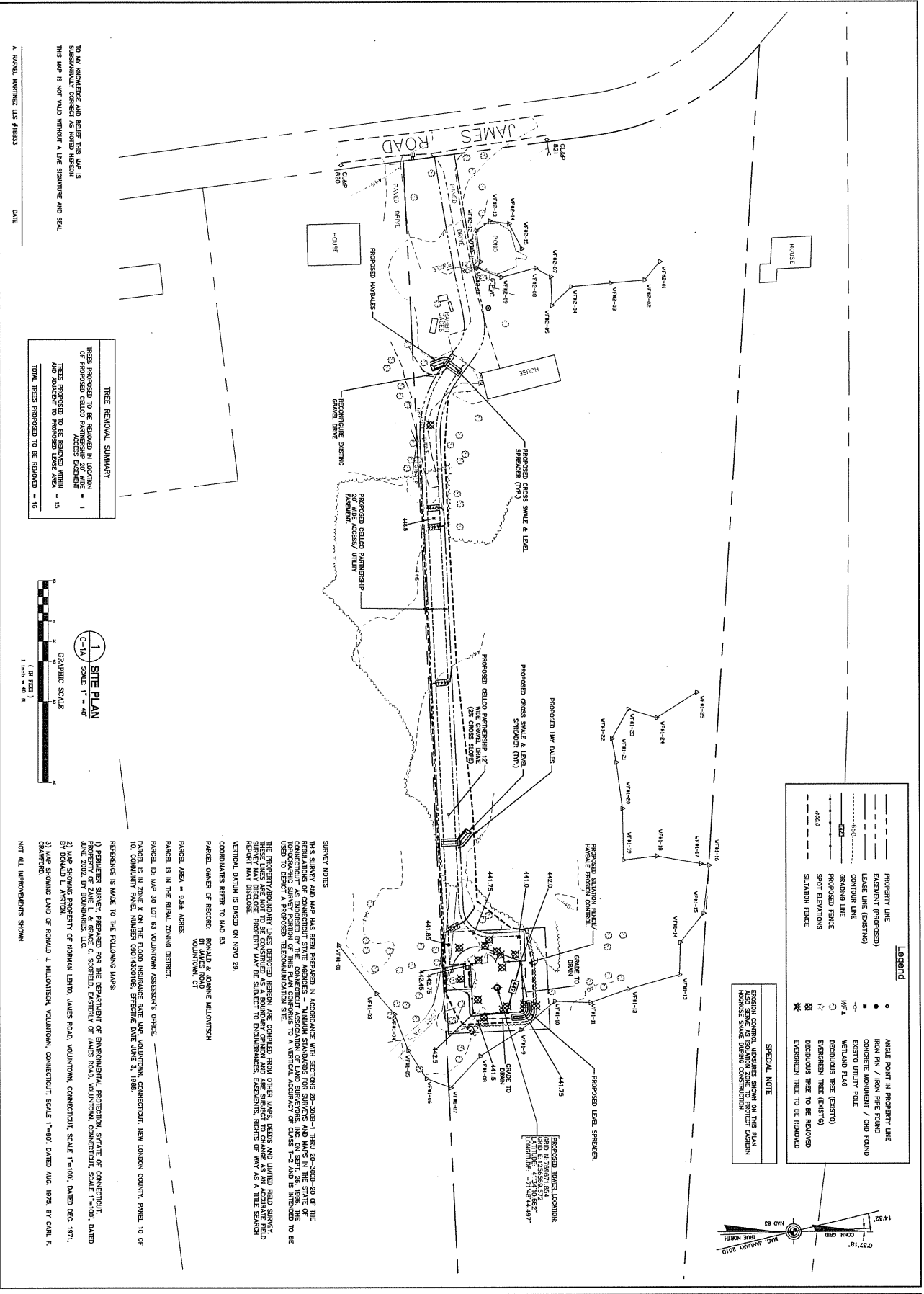
- Proposed Monopole Tower Location
- 81 James Road Property
- Assessor Parcel Boundary

Vanasse Hangen Brustlin, Inc.

Site Aerial Map
Proposed Verizon Wireless Facility
 81 James Road
 Voluntown, Connecticut



Draft Site Plans
Sheets C-1A and C-3

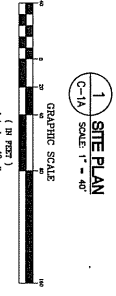


TO MY KNOWLEDGE AND BELIEF THIS MAP IS ACCURATE AND CORRECTLY REPRESENTS THE TRUE AND ACTUAL BOUNDARIES AND AREAS SHOWN THEREON. THIS MAP IS NOT VALID WITHOUT A LICENSE AND SEAL.

A. BRADY, LICENSED L.S. #19833 DATE _____

TREE REMOVAL SUMMARY

| | |
|----------------------------------------------------------------------|----|
| TREES PROPOSED TO BE REMOVED IN CONNECTION WITH THIS PROJECT | 1 |
| TREES PROPOSED TO BE REMOVED WITHIN THE ACCESS EASEMENT | 1 |
| TREES PROPOSED TO BE REMOVED WITHIN THE PROPOSED LOT ACCESS EASEMENT | 13 |
| TOTAL TREES PROPOSED TO BE REMOVED | 15 |



SURVEY NOTES

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 50-30B-1 THRU 50-30B-50 OF THE REGULATIONS OF CONSTRUCTION STATE ASSESSORS - MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF A PROFESSIONAL SURVEYOR. THE ACCURACY OF THIS PLAN CONFORMS TO A VERTICAL ACCURACY OF CLASS 1-2 AND IS INTENDED TO BE USED TO DEPICT A PROPOSED TELECOMMUNICATIONS SITE.

THE PROPERTY/BOUNDARY LINES DERIVED HEREON ARE COMPARED FROM OTHER MAPS, DEEDS AND LIMITED FIELD SURVEYS. THE PROPERTY/BOUNDARY LINES DERIVED HEREON ARE COMPARED FROM OTHER MAPS, DEEDS AND LIMITED FIELD SURVEYS. THE PROPERTY/BOUNDARY LINES DERIVED HEREON ARE COMPARED FROM OTHER MAPS, DEEDS AND LIMITED FIELD SURVEYS. THE PROPERTY/BOUNDARY LINES DERIVED HEREON ARE COMPARED FROM OTHER MAPS, DEEDS AND LIMITED FIELD SURVEYS.

VERTICAL DATUM IS BASED ON NAVD 83.

COORDINATES REFER TO NAD 83.

PARCEL OWNER OF RECORD: RONALD & JOANNE MELDOWITZ
VOLANTOWN, CT

PARCEL AREA = 933.4 ACRES.

PARCEL IS IN THE RURAL ZONING DISTRICT.

PARCEL D, MAP 30 LOT 63 VOLANTOWN ASSESSORS'S OFFICE.

PARCEL IS IN ZONE X ON THE FLOOD INSURANCE RATE MAP, VOLANTOWN, CONNECTICUT, NEW LONDON COUNTY, PARCEL 10 OF 10, COMMUNITY PANEL NUMBER 09014300108, EFFECTIVE DATE JUNE 3, 1988.

REFERENCE IS MADE TO THE FOLLOWING MAPS:

1) PRELIMINARY SURVEY PREPARED FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, STATE OF CONNECTICUT, PROPERTY OF RONALD & JOANNE MELDOWITZ, C. SOUTHWEST, EXTERNALLY OF JAMES ROAD, VOLANTOWN, CONNECTICUT, SCALE 1"=100', DATED BY DONALD L. AVARD.

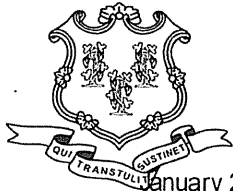
2) MAP SHOWING PROPERTY OF DONALD L. AVARD, JAMES ROAD, VOLANTOWN, CONNECTICUT, SCALE 1"=100', DATED DEC. 1971, BY DONALD L. AVARD.

3) MAP SHOWING LAND OF RONALD & JOANNE MELDOWITZ, VOLANTOWN, CONNECTICUT, SCALE 1"=40', DATED AUG. 1975, BY CARL F. CRAWFORD.

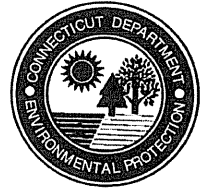
NOT ALL IMPROVEMENTS SHOWN.

| <p>C-1A</p> <p>Sheet No. 3 of 2</p> | <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>WIRELESS COMMUNICATIONS FACILITY</p> <p>VOLUNTOWN</p> <p>SITE 2</p> <p>81 JAMES ROAD</p> <p>VOLUNTOWN, CT 06384</p> | <p>CENTEK engineering</p> <p>Contracted to Solutions™</p> <p>(203) 458-0380</p> <p>(203) 458-8287 Fax</p> <p>830 North Main Road</p> <p>Warford, CT 06455</p> <p>www.CentekInc.com</p> | <p>Cellco Partnership</p> <p>d.b.a. Verizon Wireless</p> | <p>PROFESSIONAL ENGINEER SEAL</p> <p>DATE: 10/22/09</p> <p>DRAWN BY: AS</p> <p>CHECKED BY: 09/09</p> | <p>ISSUED FOR CT STRING COUNCIL</p> <p>ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------|-------------|---|----------|-----|-----|------------------------------|---|----------|-----|-----|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|----------|----------|-------------|---|----------|-----|-----|------------------------------|---|----------|-----|-----|
| | <p>DATE: 10/22/09</p> <p>DRAWN BY: AS</p> <p>CHECKED BY: 09/09</p> | <p>REVISIONS:</p> <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DRAWN BY</th> <th>CHK'D BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>B</td> <td>08/26/10</td> <td>DMD</td> <td>CFC</td> <td>ISSUED FOR CT STRING COUNCIL</td> </tr> <tr> <td>A</td> <td>08/12/10</td> <td>DMD</td> <td>CFC</td> <td>ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW</td> </tr> </table> | REV. | DATE | DRAWN BY | CHK'D BY | DESCRIPTION | B | 08/26/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL | A | 08/12/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW | <p>REVISIONS:</p> <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DRAWN BY</th> <th>CHK'D BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>B</td> <td>08/26/10</td> <td>DMD</td> <td>CFC</td> <td>ISSUED FOR CT STRING COUNCIL</td> </tr> <tr> <td>A</td> <td>08/12/10</td> <td>DMD</td> <td>CFC</td> <td>ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW</td> </tr> </table> | REV. | DATE | DRAWN BY | CHK'D BY | DESCRIPTION | B | 08/26/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL | A | 08/12/10 | DMD | CFC |
| REV. | DATE | DRAWN BY | CHK'D BY | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | 08/26/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 08/12/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REV. | DATE | DRAWN BY | CHK'D BY | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | 08/26/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | 08/12/10 | DMD | CFC | ISSUED FOR CT STRING COUNCIL - CLIENT REVIEW | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CT DEP letter dated January 28, 2010



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



January 28, 2010

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

re: proposed telecommunication facility , 81 James Road, Voluntown

Dear Ms. Kelsey:

Your request was forwarded to me on 1/20/10 from Dawn McKay of the Department of Environmental Protection's (DEP) Natural Diversity Data Base. Their records indicate that a Species of Special Concern: Eastern hognose snake (*Heterodon platirhinos*) occurs in the vicinity of your project.

Eastern hognose snakes favor dry sandy areas with well drained gravelly soils. This species is dormant from November 1 to April 1. It has been negatively impacted by the loss of suitable habitat.

If Eastern hognose snake habitat is going to be impacted by this proposed project, the Wildlife Division recommends that a herpetologist familiar with the habitat requirements of these 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.

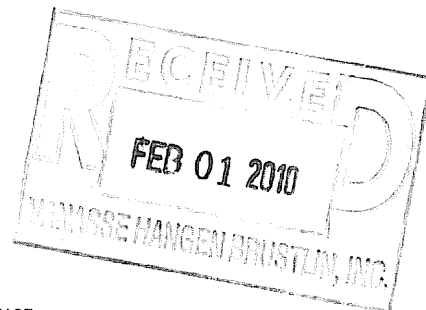
Standard protocols for the protection of wetlands should be followed and maintained during the course of the project. Additionally, all silt fencing should be removed after soils are stable so that reptile and amphibian movement between uplands and wetlands is not restricted.

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 these 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 the proposed project has not been initiated within 6 months of this review, contact the NDDDB for an updated review. If you have any additional questions, please feel free to contact me at Julie.Victoria@ct.gov , please reference the NDDDB # at the bottom of this letter when you e-mail or write. Thank you for the opportunity to comment.

Sincerely,

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

cc: NDDB – 17336



Site Photographs

Vanasse Hangen Brustlin, Inc.
PHOTO DOCUMENTATION
Proposed Verizon Wireless Facility
81 James Road, Voluntown, Connecticut
June 7, 2010



Photo 1: View of proposed access/existing paved driveway, looking east from James Road.



Photo 2: View of proposed access/existing gravel drive where it diverges from existing paved driveway, looking southeast.

Vanasse Hangen Brustlin, Inc.
PHOTO DOCUMENTATION
Proposed Verizon Wireless Facility
81 James Road, Voluntown, Connecticut
June 7, 2010



Photo 3: View of proposed access/existing gravel drive, looking east towards agricultural field.



Photo 4: View of proposed access through agricultural field.

Vanasse Hangen Brustlin, Inc.
PHOTO DOCUMENTATION
Proposed Verizon Wireless Facility
81 James Road, Voluntown, Connecticut
June 7, 2010



Photo 5: View of proposed compound area looking north.



Photo 6: View of proposed compound area looking west towards agricultural field.

Soil type map and map unit descriptions for Site







































Soil Map—State of Connecticut
(81 James Road, Voluntown)



MAP INFORMATION

Map Scale: 1:2,580 if printed on A size (8.5" x 11") sheet.
 The soil surveys that comprise your AOI were mapped at 1:12,000. Please rely on the bar scale on each map sheet for accurate map measurements.
 Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 19N NAD83
 This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.
 Soil Survey Area: State of Connecticut
 Survey Area Data: Version 7, Dec 3, 2009
 Date(s) aerial images were photographed: 8/16/2006
 The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP LEGEND

- | | |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  Area of Interest (AOI) |  Very Stony Spot |
|  Soils |  Wet Spot |
|  Special Point Features |  Other |
|  Blowout | Special Line Features |
|  Borrow Pit |  Gully |
|  Clay Spot |  Short Steep Slope |
|  Closed Depression |  Other |
|  Gravel Pit | Political Features |
|  Gravelly Spot |  Cities |
|  Landfill | Water Features |
|  Lava Flow |  Oceans |
|  Marsh or swamp |  Streams and Canals |
|  Mine or Quarry | Transportation |
|  Miscellaneous Water |  Ralls |
|  Perennial Water |  Interstate Highways |
|  Rock Outcrop |  US Routes |
|  Saline Spot |  Major Roads |
|  Sandy Spot |  Local Roads |
|  Severely Eroded Spot | |
|  Sinkhole | |
|  Slide or Slip | |
|  Sodic Spot | |
|  Spoil Area | |
|  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 | 1.9 | 12.3% |
| 46B | Woodbridge fine sandy loam, 2 to 8 percent slopes, very stony | 13.3 | 87.7% |
| Totals for Area of Interest | | 15.2 | 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: 46B—Woodbridge fine sandy loam, 2 to 8 percent slopes, very stony

Woodbridge 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 Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 2 to 8 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

Data Source Information

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

Eastern hognose snake caution poster

CAUTION

EASTERN HOGNOSE SNAKES MAY INHABIT THIS AREA



Identification: Eastern hognose snakes (*Heterodon platirhinos*) are thick bodied snakes with an upturned snout. Hognose snakes are highly variable in appearance, ranging from an alternating color pattern with light and dark blotches to a unicolored deep brown or black coloration. Hognose snakes typically range in length from 20 to 33 inches. Hognose snakes exhibit a variety of defensive behaviors when confronted, and for this reason are often confused for a venomous or dangerous snake. These behaviors include spreading the skin around its neck like a cobra, hissing, false striking and feigning death. Despite this posturing, hognose snakes are not poisonous and almost never bite.

What to do if you find a hognose snake: Eastern hognose snakes are protected by Connecticut's threatened and endangered species legislation and **cannot** be injured, killed, or retained as a pet. If you find a hognose snake, avoid interacting with it and cease any activities that could cause harm to the snake.

Who to contact: Please report any finds of eastern hognose snakes immediately to Dean Gustafson of Vanasse Hangen Brustlin, Inc. at (860) 632-1500 ext 2339.

SITE 1
WETLANDS REPORT



Vanasse Hangen Brustlin, Inc.

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

Memorandum

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

Date: August 30, 2010

Project No.: 41479.45

From: Dean Gustafson
Senior Wetland Scientist

Re: NEPA Wetland Compliance
Voluntown
422 Rockville Road
Voluntown, Connecticut

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

The Site was inspected on September 23, 2009. The property is improved with a single family residence and undeveloped woods at the rear of the property. Wetland areas located in proximity to the proposed Verizon Wireless development are located along the west property boundary and an isolated wetland area is located centrally near the southern property boundary. Based on a review of plans prepared by Centek Engineering, dated 10/21/09 (latest revised date 08/17/10), VHB understands that Verizon Wireless proposes to construct a wireless communications facility in the southwest portion of the subject property. Two forested wetland systems were identified in proximity to the proposed facility, one 88± feet to the west and the other 130± feet to the east.

Since Verizon Wireless' development will not directly impact wetlands, is distant to nearby wetland areas, is a relatively small and unmanned facility and will properly maintain appropriate erosion control measures during construction, no likely adverse impact to wetlands will result. In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, **NO significant change in surface features** (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.



WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date: December 21, 2009
Project No.: 41479.45
Prepared For: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108
Site Location: Voluntown
422 Rockville Road
Voluntown, Connecticut
Site Map: Preliminary Wetland Map, VHB
Inspection Date: September 23, 2009
Field Conditions: Weather: partly sunny, low 80's General Soil Moisture: moist
Snow Depth: 0 inches Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

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

Local Regulated Upland Review Areas: Wetlands: 75 feet Watercourses: 75 feet

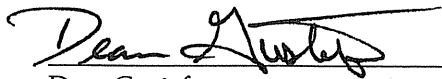
Field Numbering Sequence of Wetlands Boundary: Connecticut - WF 1-01/1-07; WF 2-01 to 2-20; WF 3-01 to 3-08

[as depicted on attached Preliminary Wetland Map]

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

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

The wetlands delineation was conducted and reviewed by:



Dean Gustafson
Professional Soil Scientist

Enclosures

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

Attachments



-
- Wetland Delineation Field Forms
 - Soil Map
 - Soil Report
 - Preliminary Wetland Map

Wetland Delineation Field Form

| | | | |
|------------------|----------------------------------------------|-----------------|-------------------------------------------|
| Project Address: | 422 Rockville Road Voluntown, Connecticut | Project Number: | 41479.45 |
| Inspection Date: | September 23, 2009 | Inspector: | Dean Gustafson, PSS Jeff Peterson, PSS |
| Wetland I.D.: | Wetland 1 | | |

| | | |
|------------------------------------------------------|-------------------------------------------------|-----------------------|
| Field Conditions: | Weather: ptly. sunny, low 80's | Snow Depth: 0 inches |
| | General Soil Moisture: moist | Frost Depth: 0 inches |
| Type of Wetland Delineation: | Connecticut <input checked="" type="checkbox"/> | |
| | ACOE <input type="checkbox"/> | |
| | Tidal <input type="checkbox"/> | |
| Field Numbering Sequence: WF 1-01/1-07 (closed loop) | | |

WETLAND HYDROLOGY:

NONTIDAL

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

TIDAL

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

WETLAND TYPE:

SYSTEM:

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

CLASS:

| | | |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|
| Emergent <input type="checkbox"/> | Scrub-shrub <input type="checkbox"/> | Forested <input checked="" type="checkbox"/> |
| Open Water <input type="checkbox"/> | Disturbed <input checked="" type="checkbox"/> | Wet Meadow <input type="checkbox"/> |
| Comments: disturbed by well pump house and associated access drive | | |

WATERCOURSE TYPE:

| | | |
|-------------------------------------------------------|---------------------------------------|--------------------------------|
| Perennial <input checked="" type="checkbox"/> | Intermittent <input type="checkbox"/> | Tidal <input type="checkbox"/> |
| Comments: Green Fall River interior to wetland system | | |

SPECIAL AQUATIC HABITAT:

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

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

| SOIL SERIES (Map Unit Symbol) | WET | UP | NRCS MAPPED | FIELD IDD/ CONFIRMED |
|--------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Timakwa and Natchaug soils (17)* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Catden and Freetown soils (18) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Hollis-Chatfield-Rock outcrop complex (75) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

DOMINANT PLANTS:

| | |
|---------------------------------------------|----------------------------------------------------|
| red maple (<i>Acer rubrum</i>) | sweetpepperbush (<i>Clethra alnifolia</i>) |
| cinnamon fern (<i>Osmunda cinnamomea</i>) | highbush blueberry (<i>Vaccinium corymbosum</i>) |
| | |
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| | |

WETLAND NARRATIVE:

Wetland 1 is a small isolated forested wetland just north of an existing private well house. It appears that historically this wetland area was connected to Wetland 2 to the south but was isolated with the construction of the well house and associated access drive to the east.

Wetland Delineation Field Form

| | | | |
|------------------|----------------------------------------------|-----------------|-------------------------------------------|
| Project Address: | 422 Rockville Road Voluntown, Connecticut | Project Number: | 41479.45 |
| Inspection Date: | September 23, 2009 | Inspector: | Dean Gustafson, PSS Jeff Peterson, PSS |
| Wetland I.D.: | Wetland 2 | | |

| | | |
|-------------------------------------------|-------------------------------------------------|-----------------------|
| Field Conditions: | Weather: ptly. sunny, low 80's | Snow Depth: 0 inches |
| | General Soil Moisture: moist | Frost Depth: 0 inches |
| Type of Wetland Delineation: | Connecticut <input checked="" type="checkbox"/> | |
| | ACOE <input type="checkbox"/> | |
| | Tidal <input type="checkbox"/> | |
| Field Numbering Sequence: WF 2-01 to 2-20 | | |

WETLAND HYDROLOGY:

NONTIDAL

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

TIDAL

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

WETLAND TYPE:

SYSTEM:

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

CLASS:

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

WATERCOURSE TYPE:

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

SPECIAL AQUATIC HABITAT:

| | | |
|-----------------------------------------------------------------------------|--------------------------------|--|
| Vernal Pool <input checked="" type="checkbox"/> | Other <input type="checkbox"/> | |
| Comments: interior of wetland system may provide amphibian breeding habitat | | |

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

| SOIL SERIES (Map Unit Symbol) | WET | UP | NRCS MAPPED | FIELD IDD/ CONFIRMED |
|--------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Timakwa and Natchaug soils (17)* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Catden and Freetown soils (18) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Hollis-Chatfield-Rock outcrop complex (75) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*wet spodosol profiles observed

DOMINANT PLANTS:

| | |
|---------------------------------------------|----------------------------------------------------|
| red maple (<i>Acer rubrum</i>) | sweetpepperbush (<i>Clethra alnifolia</i>) |
| black gum (<i>Nyssa sylvatica</i>) | blue huckleberry (<i>Gaylussacia frondosa</i>) |
| cinnamon fern (<i>Osmunda cinnamomea</i>) | highbush blueberry (<i>Vaccinium corymbosum</i>) |
| tussock sedge (<i>Carex stricta</i>) | skunk cabbage (<i>Symplocarpus foetidus</i>) |
| | |
| | |
| | |
| | |

WETLAND NARRATIVE:

Wetland 2 is a large forested wetland that forms the headwaters to Green Fall River. The delineated wetland edge is characterized by a steep slope break to the east characterized by shallow glacial till soils and exposed bedrock. The interior of this wetland system contains pockets of inundation that may provide "cryptic" vernal pool habitat.

Wetland Delineation Field Form

| | | | |
|------------------|----------------------------------------------|-----------------|-------------------------------------------|
| Project Address: | 422 Rockville Road Voluntown, Connecticut | Project Number: | 41479.45 |
| Inspection Date: | September 23, 2009 | Inspector: | Dean Gustafson, PSS Jeff Peterson, PSS |
| Wetland I.D.: | Wetland 3 | | |

| | | |
|-------------------------------------------|-------------------------------------------------|-----------------------|
| Field Conditions: | Weather: pty. sunny, low 80's | Snow Depth: 0 inches |
| | General Soil Moisture: moist | Frost Depth: 0 inches |
| Type of Wetland Delineation: | Connecticut <input checked="" type="checkbox"/> | |
| | ACOE <input type="checkbox"/> | |
| | Tidal <input type="checkbox"/> | |
| Field Numbering Sequence: WF 3-01 to 3-08 | | |

WETLAND HYDROLOGY:

NONTIDAL

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

TIDAL

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

WETLAND TYPE:

SYSTEM:

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

CLASS:

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

WATERCOURSE TYPE:

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

SPECIAL AQUATIC HABITAT:

| | | |
|----------------------------------------------------------------------------------------|--------------------------------|--|
| Vernal Pool <input checked="" type="checkbox"/> | Other <input type="checkbox"/> | |
| Comments: isolated wetland may provide hydrology to support amphibian breeding habitat | | |

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

| SOIL SERIES (Map Unit Symbol) | WET | UP | NRCS MAPPED | FIELD IDD/ CONFIRMED |
|--------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Timakwa and Natchaug soils (17)* | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Hollis-Chatfield-Rock outcrop complex (75) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*wet spodosol profiles observed

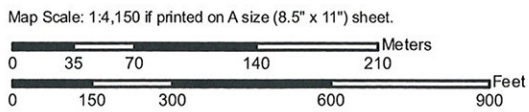
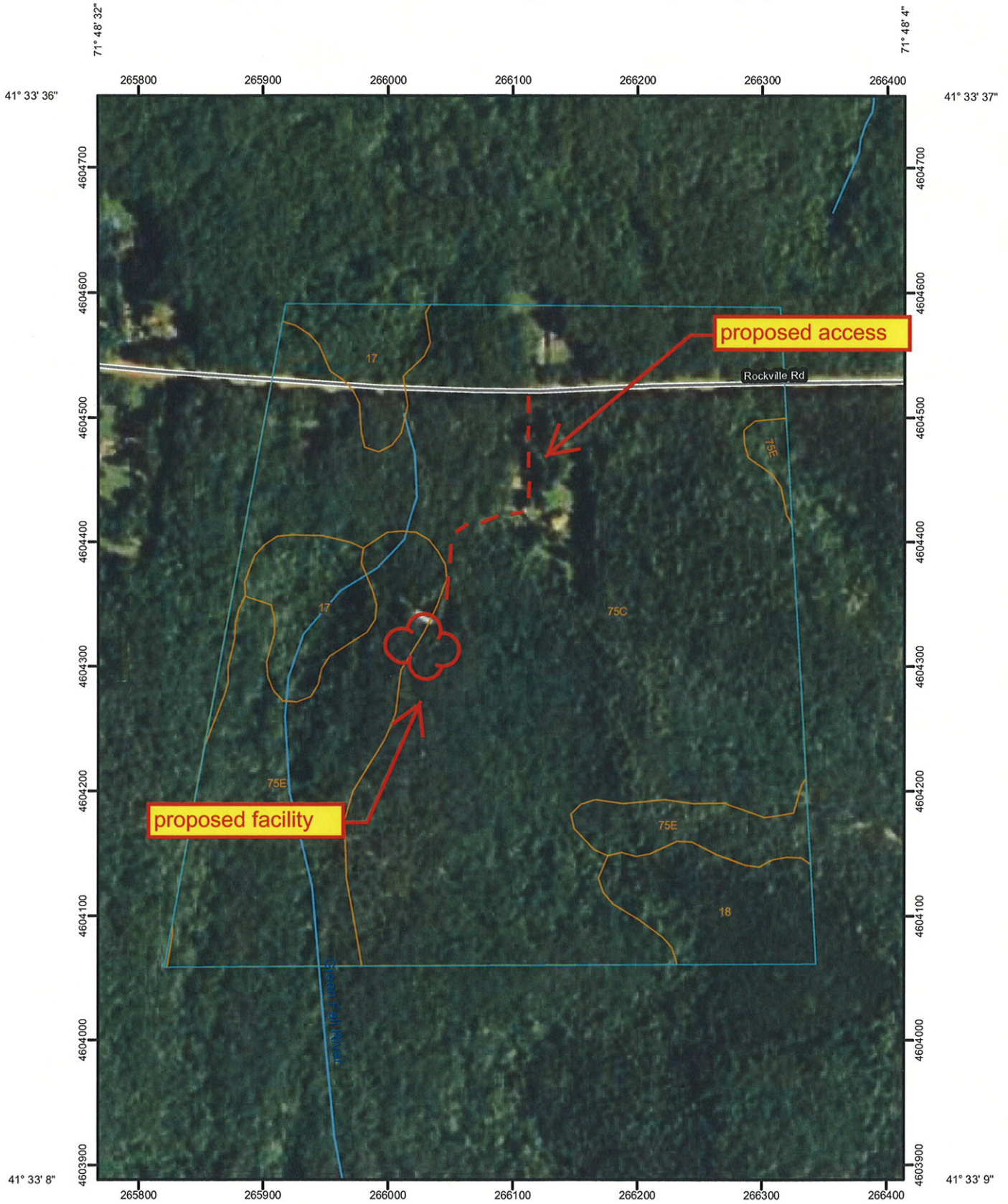
DOMINANT PLANTS:

| | |
|----------------------------------------------------|--------------------------------------------------|
| red maple (<i>Acer rubrum</i>) | sweetpepperbush (<i>Clethra alnifolia</i>) |
| highbush blueberry (<i>Vaccinium corymbosum</i>) | blue huckleberry (<i>Gaylussacia frondosa</i>) |
| sphagnum moss (<i>Sphagnum spp.</i>) | |
| | |
| | |
| | |
| | |

WETLAND NARRATIVE:

Wetland 3 is an isolated forested wetland. Scattered depressional pockets contained within the interior of the wetland system may contain hydrology and hydroperiod required to support amphibian breeding habitat. Saturated soils were observed during the field inspection with no inundation noted.

Soil Map—State of Connecticut
(Proposed Verizon Wireless Volutown Facility, 422 Rockville Road, Volutown, CT)



MAP INFORMATION

Map Scale: 1:4,150 if printed on A size (8.5" x 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000. Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 19N NAD83


























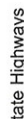













This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

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

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

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

MAP LEGEND

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

Map Unit Legend

| State of Connecticut (CT600) | | | |
|------------------------------------|----------------------------------------------------------------|--------------|----------------|
| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| 17 | Timakwa and Natchaug soils | 4.1 | 6.8% |
| 18 | Catden and Freetown soils | 3.2 | 5.3% |
| 75C | Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes | 40.9 | 68.1% |
| 75E | Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes | 11.9 | 19.8% |
| Totals for Area of Interest | | 60.1 | 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: 17—Timakwa and Natchaug soils

Timakwa And Natchaug Soils This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 40 to 50 inches (1016 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 45 percent Timakwa soils, 40 percent Natchaug soils. 15 percent minor components.

Timakwa soils This component occurs on depression landforms. The parent material consists of woody organic material over sandy and gravelly glaciofluvial deposits. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 16.2 inches (very high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 3.9 LEP (moderate). The flooding frequency for this component is rare. The ponding hazard is frequent. The minimum depth to a seasonal water table, when present, is about 4 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 5w Typical Profile: 0 to 10 inches; muck 10 to 21 inches; muck 21 to 24 inches; muck 24 to 37 inches; muck 37 to 47 inches; very gravelly loamy coarse sand 47 to 60 inches; gravelly loamy very fine sand

Natchaug soils This component occurs on depression landforms. The parent material consists of woody organic material over loamy alluvium, loamy glaciofluvial deposits, or loamy till. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 0.20 in/hr (moderately slow), with about 15.6 inches (very high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 3.9 LEP (moderate). The flooding frequency for this component is rare. The ponding hazard is frequent. 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 5w Typical Profile: 0 to 2 inches; peat 2 to 4 inches; peat 4 to 6 inches; muck 6 to 11 inches; muck 11 to 18 inches; muck 18 to 24 inches; muck 24 to 33 inches; fine sandy loam 33 to 36 inches; fine sandy loam 36 to 80 inches; loam

Map Unit: 18—Catden and Freetown soils

Catden And Freetown Soils This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 32 to 47 inches (813 to 1194 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 40 percent Catden soils, 40 percent Freetown soils. 20 percent minor components.

Catden soils This component occurs on depression landforms. The parent material consists of woody and herbaceous organic material. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The available water capacity is about 24.4 inches (very high). The weighted average shrink-swell potential in 10 to 60 inches is about 10.0 LEP (very high). The flooding frequency for this component is rare. The ponding hazard is frequent. 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 5w Typical Profile: 0 to 2 inches; muck 2 to 18 inches; muck 18 to 47 inches; muck 47 to 49 inches; muck 49 to 61 inches; muck

Freetown soils This component occurs on depression landforms. The parent material consists of woody and herbaceous organic material. The slope ranges from 0 to 2 percent and the runoff class is negligible. The depth to a restrictive feature is greater than 60 inches. The drainage class is very poorly drained. The available water capacity is about 33.1 inches (very high). The weighted average shrink-swell potential in 10 to 60 inches is about 10.0 LEP (very high). The flooding frequency for this component is rare. The ponding hazard is frequent. 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 5w Typical Profile: 0 to 4 inches; peat 4 to 10 inches; peat 10 to 22 inches; muck 22 to 35 inches; muck 35 to 41 inches; muck 41 to 55 inches; muck 55 to 71 inches; muck 71 to 91 inches; muck

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

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

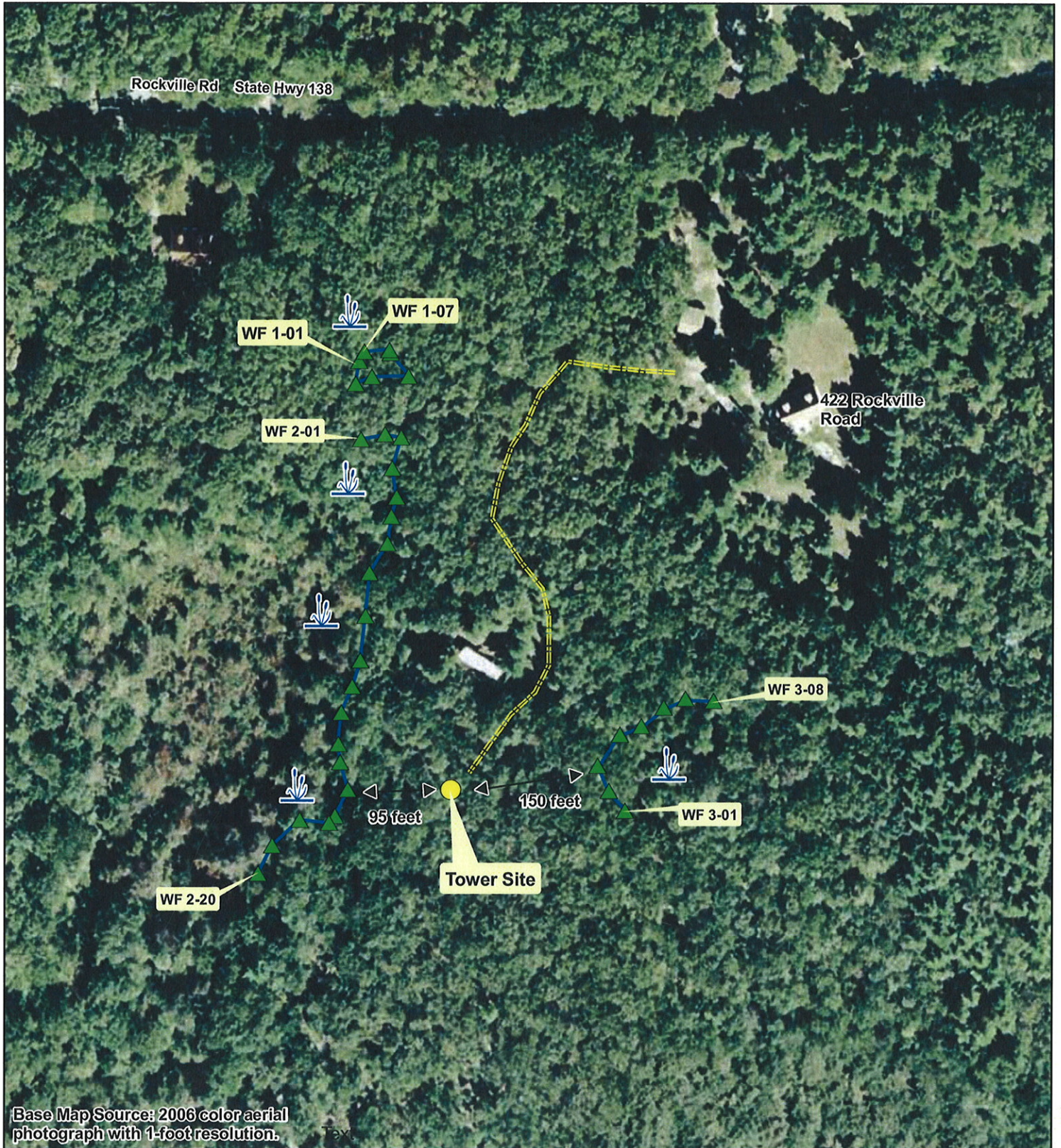
Map Unit: 75E—Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes

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

Data Source Information

Soil Survey Area: State of Connecticut

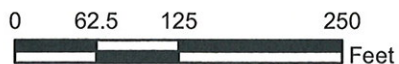
Survey Area Data: Version 7, Dec 3, 2009



Base Map Source: 2006 color aerial photograph with 1-foot resolution.

Legend

-  Tower Site
-  Wetland Flag
-  Wetland Boundary
-  Existing Gravel Access Road
-  Wetland Area



Vanasse Hangen Brustlin, Inc.

**Preliminary Wetland Map
Proposed Verizon Wireless Facility
422 Rockville Road
Voluntown, Connecticut**



SITE 2
WETLANDS REPORT



Vanasse Hangen Brustlin, Inc.

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

Memorandum

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

Date: August 30, 2010

Project No.: 41479.45

From: Dean Gustafson
Senior Wetland Scientist

Re: NEPA Wetland Compliance
Voluntown
81 James Road
Voluntown, Connecticut

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

The Site was inspected on September 23, 2009. The property is improved with single family residence with a cultivated field and undeveloped woods at the rear of the property. A forested wetland system occupies the central portion of the subject property and along the north property boundary, located primarily east and north of the cultivated field. The interior of the wetland system has seasonal intermittent flows to the north/northeast. A second wetland area located along the property's frontage along James Road is comprised of a man-made pond just north of the residence's driveway that flows to the north into the main forested wetland system along the property's north boundary. Based on a review of plans prepared by Centek Engineering, dated 10/22/09 (latest revised date 05/12/10), VHB understands that Verizon Wireless proposes to construct a wireless communications facility in the central portion of the subject property just east of the cultivated field. A forested wetland system was identified approximately 12 feet northeast of the proposed facility's northeast corner.

Despite the close proximity to on-site wetlands, there is adequate space for the Verizon Wireless Facility to be designed in this location of the subject property. The selected location provides a balance of various environmental considerations including avoiding direct wetland impacts and buffering to nearby sensitive visual receptors along James Road. Indirect short term wetland impacts, including temporary construction disturbances, will be mitigated through the diligent installation and monitoring of appropriate erosion and sedimentation controls. Indirect long term wetland impacts resulting from placement of the facility in proximity to nearby wetland resources are considered minor due to the existing disturbance to the nearby wetland and upland areas as a result of cyclical activities associated with the nearby cultivated field, the presence/use of an existing dirt path wetland crossing, and the small size and unmanned nature of the proposed facility. However, any potential long term impacts can be mitigated by planting appropriate native plants.

VHB recommends that any exposed soils surrounding the proposed facility be permanently stabilized by loam and seeding with a New England Conservation/Wildlife seed mix (New England Wetland Plants, Inc., or approved equivalent). The New England Conservation/Wildlife seed mix provides a permanent cover of native grasses, forbs, wildflowers, legumes and grasses to provide both good erosion control and wildlife habitat value. VHB also recommends the planting of native shrubs along the north and east sides of the proposed facility to enhance the wildlife habitat quality of the wetland buffer. By incorporating these mitigation measures, the proposed Verizon Wireless telecommunications facility will not result in a likely adverse impact to nearby wetland resources due to the existing nearby disturbances, the small area of 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.



WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date: December 21, 2009
Project No.: 41479.45
Prepared For: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108
Site Location: Voluntown
81 James Road
Voluntown, Connecticut
Site Map: Preliminary Wetland Map, VHB
Inspection Date: September 23, 2009
Field Conditions: Weather: partly sunny, low 80's General Soil Moisture: moist
Snow Depth: 0 inches Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

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

Local Regulated Upland Review Areas: Wetlands: 75 feet Watercourses: 75 feet

Field Numbering Sequence of Wetlands Boundary: Connecticut - WF 1-01 to 1-25; WF 2-01 to 2-15
and 2-100 to 2-103

[as depicted on attached Preliminary Wetland Map]

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

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

The wetlands delineation was conducted and reviewed by:

Dean Gustafson
Professional Soil Scientist

Enclosures

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

Attachments

-
- Wetland Delineation Field Forms
 - Soil Map
 - Soil Report
 - Preliminary Wetland Map

Wetland Delineation Field Form

| | | | |
|------------------|-----------------------------------------|-----------------|-------------------------------------------|
| Project Address: | 81 James Road Voluntown, Connecticut | Project Number: | 41479.45 |
| Inspection Date: | September 23, 2009 | Inspector: | Dean Gustafson, PSS Jeff Peterson, PSS |
| Wetland I.D.: | Wetland 1 | | |

| | | |
|-------------------------------------------|-------------------------------------------------|-----------------------|
| Field Conditions: | Weather: ptly. sunny, low 80's | Snow Depth: 0 inches |
| | General Soil Moisture: moist | Frost Depth: 0 inches |
| Type of Wetland Delineation: | Connecticut <input checked="" type="checkbox"/> | |
| | ACOE <input type="checkbox"/> | |
| | Tidal <input type="checkbox"/> | |
| Field Numbering Sequence: WF 1-01 to 1-25 | | |

WETLAND HYDROLOGY:

NONTIDAL

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

TIDAL

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

WETLAND TYPE:

SYSTEM:

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

CLASS:

| | | |
|--------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|
| Emergent <input type="checkbox"/> | Scrub-shrub <input type="checkbox"/> | Forested <input checked="" type="checkbox"/> |
| Open Water <input type="checkbox"/> | Disturbed <input checked="" type="checkbox"/> | Wet Meadow <input type="checkbox"/> |
| Comments: some minor disturbance observed along north side of cultivated field | | |

WATERCOURSE TYPE:

| | | |
|------------------------------------|--------------------------------------------------|--------------------------------|
| Perennial <input type="checkbox"/> | Intermittent <input checked="" type="checkbox"/> | Tidal <input type="checkbox"/> |
| Comments: | | |

SPECIAL AQUATIC HABITAT:

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

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

| SOIL SERIES (Map Unit Symbol) | WET | UP | NRCS MAPPED | FIELD IDD/ CONFIRMED |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Timakwa and Natchaug soils (17) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Woodbridge fine sandy loam (46) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DOMINANT PLANTS:

| | |
|------------------------------------------------|----------------------------------------------------|
| red maple (<i>Acer rubrum</i>) | sweetpepperbush (<i>Clethra alnifolia</i>) |
| cinnamon fern (<i>Osmunda cinnamomea</i>) | highbush blueberry (<i>Vaccinium corymbosum</i>) |
| skunk cabbage (<i>Symplocarpus foetidus</i>) | sensitive fern (<i>Onoclea sensibilis</i>) |
| | |
| | |
| | |
| | |

WETLAND NARRATIVE:

Wetland 1 is a forested wetland located east and north of a cultivated field. The interior of the wetland system has seasonal intermittent flows to the north/northeast. Flows from Wetland 2, located further west on the subject property, eventually merge with Wetland 1.

Wetland Delineation Field Form

| | | | |
|------------------|-----------------------------------------|-----------------|-------------------------------------------|
| Project Address: | 81 James Road Voluntown, Connecticut | Project Number: | 41479.45 |
| Inspection Date: | September 23, 2009 | Inspector: | Dean Gustafson, PSS Jeff Peterson, PSS |
| Wetland I.D.: | Wetland 2 | | |

| | | |
|--------------------------------------------------------------|-------------------------------------------------|-----------------------|
| Field Conditions: | Weather: ptly. sunny, low 80's | Snow Depth: 0 inches |
| | General Soil Moisture: moist | Frost Depth: 0 inches |
| Type of Wetland Delineation: | Connecticut <input checked="" type="checkbox"/> | |
| | ACOE <input type="checkbox"/> | |
| | Tidal <input type="checkbox"/> | |
| Field Numbering Sequence: WF 2-01 to 2-15 and 2-100 to 2-103 | | |

WETLAND HYDROLOGY:

NONTIDAL

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

TIDAL

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

WETLAND TYPE:

SYSTEM:

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

CLASS:

| | | |
|---------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|
| Emergent <input type="checkbox"/> | Scrub-shrub <input type="checkbox"/> | Forested <input checked="" type="checkbox"/> |
| Open Water <input checked="" type="checkbox"/> | Disturbed <input checked="" type="checkbox"/> | Wet Meadow <input type="checkbox"/> |
| Comments: a man-made pond is located just north of the driveway serving the residence | | |

WATERCOURSE TYPE:

| | | |
|-------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------|
| Perennial <input type="checkbox"/> | Intermittent <input checked="" type="checkbox"/> | Tidal <input type="checkbox"/> |
| Comments: WF 2-100 to 2-103 represent a dug inlet channel to the pond feature | | |

SPECIAL AQUATIC HABITAT:

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

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

| SOIL SERIES (Map Unit Symbol) | WET | UP | NRCS MAPPED | FIELD IDD/ CONFIRMED |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Timakwa and Natchaug soils (17) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Woodbridge fine sandy loam (46) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

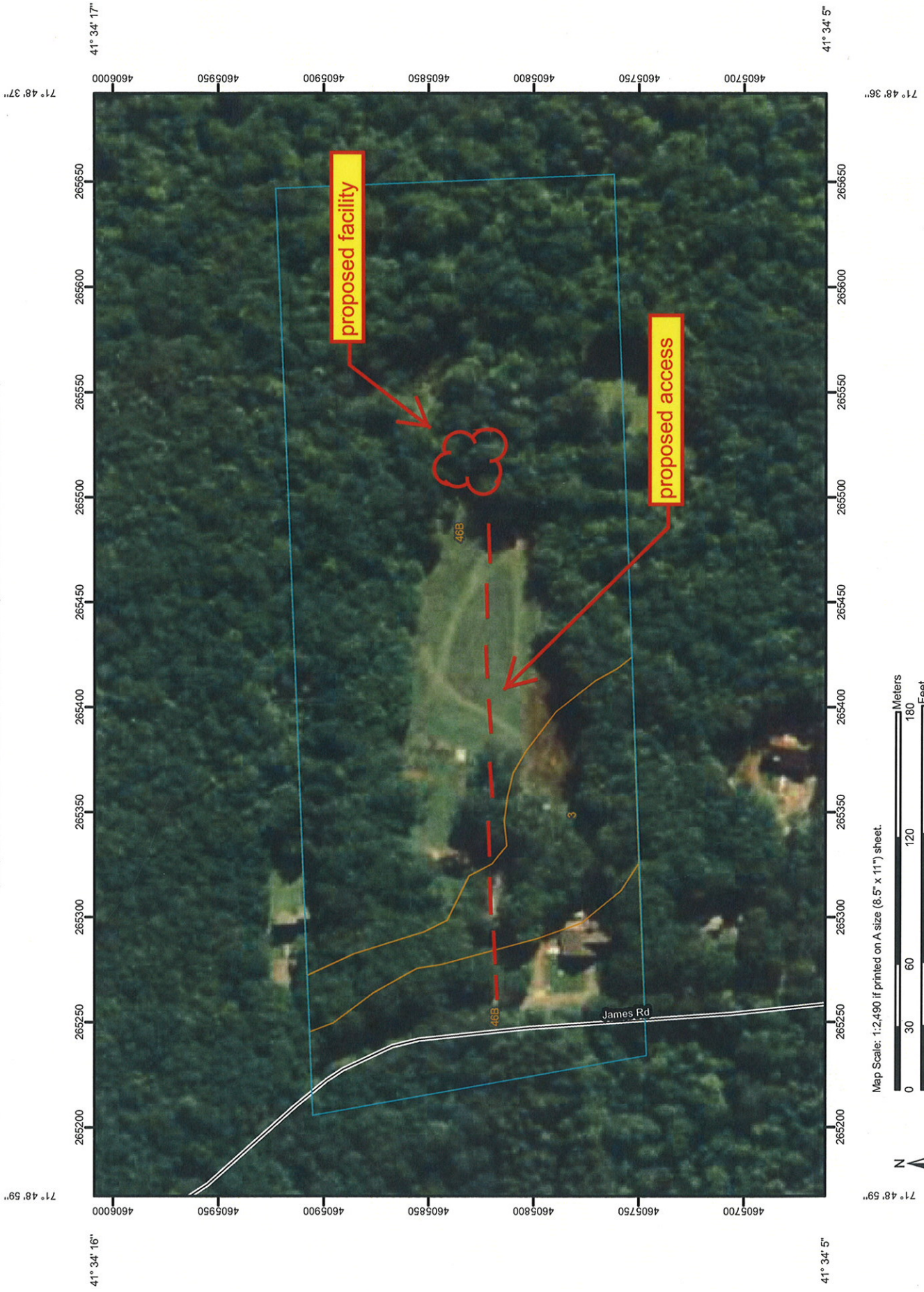
DOMINANT PLANTS:

| | |
|------------------------------------------------|----------------------------------------------------|
| red maple (<i>Acer rubrum</i>) | sweetpepperbush (<i>Clethra alnifolia</i>) |
| cinnamon fern (<i>Osmunda cinnamomea</i>) | highbush blueberry (<i>Vaccinium corymbosum</i>) |
| skunk cabbage (<i>Symplocarpus foetidus</i>) | sensitive fern (<i>Onoclea sensibilis</i>) |
| phragmites (<i>Phragmites australis</i>) | rice cutgrass (<i>Leersia oryzoides</i>) |
| jewelweed (<i>Impatiens capensis</i>) | |
| | |
| | |








































WETLAND NARRATIVE:

Wetland 2 is comprised of a forested wetland system, a man-made pond located just north of the driveway serving the property's residence and a dug inlet channel to the pond. The pond was observed to contain warm water finfish (e.g., bluegill, pumpkinseed) and bullfrogs. During peak hydroperiods, it appears the pond overflows to the north into the adjoining forested wetland system, eventually flowing to the northeast into Wetland 1.

Soil Map—State of Connecticut
(Proposed Verizon Wireless Voluntown Facility, 81 James Road, Voluntown, CT)



MAP LEGEND

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

MAP INFORMATION

Map Scale: 1:2,490 if printed on A size (8.5" x 11") sheet.
 The soil surveys that comprise your AOI were mapped at 1:12,000.
 Please rely on the bar scale on each map sheet for accurate map measurements.
 Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 19N NAD83
 This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.
 Soil Survey Area: State of Connecticut
 Survey Area Data: Version 7, Dec 3, 2009
 Date(s) aerial images were photographed: 8/16/2006

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

Map Unit Legend

| State of Connecticut (CT600) | | | |
|------------------------------------|------------------------------------------------------------------|--------------|----------------|
| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| 3 | Ridgebury, Leicester, and Whitman soils, extremely stony | 2.2 | 12.7% |
| 46B | Woodbridge fine sandy loam, 2 to 8 percent slopes, very stony | 14.9 | 87.3% |
| Totals for Area of Interest | | 17.0 | 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: 46B—Woodbridge fine sandy loam, 2 to 8 percent slopes, very stony

Woodbridge 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 Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 2 to 8 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

Data Source Information

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



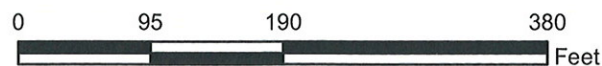
Base Map Source: 2006 color aerial photograph with 1-foot resolution.

Legend

-  Tower Site
-  Wetland Flag
-  Wetland Boundary
-  Wetland Area

Vanasse Hangen Brustlin, Inc.

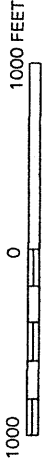
**Preliminary Wetland Map
Proposed Verizon Wireless Facility
81 James Road
Voluntown, Connecticut**



SITE 1
FLOOD INSURANCE RATE MAP



APPROXIMATE SCALE

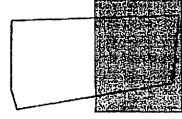


NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

TOWN OF
VOLUNTOWN,
CONNECTICUT
NEW LONDON COUNTY

PANEL 10 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)



PANEL LOCATION

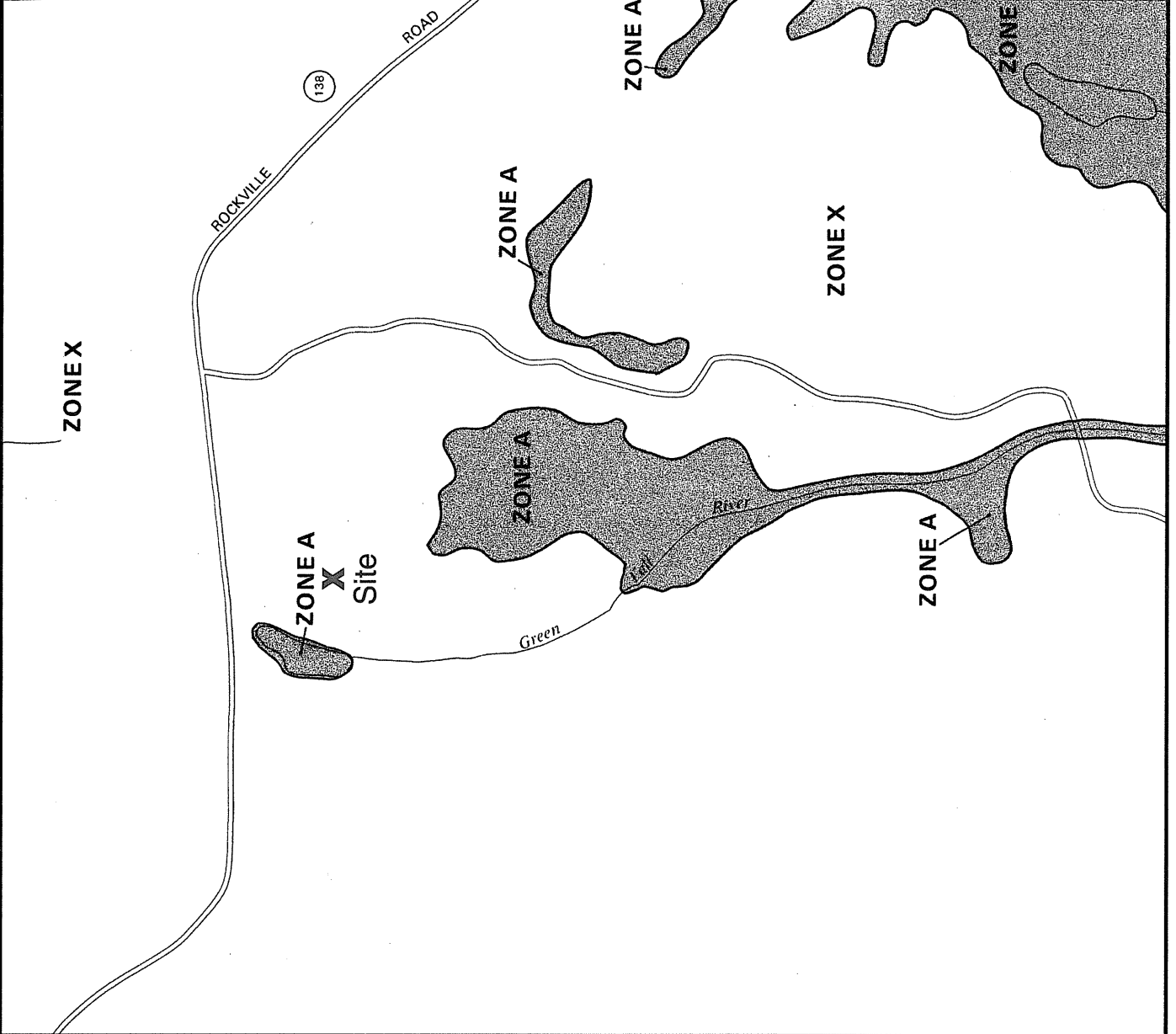
COMMUNITY-PANEL NUMBER
090143 0010 B

EFFECTIVE DATE:
JUNE 3, 1988

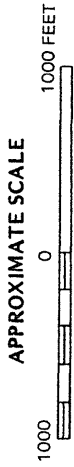


Federal Emergency Management Agency

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



SITE 2
FLOOD INSURANCE RATE MAP



G

F

ZONE X

X
Site

Bliven

Brook

ROAD

ZONE A

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
VOLUNTOWN,
CONNECTICUT
NEW LONDON COUNTY

PANEL 10 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)



PANEL LOCATION

COMMUNITY-PANEL NUMBER
090143 0010 B

EFFECTIVE DATE:
JUNE 3, 1988



Federal Emergency Management Agency

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

SITE 1

VOLUNTOWNROCK.SRP

* Federal Airways & Airspace *
* Summary Report *

Airspace Specialist: Clyde Pittman

File: VOLUNTOWNROCK

Location: Jewett City, CT
Distance: 9.7 Statute Miles
Direction: 290° (true bearing)

Latitude: 41°-33'-21.93" Longitude: 71°-48'-20.66"

SITE ELEVATION AMSL.....487 ft.
STRUCTURE HEIGHT.....165 ft.
OVERALL HEIGHT AMSL.....652 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 08R
- FAR 77.13(a)(4): NNR FAR 77.13(a)(4) Notice Criteria for WST
- 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: 08R: RICHMOND

- Type: A RD: 55183.01 RE: 130.4
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): Does Not Apply.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: WST: WESTERLY STATE

- Type: A RD: 73681.43 RE: 56.9
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Greater Than 6 NM.
- 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)

VOLUNTOWNROCK.SRP

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 900 ft AMSL

PRIVATE LANDING FACILITIES

| FACIL IDENT TYP NAME | BEARING TO FACIL | RANGE IN NM | DELTA ARP FAA ELEVATION IFR |
|------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|--------------------------------|
| CT32 AIR GALLUP FARM Possible Impact to Private Landing Facility. Possible Exceeds 200 ft Near Airport Surface height limit. | 226.01 | 1.8 | +212 |

AIR NAVIGATION ELECTRONIC FACILITIES

No Electronic Facilities 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: WCNX @ 6214 meters.

Airspace® Summary Version 2010.3

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05-26-2010
09:55:12

SITE 2

VOLUNTOWNJAMES.SRP

* Federal Airways & Airspace *
* Summary Report *

Airspace Specialist: Clyde Pittman

File: VOLUNTOWNJAMES

Location: Jewett City, CT
Distance: 9.1 Statute Miles
Direction: 285° (true bearing)

Latitude: 41°-34'-10.66" Longitude: 71°-48'-44.49"

SITE ELEVATION AMSL.....441 ft.
STRUCTURE HEIGHT.....165 ft.
OVERALL HEIGHT AMSL.....606 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 08R
- FAR 77.13(a)(4): NNR (No Expected TERPS® impact WST)
- 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: 08R: RICHMOND

- Type: A RD: 59076.59 RE: 130.4.
- FAR 77.23(a)(1): DNE
 - FAR 77.23(a)(2): Does Not Apply.
 - VFR Horizontal Surface: DNE
 - VFR Conical Surface: DNE
 - VFR Approach Slope: DNE
 - VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: WST: WESTERLY STATE

- Type: A RD: 78622.83 RE: 56.9
- FAR 77.23(a)(1): DNE
 - FAR 77.23(a)(2): DNE - Greater Than 6 NM.
 - 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)

VOLUNTOWNJAMES.SRP

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 900 ft AMSL

PRIVATE LANDING FACILITIES

| FACIL IDENT TYP NAME | BEARING To FACIL | RANGE IN NM | DELTA ARP ELEVATION | FAA IFR |
|----------------------------------------------------------------------------------------------------------|---------------------|----------------|------------------------|------------|
| CT32 AIR GALLUP FARM No Impact to Private Landing Facility. DNE 200 ft AGL within 3 NM of Airport. | 205.77 | 2.29 | +166 | |
| CT43 AIR SPRUCE No Impact to Near Airport Surface. Below surface height of 454 ft above ARP. | 285.09 | 5.54 | +406 | |

AIR NAVIGATION ELECTRONIC FACILITIES
No Electronic Facilities 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: WCNX @ 7530 meters.

Airspace® Summary Version 2010.3

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05-26-2010
09:53:30

OPTION AND LAND LEASE AGREEMENT

This Agreement made this 12th day of March, ~~2009~~²⁰¹⁰, between Cheryl A. Marcinko, with a mailing address of 422 Rockville Road, Voluntown, Connecticut 06384, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices 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".

LESSOR is the owner of that certain real property located at 422 Rockville Road, Voluntown, Connecticut, as shown on the Tax Map of the Town of Voluntown as Map 25, Block 34, Lot 422 and being further described in Deed Book 94 at Page 458 as recorded in the Office of the Voluntown Town Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, 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, Rockville 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.

NOW THEREFORE, in consideration of the sum of :

to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for two additional periods of twelve (12) months each, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period or any additional twelve month option period, as the case may be. If the option is extended, LESSEE shall make an additional payment of : to LESSOR within thirty (30) days of such additional option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is

12/07/09

exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option 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; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. 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.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

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

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Agreement, made this day of , 2009 between Cheryl A. Marcinko, with a mailing address of 422 Rockville Road, Voluntown, Connecticut 06384 hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal

12/07/09

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 422 Rockville Road, Voluntown, Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Rockville 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 Voluntown as Map 25, Block 34, Lot 422 and being further described in Deed Book 94 at Page 458 as recorded in the Office of the Voluntown Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$_____ to be paid in equal monthly installments on the first day of the month, in advance to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. 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 Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

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.

12/07/09

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) or transferee(s) 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) or transferee(s) 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) or transferee(s) 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. ANNUAL INCREASE. On the anniversary of the Commencement Date, and for each year thereafter during the Term, the rent shall increase by _____ over the immediately prior year's rent.

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 such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

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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

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permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. 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.

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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

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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 equal to 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) 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

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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. 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/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. Upon notice to LESSOR, LESSEE may sublet the Premises within its sole discretion, upon terms and conditions within its sole discretion. Said notice shall indicate the rental amount payable by Sublessee to LESSEE and the date of commencement of the rental amounts. 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 non-affiliated or non-related third party use of the Property for co-location, whether it be by sublease, license or other agreement. For the purposes of this Agreement an affiliated party and/or related party shall include any and all entities in which the LESSEE, its principals, affiliates, subsidiaries of its principal holds or otherwise has an ownership interest in same.

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In the event LESSEE Subleases any portion of the Property, in accordance with this Agreement, any rental, if any, paid by any Sublessee(s) and received by LESSEE shall be divided between the LESSOR and LESSEE in the following manner: to LESSOR and to LESSEE; and shall be payable to LESSOR the latter of the first day of the month following receipt of any rental amount by LESSEE or sixty (60) days following receipt by LESSEE.

LESSEE shall have no liability of any kind or nature to the LESSOR for failure to sublet all or any part of the Property to any or all potential Sublessees. 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 any part thereof. The LESSEE has the sole right to determine whether it will Sublet any portion of the Property or whether it will Sublease to any specific Sublessee.

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: Cheryl A. Marcinko
422 Rockville Road
Voluntown, Connecticut 06384

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

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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

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

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

29. ENVIRONMENTAL.

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

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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

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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.

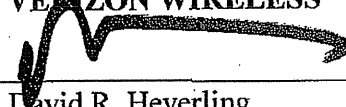
34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

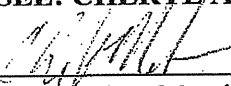
**LESSOR: CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS**

By: 
David R. Heverling

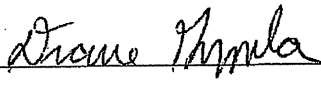
Its: 31210
Network Vice President –
Northeast Area

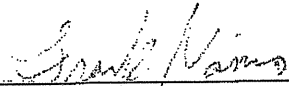
Date: _____

LESSEE: CHERYL A. MARCINKO

By: 
Cheryl A. Marcinko

Date: 12/9/09


WITNESS


WITNESS

12/07/09

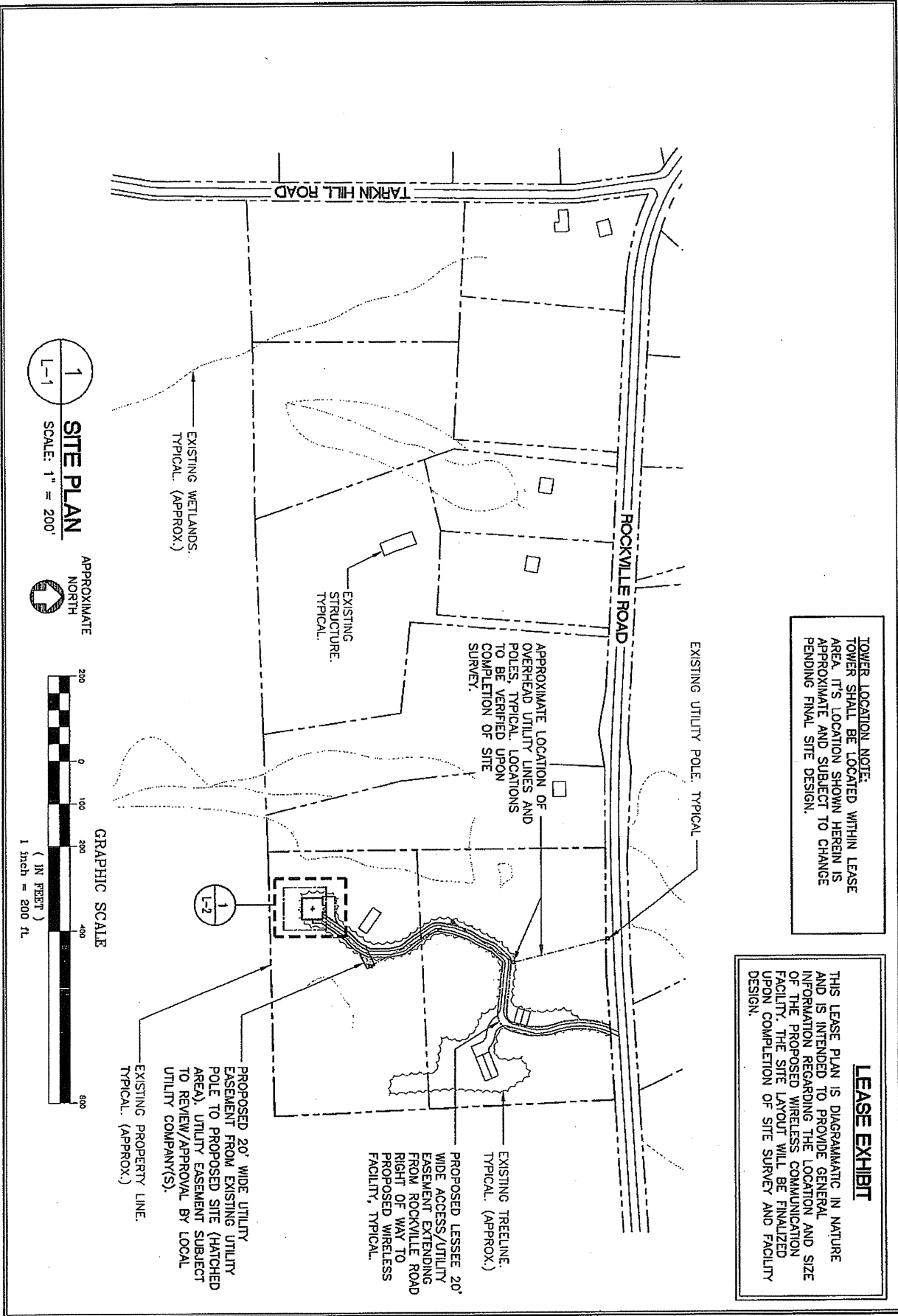
Exhibit "A"

(Sketch of Premises within Property)
(See attached L-1, L-2 and L-3)

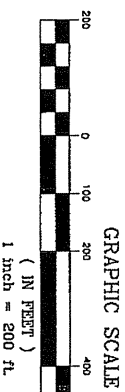
12/07/09

TOWER LOCATION NOTE:
 TOWER SHALL BE LOCATED WITHIN LEASE AREA. IT'S LOCATION SHOWN HEREIN IS APPROXIMATE AND SUBJECT TO CHANGE PENDING FINAL SITE DESIGN.

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



1 SITE PLAN
 SCALE: 1" = 200'
 APPROXIMATE NORTH



Colco Partnership d/b/a Verizon Wireless

VOLUNTOWN
 422 ROCKVILLE ROAD
 VOLUNTOWN, CT

DATE: 10/22/09
 SCALE: AS SHOWN
 DRAWN BY: [Signature]

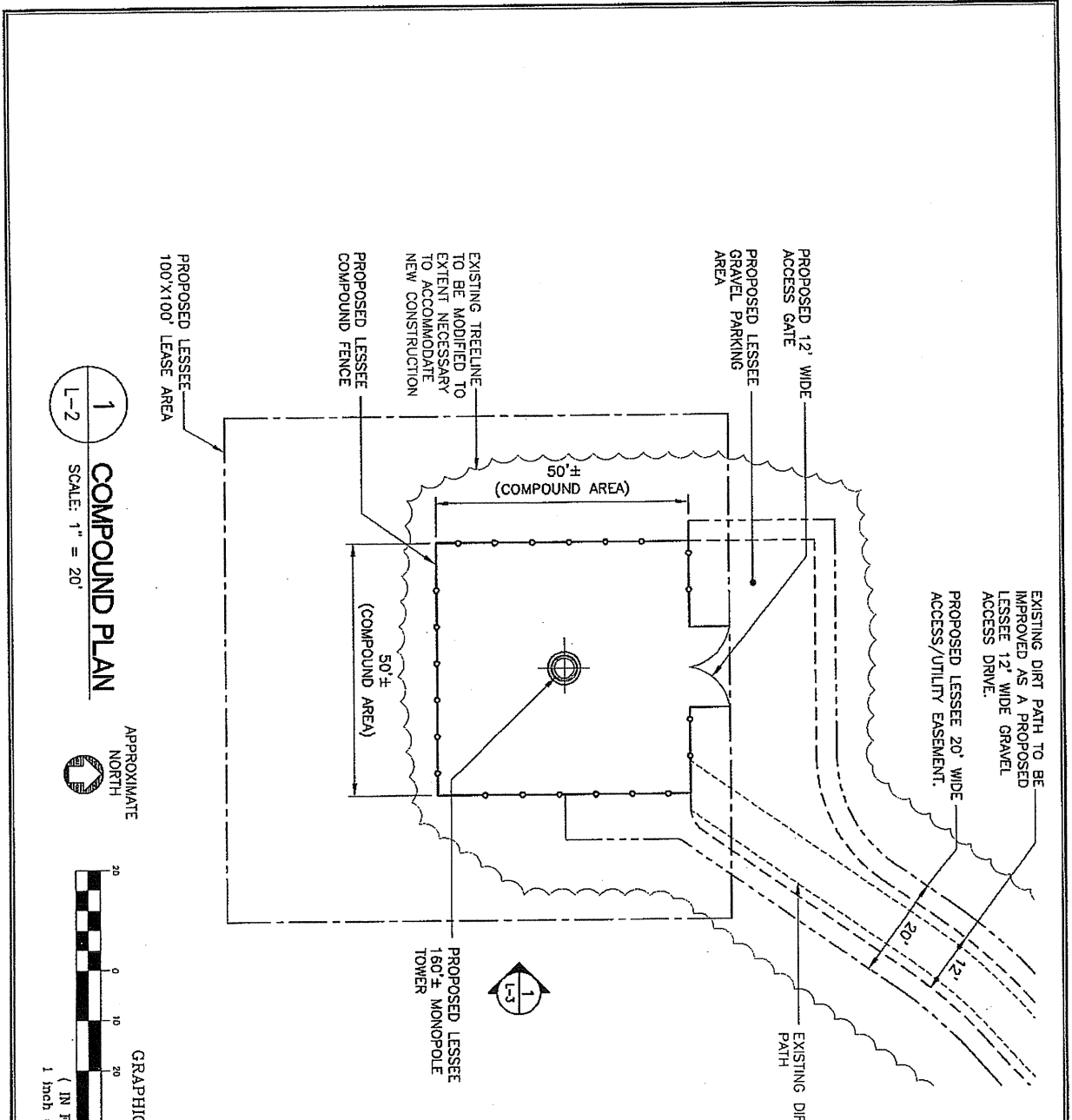
1
 L-1

NATCOMM
 CONSULTING ENGINEERS INC.

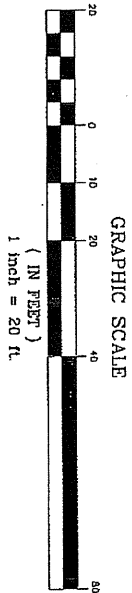
P: 203.486.0580 F: 203.486.8587
 www.natcomm.com info@nat-comm.com
 63-2 N. Branford Rd. Branford, CT 06405

PROFESSIONAL ENGINEER SEAL

| REV# | DATE | DRAWN BY | CHECKED BY | DESCRIPTION |
|------|----------|-------------|------------|------------------------------------------|
| 1 | 12/02/08 | TSP | DMD | REVISED LEASE EXHIBIT |
| 2 | 11/25/08 | DMD | CTC | REVISED LEASE EXHIBIT |
| 3 | 11/11/08 | TSP | DMD | REVISED LEASE EXHIBIT |
| 4 | 10/22/09 | [Signature] | DMD | LEASE EXHIBIT |
| 5 | 10/22/09 | [Signature] | DMD | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW |



1
COMPOUND PLAN
SCALE: 1" = 20'



LEASE EXHIBIT

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

TOWER LOCATION NOTE:
TOWER SHALL BE LOCATED WITHIN LEASE AREA. IT'S LOCATION SHOWN HEREIN IS APPROXIMATE AND SUBJECT TO CHANGE PENDING FINAL SITE DESIGN.

SHEET NO.
L-2

Cellco Partnership d/b/a Verizon Wireless
VOLUNTOWN
422 ROCKVILLE ROAD
VOLUNTOWN, CT

NATCOMM
CONSULTING ENGINEERS
P: 203.488.0560 F: 203.488.8587
E: nat-eng.com or info@nat-eng.com
83-2 N. Branford Rd. Branford, CT 06405

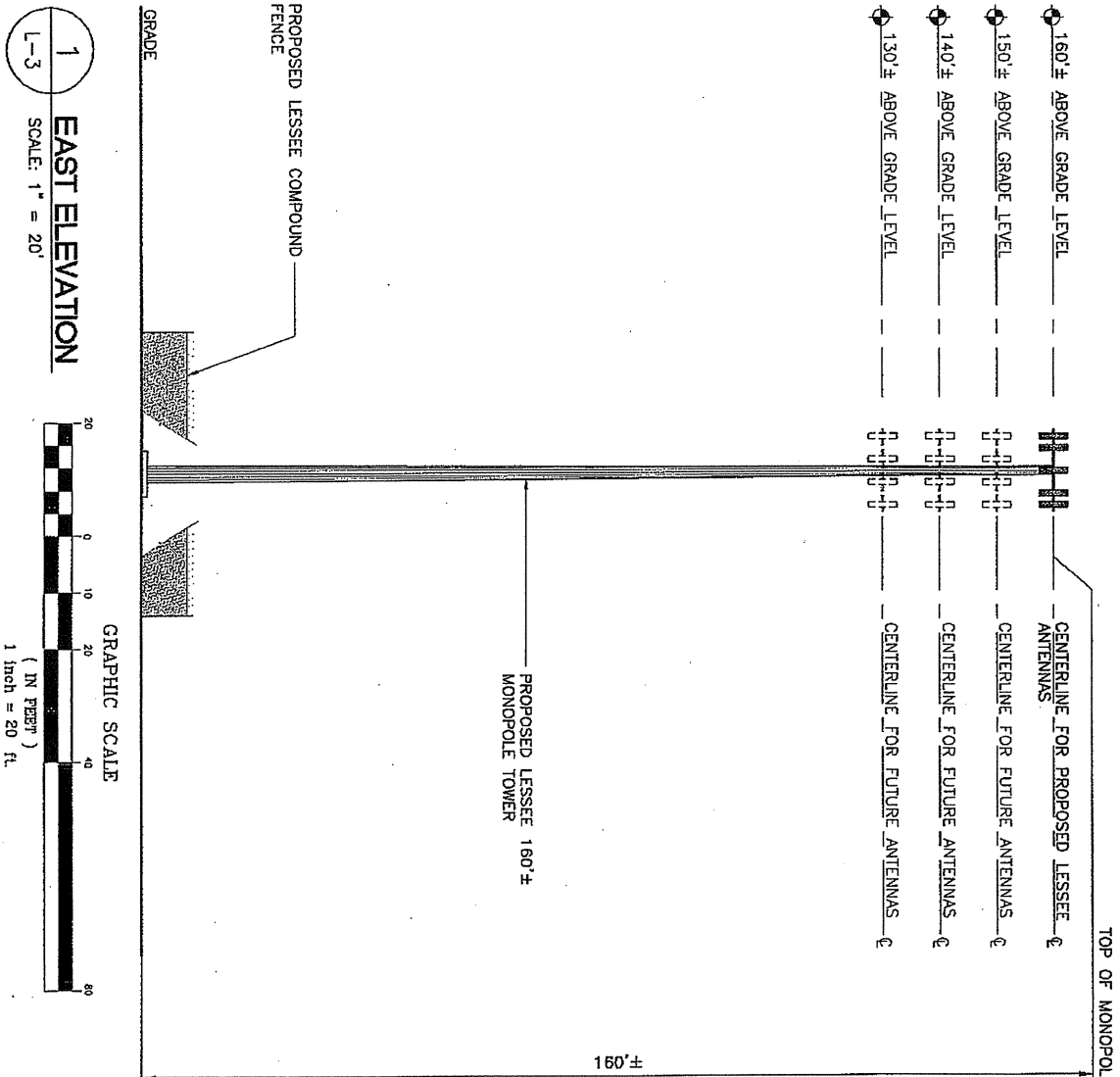
PROFESSIONAL ENGINEER SEAL

| REV | DATE | BY | CHKD BY | DESCRIPTION |
|-----|----------|----|---------|------------------------------------------|
| E | 12/02/06 | SP | DMB | REVISED LEASE EXHIBIT |
| D | 11/29/06 | SP | DMB | REVISED LEASE EXHIBIT |
| C | 11/17/06 | SP | DMB | REVISED LEASE EXHIBIT |
| B | 10/27/06 | SP | DMB | LEASE EXHIBIT |
| A | 10/23/06 | SP | DMB | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW |

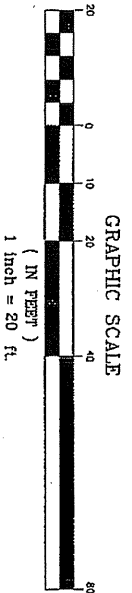
LEASE EXHIBIT

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

TOWER LOCATION NOTE:
TOWER SHALL BE LOCATED WITHIN LEASE AREA. IT'S LOCATION SHOWN HEREIN IS APPROXIMATE AND SUBJECT TO CHANGE PENDING FINAL SITE DESIGN.



1 EAST ELEVATION
SCALE: 1" = 20'



SHEET NO.
L-3

Cellco Partnership d/b/a Verizon Wireless
VOLUNTOWN
422 ROCKVILLE ROAD
VOLUNTOWN, CT

NATCOMM
CONSULTING ENGINEERS
PC 203.486.6550 F 203.486.8587
www.natcomm.com info@natcomm.com
63-2 N. Brunford Rd. Brunford, CT 06405

PROFESSIONAL ENGINEER SEAL

| REV | DATE | DRAWN BY | CHKD BY | DESCRIPTION |
|-----|----------|----------|---------|------------------------------------------|
| C | 12/07/06 | TSP | DMD | REVISED LEASE EXHIBIT |
| D | 11/25/06 | DMD | CTR | REVISED LEASE EXHIBIT |
| C | 11/11/06 | TSP | DMD | REVISED LEASE EXHIBIT |
| B | 10/27/06 | TSP | DMD | LEASE EXHIBIT |
| A | 10/22/06 | TSP | DMD | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW |

OPTION AND LAND LEASE AGREEMENT

This Agreement made this 12th day of March, 2010, between Ronald Millovitsch and Joanne Millovitsch with a mailing address of 81 James Road, Voluntown, Connecticut 06384, hereinafter collectively designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices 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".

LESSOR is the owner of that certain real property located at 81 James Road, Voluntown, Connecticut, as shown on the Tax Map of the Town of Voluntown as Map 30, Block 63, Lot 81 and being further described in Deed Book 40 at Page 400 as recorded in the Office of the Voluntown Town Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, 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-five (25') foot wide right-of-way extending from the nearest public right-of-way, James 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.

NOW THEREFORE, in consideration of the sum of

to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for two additional periods of twelve (12) months each, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period or any additional twelve month option period, as the case may be. For each twelve (12) month option so extended, LESSEE shall make an additional payment of _____ to LESSOR within thirty (30) days of such additional option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by

01/08/10

mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option 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; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. 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.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises, which such efforts shall be at the sole cost and expense of LESSEE. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE shall restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted.

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

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

01/08/10

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2010 between Ronald Millovitsch and Joanne Millovitsch with a mailing address of 81 James Road, Voluntown, Connecticut 06384 hereinafter designated LESSOR and Celco 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 81 James Road, Voluntown, Connecticut, and being described as a 100' by 100' parcel containing 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-five (25') foot wide right-of-way extending from the nearest public right-of-way, James 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 Voluntown as Map 30, Block 63, Lot 81 and being further described in Deed Book 40 at Page 400 as recorded in the Office of the Voluntown Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

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

to be paid in equal monthly installments on the first day of the month, in advance to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. 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 Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective.

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However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

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) or transferee(s) 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) or transferee(s) 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) or transferee(s) 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. ANNUAL INCREASE. On the anniversary of the Commencement Date, and for each year thereafter during the Term, the rent shall increase by _____ over the immediately prior year's rent.

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.

01/08/10

Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding year plus the annual increase due pursuant to Section 5 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 ("Property Taxes"), 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. LESSEE shall pay the Property Taxes within forty-five (45) days of receipt of such tax bill or the date LESSOR demonstrates to LESSEE that an increase in the LESSOR's real estate taxes arises from LESSEE's improvements and/or LESSEE's use of the Premises, as the case may be. 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

01/08/10

shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. 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.

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b. LESSEE agrees that at its own cost and expense, it 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 hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSEE agrees that at such time and in the future, and at its own cost and expense, LESSEE will maintain comprehensive general liability and property liability insurance with liability limits of 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 agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. LESSOR and LESSEE each agree that it will include the other Party as an additional insured on any policies of insurance procured pursuant to this Section 10.

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

01/08/10

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 equal to 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) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal. . Notwithstanding, any provision in this agreement to the contrary, the sale, grant or other transfer of the Property to LESSOR's Immediate Family or a trust for the benefit of LESSOR's Immediate Family shall be exempt from the provisions of this section. "Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister.

01/08/10

In such case, the transferee or other recipient of the Property shall take the Property subject to the rights of LESSEE under this Agreement and specifically Section 17 below.

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. 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.

01/08/10

LESSOR: Ronald and Joanne Millovitsch
81 James Road
Voluntown, CT 06384

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

01/08/10

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 or taxes due, 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, that the Parties shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. 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. If LESSOR so performs any of LESSEE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSOR shall immediately be owing by LESSEE to LESSOR, and LESSEE shall pay to LESSOR 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.

29. ENVIRONMENTAL.

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

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

c. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or

01/08/10

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 LESSEE's activities conducted on the Property, unless such conditions or concerns are caused by the specific activities of LESSOR in the Premises.

d. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE'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) LESSEE's 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 LESSEE's activities conducted on the Property, unless such environmental conditions are caused by LESSOR.

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

01/08/10

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. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Connecticut. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

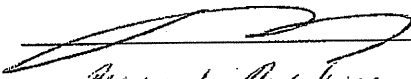
34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

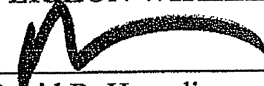
35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

01/08/10

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

**LESSOR: CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS**

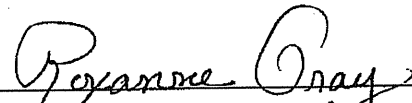

WITNESS KAREN PAUL

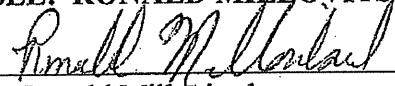
By: 
David R. Heverling

Its: Network Vice President - Northeast Area

Date: 3 12 10

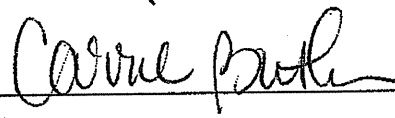
LESSEE: RONALD MILLOVITSCH

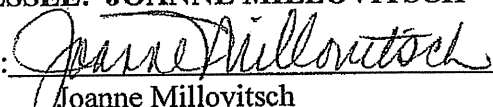

WITNESS Roxanne Gray

By: 
Ronald Millovitsch

Date: Jan 20 2010

LESSEE: JOANNE MILLOVITSCH


WITNESS

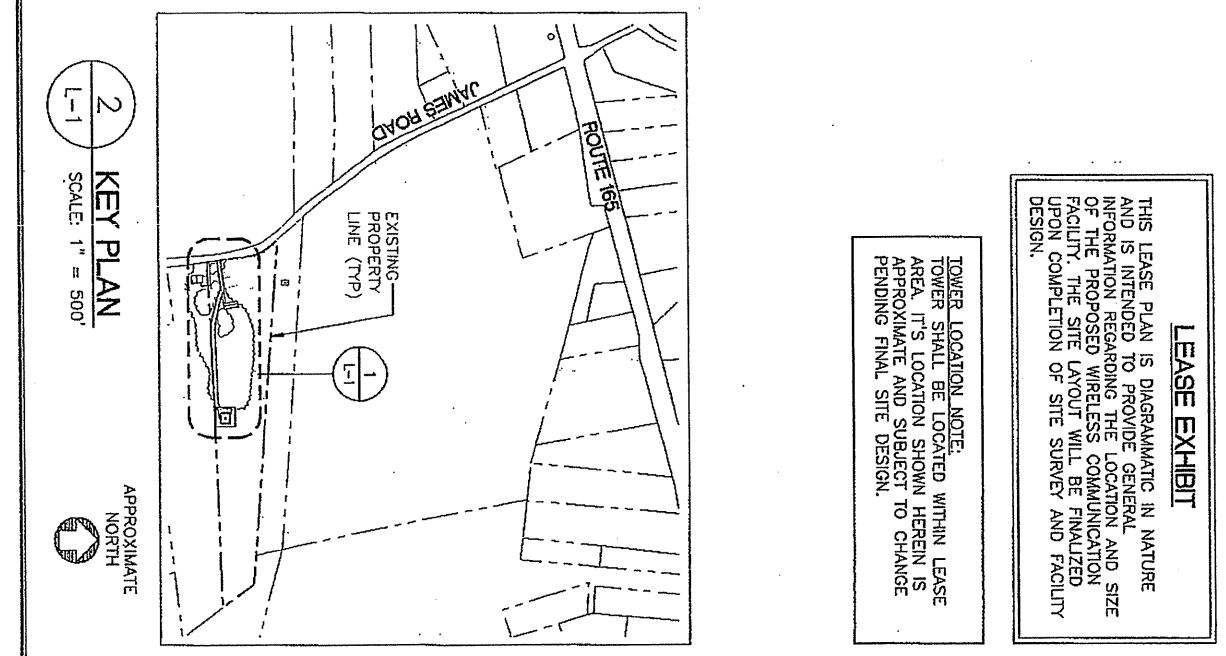
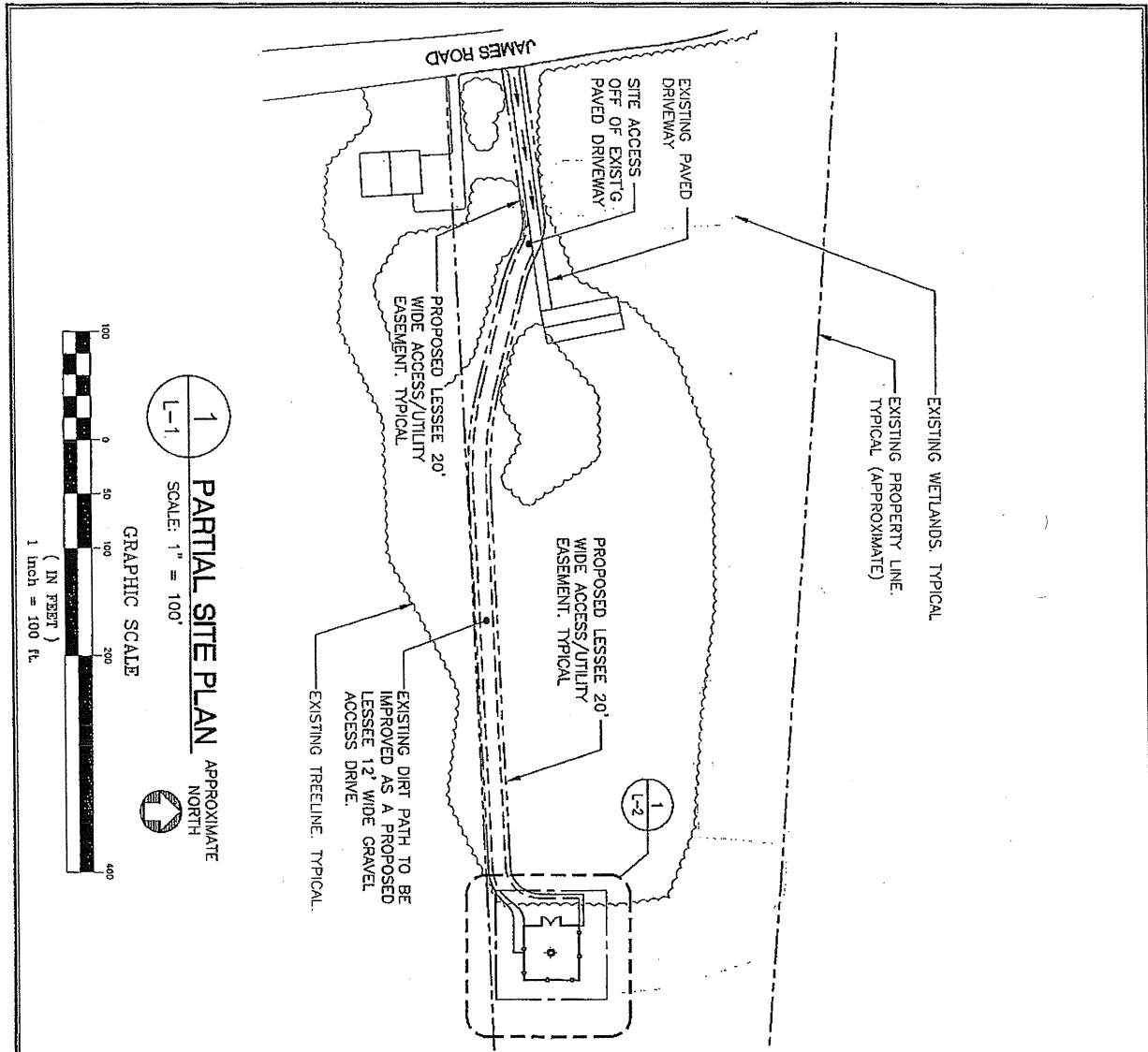
By: 
Joanne Millovitsch

Date: 1/14/10

Exhibit "A"

(See Attached Lease Exhibits L-1, L-2 and L-3)

01/08/10

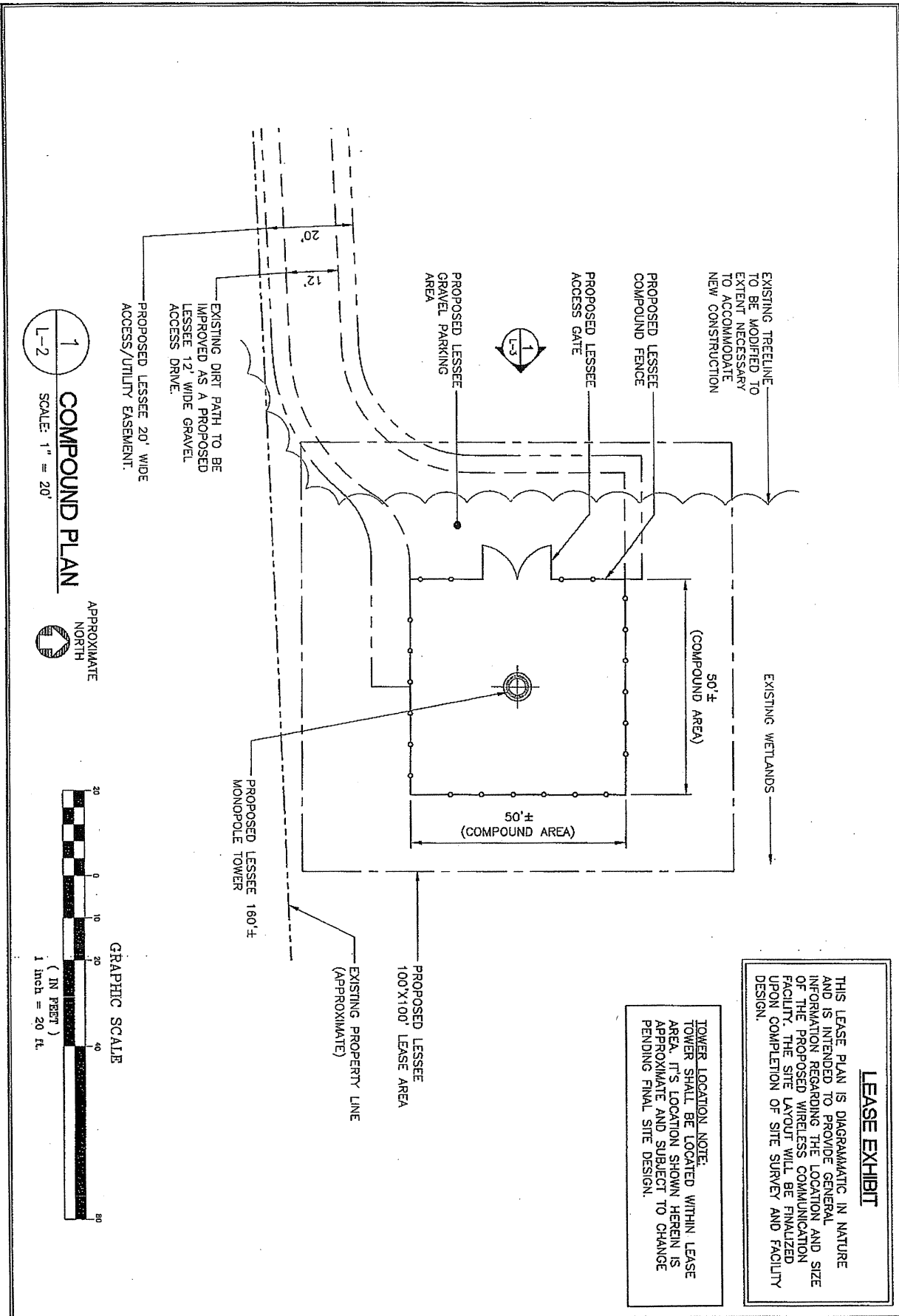


LEASE EXHIBIT

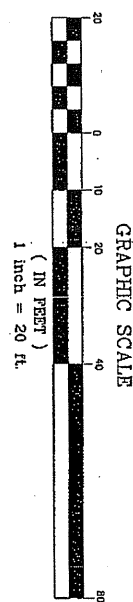
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

TOWER LOCATION NOTE:
TOWER SHALL BE LOCATED WITHIN LEASE AREA. IT'S LOCATION SHOWN HEREIN IS APPROXIMATE AND SUBJECT TO CHANGE PENDING FINAL SITE DESIGN.

| SHEET NO. L-1 | Celco Partnership d/b/a Verizon Wireless VOLUNTOWN 81 JAMES ROAD VOLUNTOWN, CT | P: 203.488.0580 F: 203.488.8587 www.nat-comm.com info@nat-comm.com 63-2 N. Broadford Rd. Branford, CT 06405 | PROFESSIONAL ENGINEER, REAL | <table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DRAWN BY</th> <th>CHKD BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>C</td> <td>11/11/08</td> <td>TSP</td> <td>DMO</td> <td>RENDERED LEASE EXHIBIT</td> </tr> <tr> <td>B</td> <td>10/27/08</td> <td>TSP</td> <td>DMO</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>A</td> <td>10/22/08</td> <td>TSP</td> <td>DMO</td> <td>LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW</td> </tr> </table> | REV. | DATE | DRAWN BY | CHKD BY | DESCRIPTION | C | 11/11/08 | TSP | DMO | RENDERED LEASE EXHIBIT | B | 10/27/08 | TSP | DMO | LEASE EXHIBIT | A | 10/22/08 | TSP | DMO | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW |
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| B | 10/27/08 | TSP | DMO | LEASE EXHIBIT | | | | | | | | | | | | | | | | | | | | |
| A | 10/22/08 | TSP | DMO | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW | | | | | | | | | | | | | | | | | | | | |
| DATE: 10/22/08 DRAWN BY: AS SKOWN CHECKED BY: DMO | ASSIGNED BY: TSP DRAWN BY: DMO CHECKED BY: DMO DATE: | CFC | CFC | | | | | | | | | | | | | | | | | | | | | |



1
L-2
COMPOUND PLAN
SCALE: 1" = 20'



LEASE EXHIBIT

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

TOWER LOCATION NOTE:
TOWER SHALL BE LOCATED WITHIN LEASE AREA. IT'S LOCATION SHOWN HEREIN IS APPROXIMATE AND SUBJECT TO CHANGE PENDING FINAL SITE DESIGN.

Cellco Partnership d/b/a Verizon Wireless

VOLUNTOWN
81 JAMES ROAD
VOLUNTOWN, CT

DATE: 10/22/09
DRAWN BY: [signature]
CHECKED BY: [signature]

NATCOMM
CONSULTING ENGINEERS

PO: 203.488.0580 FL: 203.488.6587
E: nat-comm.com ©: nat-comm.com
63-2 N. Grantland Rd. Branford, CT 06405

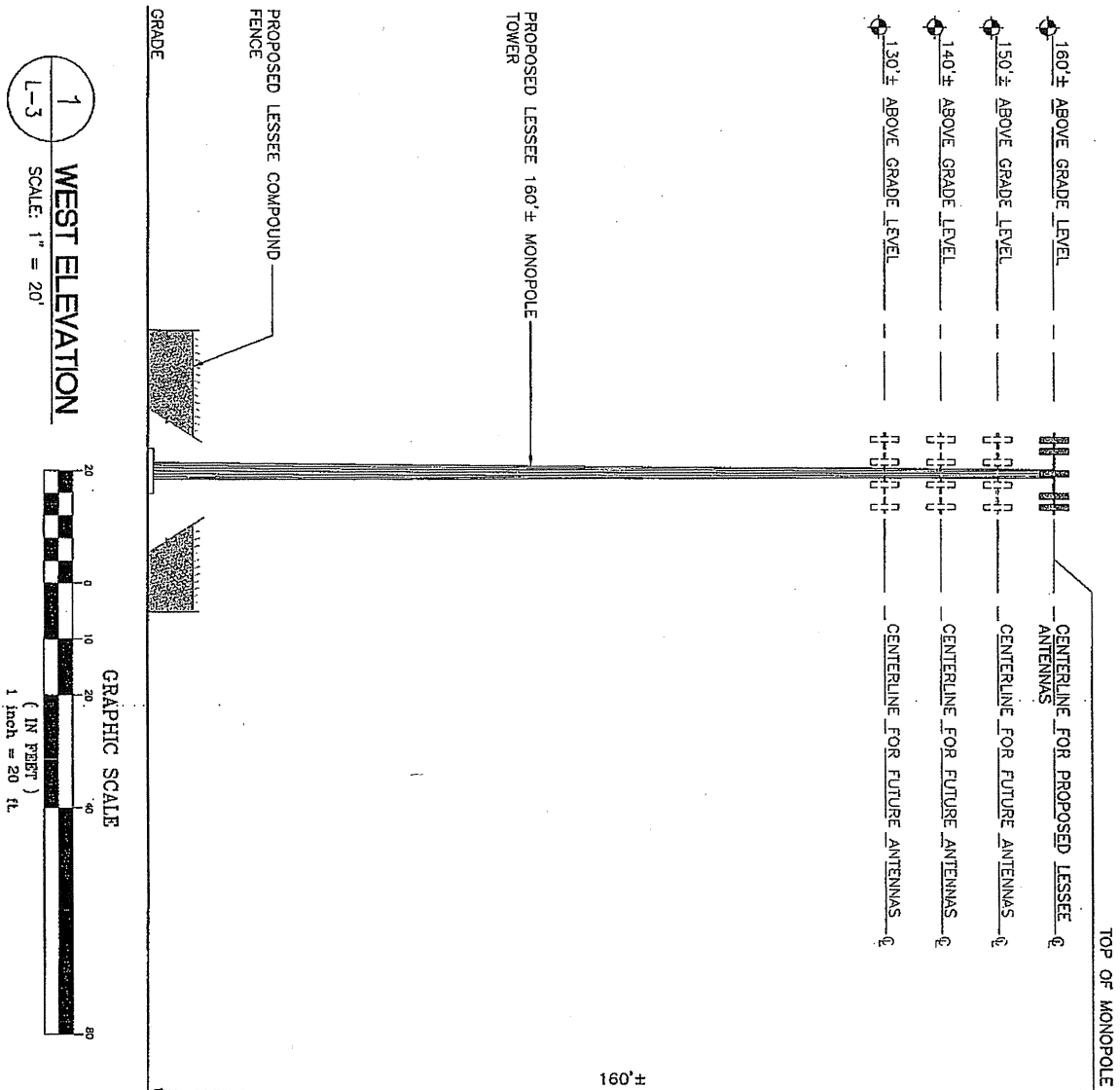
PROFESSIONAL DESIGNER SEAL

| DATE | BY | DESCRIPTION |
|------------|-----|------------------------------------------|
| C 11/17/09 | TSP | REVISED LEASE EXHIBIT |
| B 10/27/09 | DMD | LEASE EXHIBIT |
| A 10/22/09 | TSP | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW |

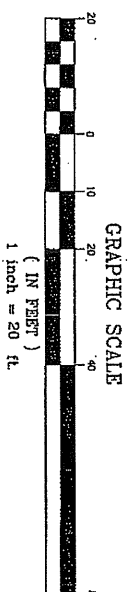
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1
L-3
WEST ELEVATION
SCALE: 1" = 20'



| SHEET NO. L-3 | Colco Partnership d/b/a Verizon Wireless VOLUNTOWN 81 JAMES ROAD VOLUNTOWN, CT | | PROFESSIONAL ENGINEER SEAL | <table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td>C 11/11/04</td> <td>TSP</td> <td>REVISED LEASE EXHIBIT</td> </tr> <tr> <td>B 10/27/04</td> <td>TSP</td> <td>LEASE EXHIBIT</td> </tr> <tr> <td>A 10/27/04</td> <td>TSP</td> <td>LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW</td> </tr> <tr> <td>REV.</td> <td>DATE</td> <td>DRAWN BY</td> <td>CHK'D BY</td> </tr> </table> | DATE | BY | DESCRIPTION | C 11/11/04 | TSP | REVISED LEASE EXHIBIT | B 10/27/04 | TSP | LEASE EXHIBIT | A 10/27/04 | TSP | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW | REV. | DATE | DRAWN BY | CHK'D BY |
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| C 11/11/04 | TSP | REVISED LEASE EXHIBIT | | | | | | | | | | | | | | | | | | |
| B 10/27/04 | TSP | LEASE EXHIBIT | | | | | | | | | | | | | | | | | | |
| A 10/27/04 | TSP | LEASE EXHIBIT - ISSUED FOR CLIENT REVIEW | | | | | | | | | | | | | | | | | | |
| REV. | DATE | DRAWN BY | CHK'D BY | | | | | | | | | | | | | | | | | |
| DATE: 10/27/04 SCALE: AS SHOWN JOB NO.: 05007 | P: 203.468.0590 F: 203.468.8587 E: nat-eng.com or info@nat-eng.com 63-2 N. Branford Rd., Branford, CT 06405 | DESIGNED BY: CFC DRAWN BY: TSP CHECKED BY: CFC | DATE: 10/27/04 SCALE: AS SHOWN JOB NO.: 05007 | | | | | | | | | | | | | | | | | |