

**USFWS**



*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: November 2, 2010

Project No.: 41479.55

From: Dean Gustafson  
Senior Environmental Scientist

Re: USFWS Compliance Determination  
Woodstock Relocation Facility  
87 West Quasset Road  
Woodstock, Connecticut

Project Site:

State: Connecticut

County: Windham

Address: 87 West Quasset Road, Woodstock, CT

Latitude/Longitude Coordinates: N41°55'47.184" W71°59'21.547"

Size of Property: ±30 acres

Watershed: Mill Brook (#3707)

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 Woodstock, Connecticut (Windham County). No federally-listed endangered or threatened species are known to occur in Woodstock, Connecticut (refer to the enclosed listing; no species are identified in Windham County) and as such the proposed development will not result in an adverse affect to any federally-listed endangered or threatened species. A copy of the January 4, 2010 USFWS policy statement as well as a January 4, 2010 USFWS letter regarding federally-listed endangered and threatened species in Woodstock, Connecticut are enclosed for reference.

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

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



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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

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



# 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:

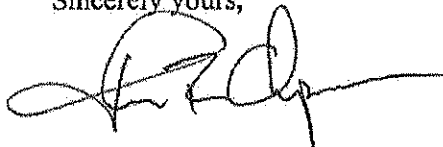
1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will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

**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.
	Puritan Tiger Beetle	Threatened	Sandy beaches along the Connecticut River	Cromwell, Portland
New Haven	Bog Turtle	Threatened	Wetlands	Southbury
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Branford, Guilford and Madison
	Indiana Bat	Endangered	Mines, Caves	
New London	Piping Plover	Threatened	Coastal Beaches	Old Lyme, Waterford, Groton and Stonington.
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	East Lyme and Waterford.
	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Waterford
Tolland	None			

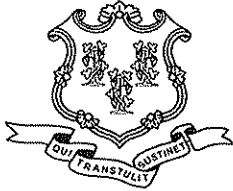
-Eastern cougar, gray wolf, Indiana bat, Seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

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

7/31/2008

**CT DEP**





STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



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

September 3, 2010

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

Re: Proposed New Wireless Telecommunications Facility, 87 Quasset Rd., Woodstock, CT

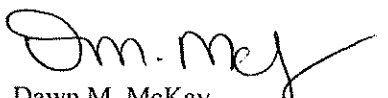
Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed new wireless telecommunications facility, 87 Quasset Rd., Woodstock, CT. According to our information, there are no extant populations of Federal or State Endangered, Threatened or Special Concern Species that occur on this property.

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 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: NDDDB File # 17994

DMM/hpw



**SHPO**



Connecticut Commission on Culture & Tourism

January 20, 2010

David Bahlman  
Division Director  
Deputy State Historic Preservation Officer

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 at  
87 West Quasset Road in Woodstock, Connecticut.

Dear Ms. Kelsey:

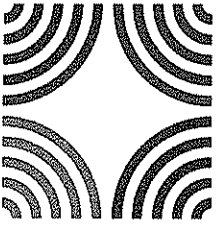
The State Historic Preservation Office has reviewed the information submitted for the referenced project. Verizon Wireless is proposing the construction of a new 150-foot tall wireless telecommunications tower and associated facilities on portions of a property at 87 West Quasset Road in Woodstock. The tower and ground facilities will be serviced by an access road created by widening and improving an existing farm road which links the tower site to Quasset Hill Road to the northeast. Separate underground utility conduits will be installed between the tower site and West Quasset Road to the east. Heritage Consultants, LLC, under contract to VHB completed a Cultural Resources Reconnaissance Survey to identify any historic properties that might be affected by the project. Based on a pedestrian survey of the Area of Potential (Direct) Effects, subsurface testing of the tower site, and background investigations, it is Heritage's opinion that the project will have no effect on archaeological resources. Heritage also completed a "Cultural Resources Screen" of the Area of Potential (Visual) Effects, which includes the region within a 0.5-mile radius of the proposed tower. No historic properties listed in, or eligible for listing in the National Register of Historic Places were identified by Heritage.

We note that an historic house is located along West Quasset Road near the proposed utility corridor alignment and within the APE for visual effects. The house is depicted on several 19<sup>th</sup>-century maps as belonging to the Hyde family and was standing by 1856. However, subsequent modification of the building appears to have significantly diminished the architectural integrity of the structure, and it does not appear eligible for listing in the National Register of Historic Places. Based on the information submitted to our office, SHPO concurs with VHB that the proposed telecommunications facility will have no effect on architectural or archaeological 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

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*Kelsey – Telecomm Facilities at 87 West Quasset Rd, Woodstock  
January 20, 2011  
(Page 2/2)*

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

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

Sincerely,

David Bahlman  
Deputy State Historic Preservation Officer

cc: Bellantoni/OSA

General Power Density

Site Name: Woodstock Relo, CT  
 Cumulative Power Density

Operator	Operating Frequency (MHz)	Number of Trans.	ERP Per Trans. (watts)	Total ERP (watts)	Distance to Target (feet)	Calculated Power Density (mW/cm <sup>2</sup> )	Maximum Permissible Exposure* (mW/cm <sup>2</sup> )	Fraction of MPE (%)
VZW PCS	1970	7	349	2443	147	0.0407	1.0	4.07%
VZW Cellular	869	9	409	3681	147	0.0613	0.579333	10.57%
VZW 700	757	1	836	836	147	0.0139	0.497333	2.80%

**Total Percentage of Maximum Permissible Exposure**

17.44%

\*Guidelines adopted by the FCC on August 1, 1996, 47 CFR Part 1 based on NCRP Report 86, 1986 and generally on ANSI/IEEE C95.1-1992

MHz = Megahertz

mW/cm<sup>2</sup> = milliwatts per square centimeter

ERP = Effective Radiated Power

Absolute worst case maximum values used.

**Transportation  
Land Development  
Environmental  
Services**



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

January 24, 2011

Vanasse Hangen Brustlin, Inc.

Ref: 41479.55

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

Re: Wetland Impact Analysis and NEPA Compliance  
Woodstock Relo  
87 West Quasset Road  
Woodstock, Connecticut

Dear Ms. Carter:

Vanasse Hangen Brustlin, Inc. (VHB) has completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site. The results of this investigation reveal that a wetland area and two drainage ditches, both regulated as intermittent watercourses, are located in proximity to the proposed facility. Refer to plans prepared by Centek Engineering dated 01/21/11 (last revision date 01/24/11) and VHB's Wetlands Delineation Report dated January 24, 2011. The purpose of this letter is to provide an assessment of anticipated impacts to wetland resources by the proposed facility and to determine compliance with NEPA listed category item 7, significant change in surface features (e.g., wetland fill, etc.).

VHB understands that Verizon Wireless proposes to construct a wireless telecommunications facility (herein after referred to as "Facility") in the central/western portion of the subject property located at the southwest intersection of West Quasset Road and Quasset Hill Road in Woodstock, Connecticut. The subject property consists of an active farm dominated by orchard areas and cultivated fields along with a smaller area of undeveloped forest in the central/western portion of the property. The proposed Facility will be located in this upland forested area surrounded by cultivated fields to the north, east and south and forest to the west. Access to the Facility will follow an existing farm road providing access from Quasset Hill Road and then require crossing of a drainage ditch (regulated as an intermittent watercourse) to access the Facility's compound area. This drainage ditch is associated with a nearby wetland area, identified as Wetland 1. This wetland system consists of a forested and scrub/shrub wetland located along the edges of three actively cultivated fields to the north, east and south and adjoins an undeveloped forested upland area to the west, where the Facility is proposed. Wetland 1 has been disturbed by the adjoining agricultural activities and partial clearing of mature trees and woody vegetation by the property owner. The main portion of the wetland drains to the south then flows to the west through a dug drainage ditch/intermittent watercourse. The dug drainage ditch primarily conveys stormwater runoff from the adjoining fields along with some seasonal base flow from the wetland area. In order to access the proposed Facility in the upland forest, crossing of this drainage ditch feature is required. The southwest corner of the proposed Facility represents the closest point to wetlands, being 75± feet north from the drainage ditch feature near wetland flag WF 28. A proposed level spreader to properly treat stormwater runoff from the gravel turnaround area adjacent to the south side of the Facility represents the closest point to

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wetlands (near WF 28) for clearing/grading work associated with the Facility. The main wetland system is located 120± feet east of the proposed Facility's southeast compound corner. Wetland 2 is separate drainage ditch feature (also regulated as an intermittent watercourse) that flows west along the south end of an actively cultivated field. A drainage pipe was observed entering the eastern end of the ditch, apparently providing subsurface drainage relief to the adjoining field. The drainage ditch also appears to convey surface stormwater runoff from the field. A portion of the proposed underground utility route that will serve the proposed Verizon Wireless facility will pass in close proximity to this ditch. The proposed underground utility trench will be located approximately 16 to 20 feet north of the eastern end of this drainage ditch within either an existing farm road or cultivated field.

The relatively minor intermittent watercourse impact (500± square feet of permanent impact) proposed for crossing of the drainage ditch feature is not considered to result in a likely adverse impact to this resource. This assessment is based on the existing man-made disturbed nature of the drainage ditch and the level of human activity associated with the adjacent cultivated field. Culverting of 20 linear feet of the drainage ditch with a 15-inch reinforced concrete pipe will maintain the principal function of the ditch, conveyance of stormwater and surface water flows. The proposed crossing is positioned at a narrow point in the drainage ditch feature and no alternative access route exists that would result in avoidance of wetland or watercourse impacts or would further minimize the proposed impacts.

The resulting cumulative impacts, both direct and indirect, to the intermittent watercourses (two drainage ditches) and wetland area are considered to be relatively minor. This conclusion takes into account proposed disturbances to upland areas in proximity to wetland/watercourse areas (i.e., wetland buffers). However, this conclusion is also contingent upon implementation of appropriate mitigation to compensate for both temporary (i.e., related to construction activities) and permanent impacts to these resources. VHB understands that standard erosion control measures will be installed, maintained and regularly monitored in accordance with the 2002 *Connecticut Guidelines For Soil Erosion and Sediment Control*. These precautions will properly protect nearby wetland/watercourse resources and downstream resources and help avoid temporary impacts associated with construction of the proposed Facility. Erosion control measures will also be properly removed following permanent stabilization of exposed soils. VHB also 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 grasses, forbs, wildflowers, legumes and grasses to provide both good erosion control and wildlife habitat value. This mix is designed to be a no maintenance seeding, and it is appropriate for cut and fill slopes and disturbed areas. In addition, VHB recommends that a row of native shrubs (e.g., serviceberry, black chokecherry, gray dogwood, and nannyberry) be planted along the north, east and west sides of the proposed compound in areas disturbed by construction between the compound's fence and limit of work, typically defined by the erosion and sedimentation controls. This buffer enhancement planting of native shrubs will provide food, shelter and nesting habitat for a variety of small animals, in particular several avian species, which will enhance the wildlife habitat value of the buffer between the proposed Facility and nearby wetland system. With incorporation of



Project No.: 41479.55  
January 24, 2011  
Page 3

these mitigation recommendations, it is our opinion that no likely adverse impact to wetland/ watercourse areas would occur as a result of the proposed Verizon Wireless development.

Under NEPA compliance with respect to wetland impacts, in order to determine if a proposed project results in a "significant environmental effect", for which an Environmental Assessment (EA) must be prepared, a project is evaluated against the Corps' minimal impact threshold criteria to "Waters of the U.S." (e.g., wetlands, waterways, etc.). Generally, if a project is determined to satisfy the requirements of a Category 1 project (minimal impact and eligible without screening by reviewing agencies) it is not considered to result in a significant environmental effect and a Finding of No Significant Impact (FONSI) could be issued for the NEPA listed category item 7. In order to support this conclusion, a careful review of the Department of the Army Programmatic General Permit (PGP) State of Connecticut (effective May 31, 2006, expiration date May 31, 2011) criteria for Category 1 is necessary.

For the proposed intermittent watercourse (drainage ditch) crossing, the following key criteria is generally required in order to be eligible under Category 1 of the PGP.


*Less than 5,000 SF of Inland Waters, Waterway and/or Wetland Fill and Secondary Impacts. Fill impacts include all temporary and permanent fill and excavation discharges resulting from a single and complete project, see #5 of General Requirements. Secondary impacts include but are not limited include to impacts to inland waters, waterways or wetlands drained, dredged, flooded, cleared or degraded resulting from a single and complete project. (See 40 CFR 230.11 (g) and (h))*

As the proposed project will only result in impacts totaling 500± square feet, well below the Corps' threshold of 5,000 square feet, Verizon Wireless' proposed development is considered eligible under Category 1 of the PGP and therefore a Finding of No Significant Impact for NEPA listed category item 7 is provided.

If you have any questions concerning this matter do not hesitate to call me.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.

  
Dean Gustafson  
Professional Soil Scientist

cc: Kenneth C. Baldwin, Robinson & Cole LLP







Vanasse Hangen Brustlin, Inc.

**WETLANDS DELINEATION REPORT**

**Date:** January 24, 2011  
**Project No.:** 41479.55  
**Prepared For:** Ms. Alexandria Carter  
Verizon Wireless  
99 East River Drive  
East Hartford, Connecticut 06108  
**Site Location:** Woodstock Relo - 87 West Quasset Road, Woodstock, Connecticut  
**Site Map:** Wetland Sketch, dated January 6, 2010, revised April 8, 2010  
**Inspection Date:** January 6, 2010 and April 8, 2010  
**Field Conditions:** Weather: sunny, mid 20's & high 70's  
Snow Depth: 3-6 inches & 0 inches  
General Soil Moisture: moist & moist  
Frost Depth: 2-6 inches & 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: 100 feet Watercourses (intermittent): 100 feet

**Field Numbering Sequence of Wetlands Boundary:** WF 45 to 49/WF 1 to 22; WF 23 to 44;  
WF 2-01 to 2-12

*[as depicted on attached wetland sketch map]*

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

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

The wetlands delineation was conducted and reviewed by:

Dean Gustafson  
Professional Soil Scientist

Enclosures

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

# Attachments



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

**Wetland Delineation Field Form**

Project Address:	Woodstock Relo 87 West Quasset Road Woodstock, Connecticut	Project Number:	41479.55
Inspection Date:	01/06/10, extended 04/08/10	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 1		

Field Conditions:	Weather: sunny, mid 20's/high 70's	Snow Depth: 3-6 inches/0 inches
	General Soil Moisture: moist/moist	Frost Depth: 2-6 inches/0 inches
Type of Wetland Delineation:	CT Inland <input checked="" type="checkbox"/>	
	CT Tidal <input type="checkbox"/>	
	ACOE <input type="checkbox"/>	
Field Numbering Sequence: (01/06/10) - WF 1 to 22 & WF 23 to 40; (04/08/10) - extended off WF 40 to 44, extended off WF 1 ties to WF 50 to 45		

**WETLAND HYDROLOGY:**

**NONTIDAL**

Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input 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: seasonal high groundwater perched on dense glacial till		

**TIDAL**

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

**WETLAND TYPE:**

**SYSTEM:**

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

**CLASS:**

Emergent <input type="checkbox"/>	Scrub-shrub <input checked="" type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input checked="" type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: actively cultivated agricultural fields surrounding to the north, east and south		

**WATERCOURSE TYPE:**

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Comments: wetland drains to the west through a dug drainage ditch (WF 23 to 32; WF 12 to 22) along the north side of an actively cultivated field; this drainage feature is regulated as an intermittent watercourse		

**SPECIAL AQUATIC HABITAT:**

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

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

**MAPPED SOILS:**

SOIL SERIES (Map Unit Symbol)	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury fine sandy loam (32)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Woodbridge fine sandy loam (45)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Paxton and Montauk fine sandy loams (47)	<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"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**DOMINANT PLANTS:**

red maple ( <i>Acer rubrum</i> )	green ash ( <i>Fraxinus pennsylvanica</i> )
common spicebush ( <i>Clethra alnifolia</i> )	red elderberry ( <i>Sambucus racemosa</i> )
bebb willow ( <i>Salix bebbian</i> )	sensitive fern ( <i>Onoclea sensibilis</i> )
soft rush ( <i>Juncus effusus</i> )	arrowleaf tearthumb ( <i>Polygonum sagittatum</i> )
sedge sp. ( <i>Carex sp.</i> )	jewelweed ( <i>Impatiens capensis</i> )

**WETLAND NARRATIVE:**

Wetland 1 was identified as a palustrine forested wetland located along the edges of three actively cultivated fields to the north, east and south and adjoins an undeveloped forested upland area to the west, where the proposed Verizon Wireless development is proposed. This disturbed wetland is formed in a topographic saddle between the cultivated fields and upland forest with wetland hydrology dominated by a seasonal high groundwater table perched by dense glacial till (hardpan). The wetland has been disturbed by the adjoining activity agricultural activities as well as partial clearing of mature trees and woody vegetation by the property owner. The main portion of the wetland drains to the south, then flows to the west through a dug drainage ditch. The dug drainage ditch primarily conveys stormwater runoff from the adjoining fields along with some seasonal base flow from the wetland area. The ditch is regulated as an intermittent watercourse and is delineated by wetland flags WF 23 to 32 (north bank) and WF 12 to 22 (south bank). The proposed drive to access the proposed Verizon Wireless facility in the upland forest will require crossing this drainage ditch feature.

### Wetland Delineation Field Form

Project Address:	Woodstock Relo 87 West Quasset Road Woodstock, Connecticut	Project Number:	41479.55
Inspection Date:	04/08/10	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 2		

Field Conditions:	Weather: sunny, high 70's	Snow Depth: 0 inches
	General Soil Moisture: moist	Frost Depth: 0 inches
Type of Wetland Delineation:	CT Inland <input checked="" type="checkbox"/> CT Tidal <input type="checkbox"/> ACOE <input type="checkbox"/>	
Field Numbering Sequence: WF 2-01 to 2-12		

**WETLAND HYDROLOGY:**

**NONTIDAL**

Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input checked="" type="checkbox"/>	Seasonally Saturated - perched <input checked="" type="checkbox"/>
Comments: seasonal high groundwater perched on dense glacial till		

**TIDAL**

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

**WETLAND TYPE:**

**SYSTEM:**

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

**CLASS:**

Emergent <input type="checkbox"/>	Scrub-shrub <input checked="" type="checkbox"/>	Forested <input type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input checked="" type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: actively cultivated agricultural field to the north		

**WATERCOURSE TYPE:**

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Comments: delineated feature is classified as a dug drainage ditch and regulated as an intermittent watercourse that conveys runoff from the field along with some base flow from the seasonal high groundwater table		

**SPECIAL AQUATIC HABITAT:**

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

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

**MAPPED SOILS:**

SOIL SERIES (Map Unit Symbol)	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury fine sandy loam (32)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Woodbridge fine sandy loam (45)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Paxton and Montauk fine sandy loams (47)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**DOMINANT PLANTS:**

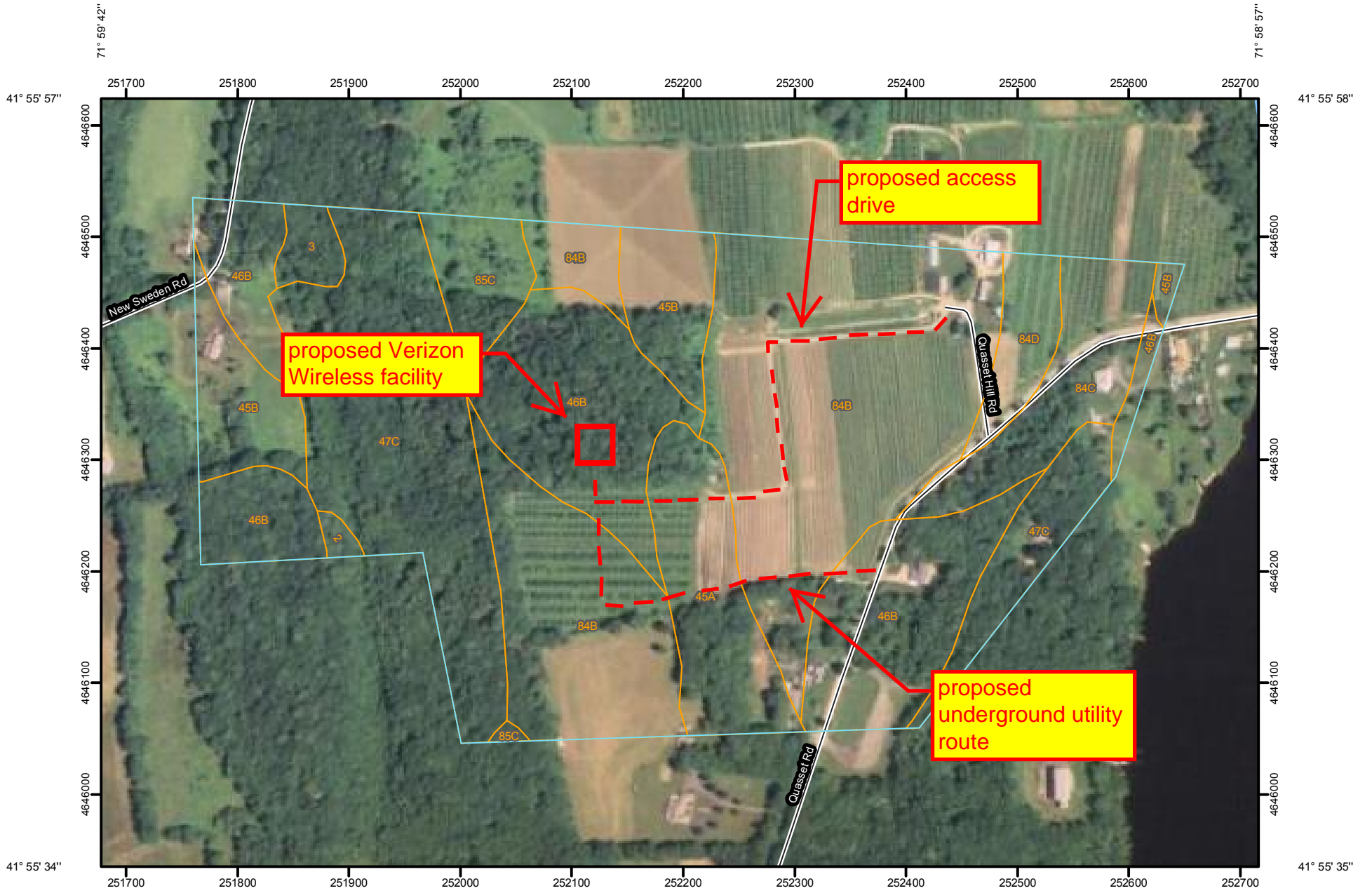
red maple ( <i>Acer rubrum</i> )	winterberry ( <i>Ilex verticillata</i> )
multiflora rose ( <i>Rosa multiflora</i> )*	gray dogwood ( <i>Cornus racemosa</i> )
bebb willow ( <i>Salix bebbian</i> )	northern arrowwood ( <i>Viburnum recognitum</i> )
reed canarygrass ( <i>Phalaris arundinacea</i> )	

\* denotes non-native invasive specie

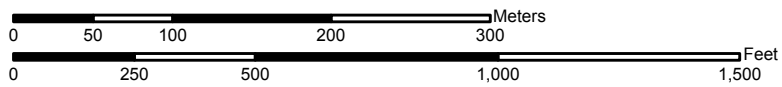
**WETLAND NARRATIVE:**

Wetland 2 was identified as a dug drainage ditch that is regulated as an intermittent watercourse feature. The ditch flows west along the south end of an actively cultivated field located in proximity to the proposed underground utility route that will serve the proposed Verizon Wireless facility. A drainage pipe was observed entering the eastern end of the ditch, apparently providing some drainage relief to the adjoining cultivated field. The drainage ditch appears to mainly convey stormwater runoff from the nearby field. However, low flows were observed in the ditch at the time of the investigation and no precipitation event had occurred within at least the last 3-5 days. As a result, the ditch also appears to convey some base flow from discharge of the seasonal high groundwater table.

Soil Map—State of Connecticut  
(87 West Quassett Road, Woodstock, CT)




Map Scale: 1:4,930 if printed on A size (8.5" x 11") sheet.



## MAP LEGEND






















### Area of Interest (AOI)




 Area of Interest (AOI)

### Soils




 Soil Map Units

### Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot

-  Very Stony Spot
-  Wet Spot
-  Other



### Special Line Features

-  Gully
-  Short Steep Slope
-  Other






### Political Features

-  Cities

### Water Features

-  Oceans
-  Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

## MAP INFORMATION

Map Scale: 1:4,930 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

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: 7/17/2006

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
2	Ridgebury fine sandy loam	0.3	0.3%
3	Ridgebury, Leicester, and Whitman soils, extremely stony	0.9	1.1%
45A	Woodbridge fine sandy loam, 0 to 3 percent slopes	5.2	6.5%
45B	Woodbridge fine sandy loam, 3 to 8 percent slopes	5.6	7.0%
46B	Woodbridge fine sandy loam, 2 to 8 percent slopes, very stony	18.0	22.4%
47C	Woodbridge fine sandy loam, 2 to 15 percent slopes, extremely stony	15.2	18.9%
84B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes	26.2	32.6%
84C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes	4.5	5.6%
84D	Paxton and Montauk fine sandy loams, 15 to 25 percent slopes	2.0	2.5%
85C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes, very stony	2.4	3.0%
<b>Totals for Area of Interest</b>		<b>80.2</b>	<b>100.0%</b>

## Map Unit Description (Brief)

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

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

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

## Report—Map Unit Description (Brief)

### State of Connecticut

**Description Category:** SOI

**Map Unit:** 2—Ridgebury fine sandy loam

Ridgebury Fine Sandy Loam 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 80 percent Ridgebury soils. 20 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 2.6 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 4w  
Typical Profile: 0 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

**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:** 45A—Woodbridge fine sandy loam, 0 to 3 percent slopes

Woodbridge Fine Sandy Loam, 0 To 3 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 0 to 3 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 2w Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

**Map Unit:** 45B—Woodbridge fine sandy loam, 3 to 8 percent slopes

Woodbridge Fine Sandy Loam, 3 To 8 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 3 to 8 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2w Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

**Map Unit:** 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

**Map Unit:** 47C—Woodbridge fine sandy loam, 2 to 15 percent slopes, extremely stony

Woodbridge Fine Sandy Loam, 2 To 15 Percent Slopes, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent 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 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

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

Paxton And Montauk Fine Sandy Loams, 3 To 8 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 3 to 8 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

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

Paxton And Montauk Fine Sandy Loams, 8 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

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



Paxton And Montauk Fine Sandy Loams, 15 To 25 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 15 to 25 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 15 to 25 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

**Map Unit:** 85C—Paxton and Montauk fine sandy loams, 8 to 15 percent slopes, very stony

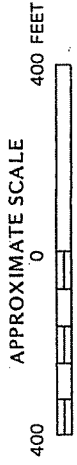
Paxton And Montauk Fine Sandy Loams, 8 To 15 Percent Slopes, Very Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 56 inches (889 to 1422 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

## Data Source Information

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







NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

TOWN OF  
WOODSTOCK,  
CONNECTICUT  
WINDHAM COUNTY

PANEL 26 OF 30  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

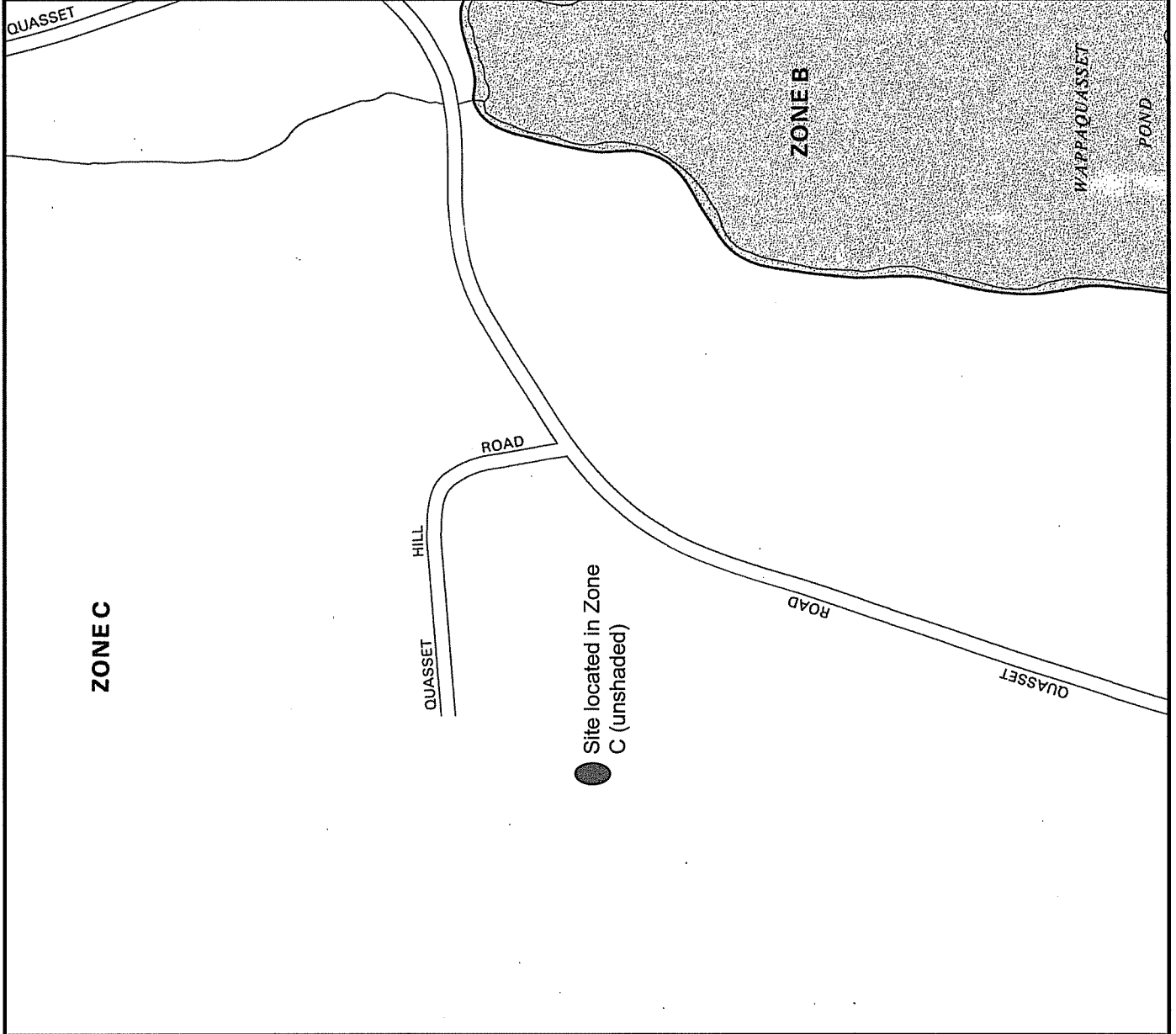
COMMUNITY-PANEL NUMBER  
090120 0026 B

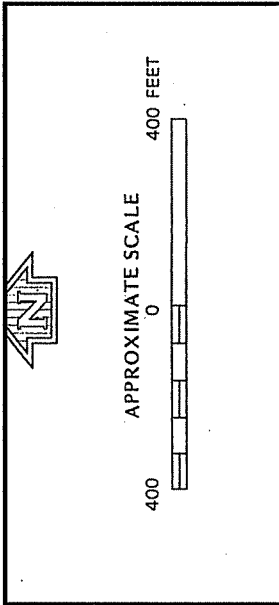
EFFECTIVE DATE:  
NOVEMBER 1, 1984



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](http://www.msc.fema.gov)





**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM FLOOD INSURANCE RATE MAP**


**TOWN OF WOODSTOCK, CONNECTICUT WINDHAM COUNTY**

**PANEL 26 OF 30**  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**  
090120 0026 B

**EFFECTIVE DATE:**  
NOVEMBER 1, 1984

Federal Emergency Management Agency



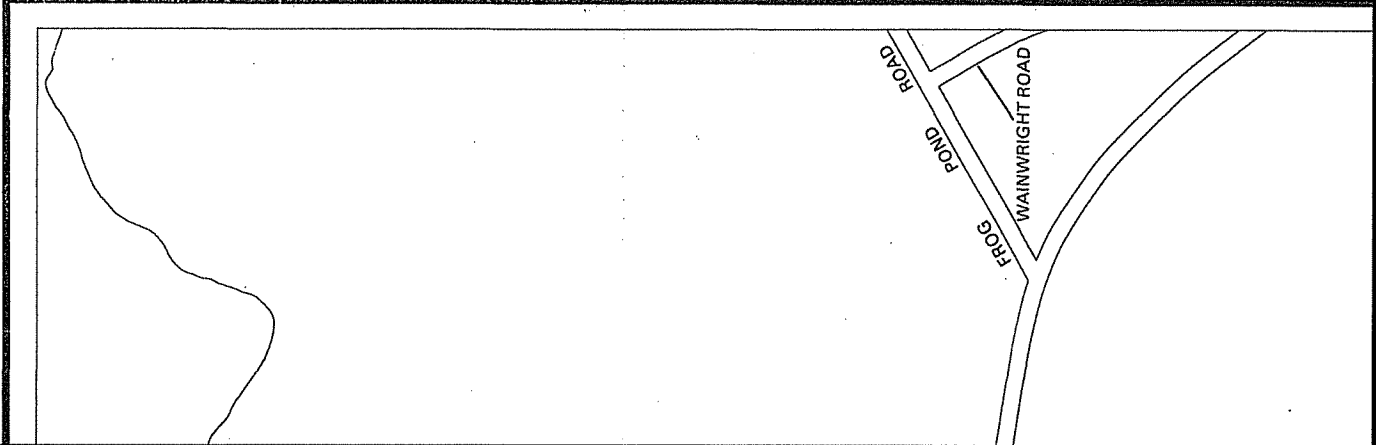
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KEY TO MAP	
500-Year Flood Boundary	—————
100-Year Flood Boundary	—————
Zone Designations*	
100-Year Flood Boundary	—————
500-Year Flood Boundary	—————
Base Flood Elevation Line With Elevation In Feet**	~~~~~513
Base Flood Elevation in Feet Where Uniform Within Zone**	(EL 987)
Elevation Reference Mark	RM7X
Zone D Boundary	—————
River Mile	● M1.5

\*\*Referenced to the National Geodetic Vertical Datum of 1929

**\*EXPLANATION OF ZONE DESIGNATIONS**

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave



AVIATION SYSTEMS, INC.

Phone: 310-530-3188 Fax: 310-530-3850

crisj@aviationsystems.com

www.aviationsystems.com

FAR PART 77 AIRSPACE OBSTRUCTION REPORT

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

Date: October 1, 2010

Location: Woodstock, CT

Client Case No: Woodstock Relo

ASI Case No: 10-P-7555.CT.007

**SUMMARY OF FINDINGS:**

There are no federal aviation regulatory or operational factors affecting this site and proposed structure. At this location any structure over 200 feet AGL will have to be filed with the FAA. A structure up to 151 feet AGL should receive a routine approval if it were to be filed with the FAA.

**SITE DATA:**

Structure: Antenna Tower

Coordinates: 41°-55'-46.83" / 071°-59'-23.28" [NAD 27]

41°-55'-47.18" / 071°-59'-21.55" [NAD 83]

Site Ground Elevation: 692' [AMSL]

Studied Structure Height (with Appurtenances): 151' [AGL]

Total Overall Height: 843' [AMSL]

**SEARCH RESULTS:**

- The nearest public use or military air facility subject to FAR Part 77 is Toutant Airport.
- The studied structure is located 3.16 NM / 19,210 feet SouthEast (117 ° True) of the Toutant Airport Runway 35.
- Other public or private airports or heliports within 3 NM:  None  Printout attached
- AM radio station(s) within 3NM:  None  Printout attached

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

**FINDINGS**

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

- Not required at studied height.
- Required at studied height.
- The No Notice Maximum height is 200 feet AGL.

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

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

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

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

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

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

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

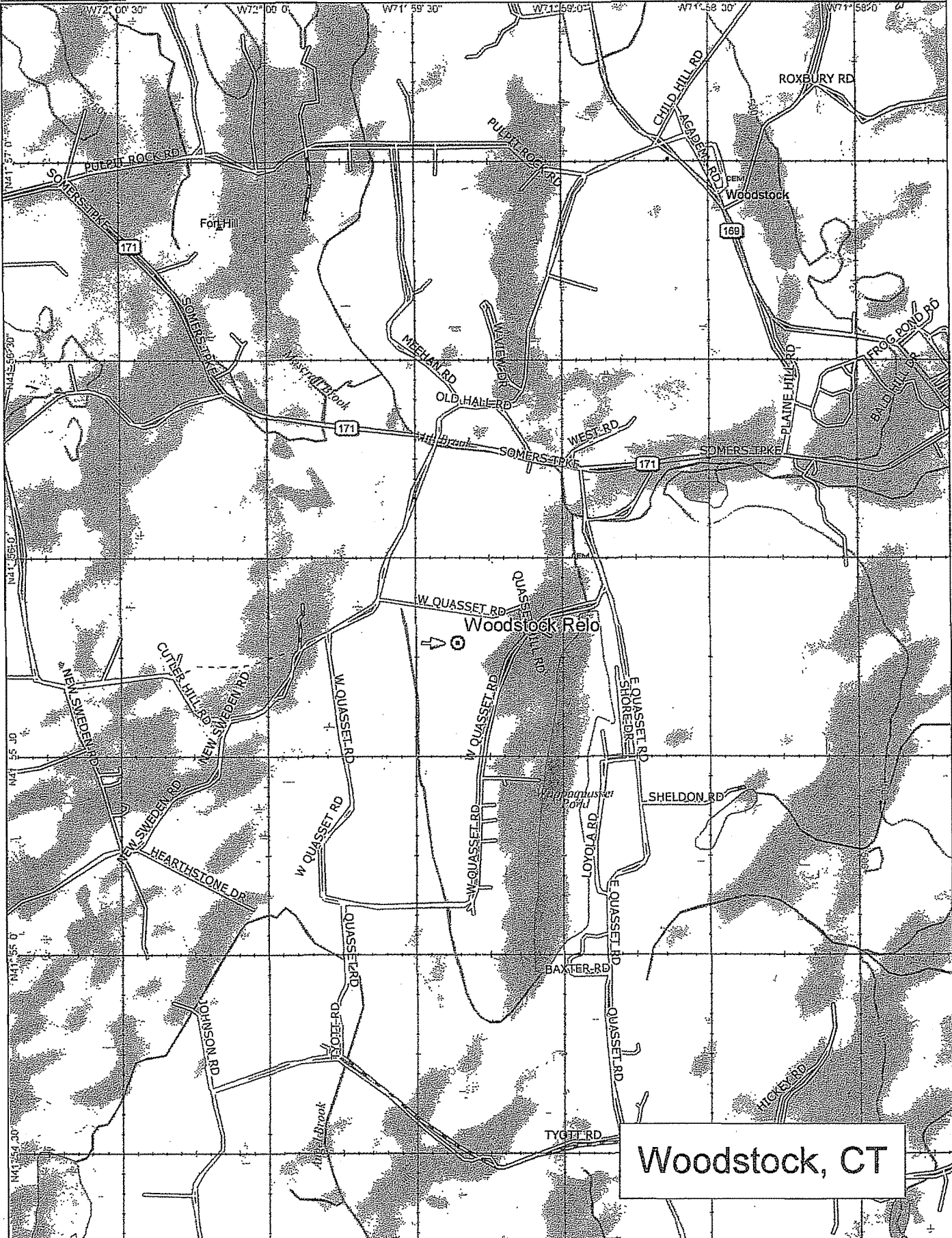
**Conclusions/Comments**

**Actions:**

ASI will file with FAA Region and State

Yes

No

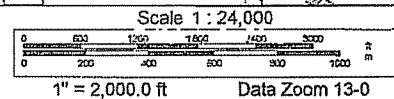
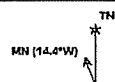


Woodstock, CT

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# Airports with Runways

Search Latitude: 41-55-47 Search Radius: 3  
 Search Longitude: 071-59-22 Height (MSL):

ID	Name	City	State	ARP Lat	ARP Long	Type	Rwy	Primary	RwyLat	RwyLong	Elev.	Dist/NM	Dist/feet	Bear
64CT	WOODSTOCK	SOUTH WOODSTOCK	CT	41-55-17.3510N	071-57-10.2630W	PR	01/19	01				1.71	10,414	106.96
64CT	WOODSTOCK	SOUTH WOODSTOCK	CT	41-55-17.3510N	071-57-10.2630W	PR	01/19	19				1.71	10,414	106.96

## FAA 2-C SURVEY CERTIFICATION

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

**Site Name:** WOODSTOCK RELO

**Address:** 87 West Quasset Road  
 Woodstock, Connecticut 06281

**Horizontal Datum:** NAD 83

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

**Structure Type:** Proposed Monopole

**Latitude:** 41°- 55'-47.184"N NAD 83

**Longitude:** 71°- 59'-21.547"W NAD 83

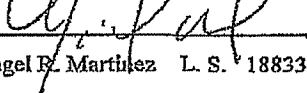
**Ground Elevation:** 692.0'± feet A.M.S.L.

**Top of Proposed Monopole:** 147.0'± feet A.G.L. (839.0'± A.M.S.L.)

**Top of Proposed Antenna:** 151.0'± feet A.G.L. (843.0'± A.M.S.L.)

**Certification:** I certify that the Latitude and Longitude noted hereon are accurate to within ± 50 feet horizontally and that the site elevation is accurate to within ± 20 feet vertically. With a proposed top of antenna height of 151.0'± AGL, the overall height will be 843.0'± A.M.S.L. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD 83) and are expressed in degrees minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1929 and expressed to the nearest foot.

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

**Signature:**   
**Surveyor/seal:** Angel B. Martinez L. S. 18833  
**Date:** August 11, 2010



## LAND LEASE AGREEMENT

This Agreement, made this 23<sup>rd</sup> day of June, 2010, between Quasset Hill Farm LLC with its principal offices located at PO Box 113, Woodstock, CT 06281, 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 87 West Quasset Road, Woodstock, Windham County, 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, Quasset Hill 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 Woodstock as Map 6393, Block 66, Lot 03 and is further described in Deed Book 394 at Page 012 as recorded in the Office of the Town of Woodstock Land Records.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. LESSEE agrees that any underground utilities located in the utility easement shall be buried at least three feet (3') underground, and within a certain portion of the easement the utilities shall be buried at least four feet (4') underground, all as noted on Exhibit A. LESSEE also agrees that it shall be responsible for maintaining and snowplowing the access Right of Way from Quasset Hill Road (identified as "existing dirt farm drive" on Exhibit A), but only to the extent necessary for LESSEE's access to the Premises.

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

3. TERM; RENTAL

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

██████████ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Rent for each year after the first lease year shall increase by ██████████ over the rent for each preceding year. The Agreement shall commence the first day of the month following the date (i) LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Agreement by the Parties, whichever is later, ("Commencement Date") LESSEE shall pay LESSOR a fee of ██████████ within forty-five (45) days of the full execution of this Agreement, which fee shall be non-refundable.

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

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

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

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

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

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

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each year of each such additional five (5) year term shall be increased by [REDACTED] per year as set forth above. The initial term and all extensions shall be collectively referred to herein as the "Term".

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

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

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that 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. Notwithstanding the foregoing, should LESSEE terminate this Agreement pursuant to Section 8(v) or 8(vi) above, LESSEE shall pay LESSOR a termination fee equal to six (6) months of the then current rental amount upon such termination.

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. In addition, the parties will indemnify each other from any claims of liability or losses incurred as a result of either party's breach of Section 13 hereof.

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. 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. LESSEE agrees that it will include LESSOR as an additional insured. Should LESSOR commence any commercial operations at the Property, specifically excluding agriculture, LESSOR agrees that it will obtain and maintain comparable insurance and include LESSEE as an additional insured.

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

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

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. LESSEE specifically acknowledges that LESSOR has an existing telecommunications tenant, American Tower, and that LESSEE shall not interfere with any equipment of American Tower existing prior to the date of this Agreement. 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 after LESSEE installs its equipment, 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. LESSEE agrees to indemnify and hold harmless LESSOR from any expenses incurred by LESSOR on account of LESSEE's failure to fulfill its obligations under this Section 14.

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

16. RIGHT OF FIRST REFUSAL. See Paragraph 36 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 or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

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

22. ASSIGNMENT AND SUBLETTING. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the

respective Parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee (s) shall be divided between the LESSOR and the LESSEE in the following manner: [REDACTED] to LESSOR and [REDACTED] to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee (s). "LESSOR may at any time request and LESSEE shall promptly supply a list of any or all Sublessees or other entities currently using the Premises, together with their addresses and contact information."

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: Harold Bishop  
Quasset Hill Farm, LLC  
PO Box 113  
Woodstock, CT 06281

With a copy to:

Douglas P. and Donna M. Young  
15 Quasset Raod  
Woodstock, CT 06281

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

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

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

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR, will use reasonably diligent efforts to obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

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

27. DEFAULT.

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

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

ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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

#### 29. ENVIRONMENTAL.

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

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

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

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the 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. In addition, all construction activities undertaken at the Property by LESSEE shall be at LESSEE's sole cost and expense and LESSEE shall hold LESSOR harmless from all costs relating thereto, including costs for all land use permits and fees. LESSEE agrees that it shall only use fully licensed and insured contractors and subcontractors for any work done at the Property or Premises. Prior to undertaking any construction, LESSEE shall provide LESSOR with a list of authorized contractors, including certificates of insurance naming LESSEE as an additional insured for any construction activities

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.

36. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term 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 of the Property containing the premises occupied by LESSEE, 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 such 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. An affidavit signed by the then owner of the Property attesting that such 30 days notice has been given and that LESSEE has declined to exercise such right of first refusal within such 30 days shall be conclusive evidence to all parties that the right of first refusal for such transaction has expired.


Notwithstanding the foregoing, for purposes of this Paragraph, the following transactions shall not oblige the LESSOR to grant LESSEE any right of first refusal: (i) 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, (ii) any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, (iii) any grant of any interest in or to any portion of the Property to a third party that is not for the purpose of operating and maintaining or managing communications facilities. For the purpose of this provision, the term "LESSOR" shall include any member of the LESSOR LLC.

Notwithstanding the foregoing provisions, transfers of said real estate or any portion thereof shall not be subject to the provisions of this right of first refusal with respect to any bonafide mortgage or hypothecation where the real estate or any portion thereof is conveyed to a commercial lender as security for a bonafide money debt. It being further expressly understood that "lender" shall not include an entity that operates, maintains or manages telecommunications sites.

SIGNATURE PAGES TO FOLLOW

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


LESSOR: QUASSET HILL FARM LLC

  
WITNESS Alice A. Wise

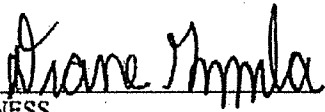
By:   
Harold Bishop


Its: Member

Date: June 23, 2010

  
William H. St. Onge

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

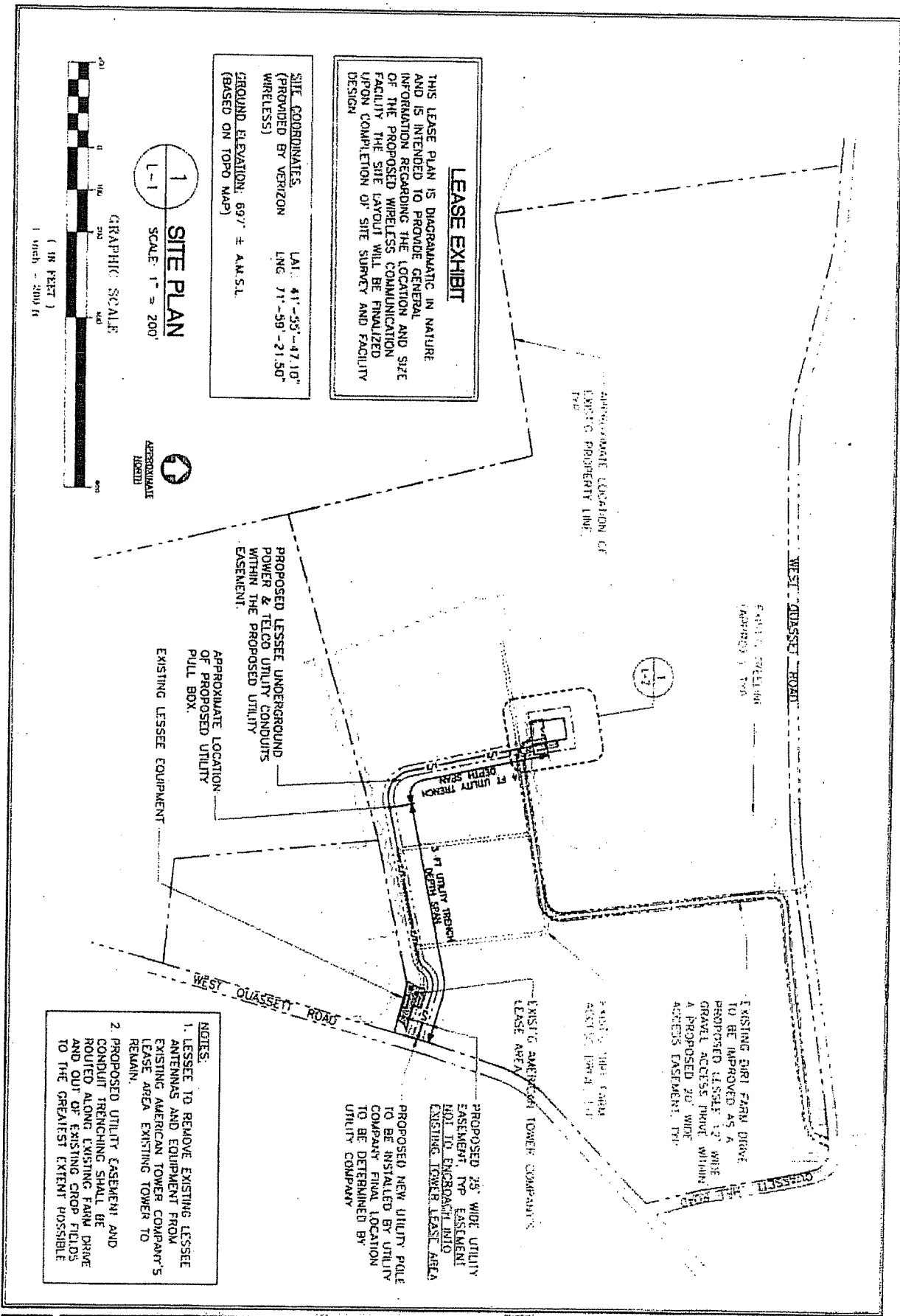
  
WITNESS

By:   
David R. Heverling  
Its: Area Vice President Network

Kevin Paul

Date: 8 9 10





**LEASE EXHIBIT**

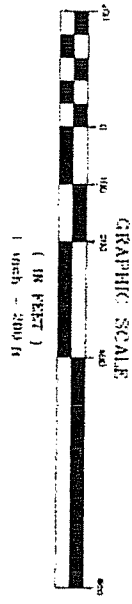
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

**SITE COORDINATES**  
 (PROVIDED BY VERIZON WIRELESS)

LAT: 41°-53'-47.10"  
 LONG: 71°-59'-21.50"

GROUND ELEVATION: 69.7' ± A.M.S.L.  
 (BASED ON TOPO MAP)

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



- NOTES:**
1. LESSEE TO REMOVE EXISTING LESSEE ANTENNAS AND EQUIPMENT FROM EXISTING AMERICAN TOWER COMPANY'S LEASE AREA EXISTING TOWER TO REMAIN.
  2. PROPOSED UTILITY EASEMENT AND CONDUIT TRENCHING SHALL BE ROUTED ALONG EXISTING FARM DRIVE AND OUT OF EXISTING CROP FIELDS TO THE GREATEST EXTENT POSSIBLE.

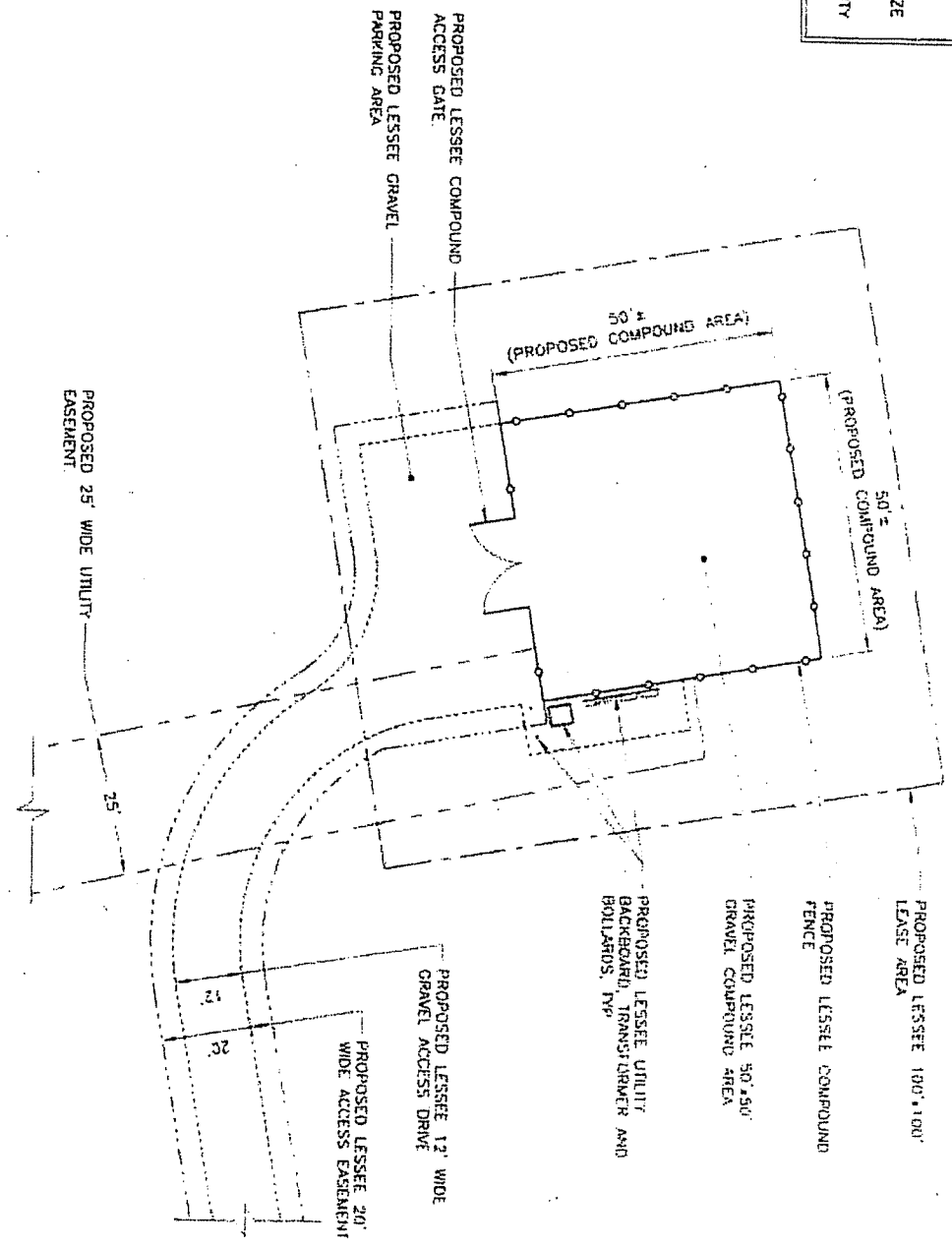
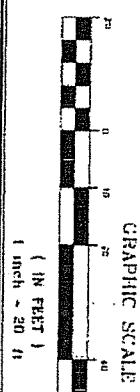
<p>WOODSTOCK RELO</p> <p>87 WEST QUASSETT ROAD WOODSTOCK, CT</p>	<p><b>NATCOMM</b></p> <p>101-466-0000 • 201-466-8887</p> <p>www.natcomm.com</p>	<p>DATE: 10/1/11</p> <p>SCALE: 1" = 200'</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p>	<p>PROJECT NO: [Number]</p> <p>SHEET NO: [Number]</p>

**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.

**LOWER NOTE:**  
LESSOR PROPOSING A MONOPOLY TOWER LOCATED WITHIN PROPOSED LEASE AREA

**1 PARTIAL SITE PLAN**  
L-2 SCALE 1" = 20'



NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
2	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
3	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
4	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
5	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
6	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
7	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
8	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
9	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD
10	10/15/08	PROPOSED LEASE EXHIBIT - PARTIAL SITE PLAN	J. W. WOOD	J. W. WOOD

**NATCOMM**  
COMMUNICATIONS DESIGNERS

201-444-0200 • 201-668-0587  
natcomm.com • info@natcomm.com  
65-5 N. Broadway St., Westport, CT 06880

Colco Partnership d/b/a Vortzon Wireless

**WOODSTOCK RELO**

87 WEST QUASSETT ROAD  
WOODSTOCK, CT

L-2