

Market: New England NSB
Cell Site Number: CT4067
Cell Site Name: New Milford Litchfield
Fixed Asset Number: 12676359

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by FIRSTLIGHT HYDRO GENERATING COMPANY, a Connecticut corporation, having a mailing address of 143 West Street, Suite E, New Milford, CT 06776 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 781 Kent Road, New Milford, in the County of Litchfield, State of Connecticut (collectively, the "**Property**"). Licensee desires to use a portion of the Property in connection with its federally licensed communications business. Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LICENSE OF PREMISES.** Licensor hereby licenses to Licensee a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Licensee's Communication Facility.

2. **PERMITTED USE.**

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Licensee or Licensor (collectively, the "**Permitted Use**").

(b) Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use except as such use is defined and limited herein. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**.

(c) For a period of ninety (90) days following the start of construction, Licensor grants Licensee, and its contractors and subcontractors, the right to use such portions of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility provided that such use does not adversely interfere with Licensor's use of the Surrounding Property for its business purposes. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, all at Licensee's expense. Licensee has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the

term of this Agreement. Licensee will be allowed to make such alterations to the Premises in order to ensure that Licensee's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(d) In the event Licensee desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Licensor agrees to license to Licensee such Additional Premises as Licensor reasonably determines can be made available to Licensee for such purpose, upon the same terms and conditions set forth herein, except that the License Fee (hereinafter defined below) shall increase, in conjunction with the license of the Additional Premises by the amount equivalent to the then-current per square foot License Fee rate charged by Licensor to Licensee times the square footage of the Additional Premises. Licensor agrees to take such actions and enter into and deliver to Licensee such documents as Licensee reasonably requests in order to effect and memorialize the license of the Additional Premises to Licensee in such event. In no event shall Licensor be required to make any Additional Premises available to Licensee if Licensor determines, in its sole discretion, that the licensing of such Additional Premises shall interfere in any way with Licensor's business or violate any federal, state or local law, rule or regulation applicable to the Additional Premises or to Licensor.

(e) Licensee acknowledges that the Property and the Premises constitute a portion of the property used by Licensor for the Housatonic River Hydroelectric Project licensed by the Federal Energy Regulatory Commission ("FERC") as Project No. 2576 (the "FERC Project"). Licensor shall have the right throughout the Term to impose reasonable additional conditions upon Licensee and its officers, employees, agents, contractors and invitees with respect to Licensee's use of the Property and the Premises which Licensor deems necessary or desirable to further Licensor's business interests or to assure the safety and security of Licensee's operation of the FERC Project, provided such additional conditions are applied uniformly to similarly situated licensees or tenants and are not revised in a manner which frustrates the purposes of this Agreement.

3. TERM.

(a) The initial license term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date, unless otherwise terminated pursuant to the terms of this Agreement.

(b) Provided that Licensee is not then in default hereunder, this Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions as set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly License Fees during such Annual Terms shall be equal to the License Fee paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement and expiration of the Removal Period (as defined in Section 13), then Licensee will be deemed to be occupying the Premises on a holdover basis and shall pay to Licensor for each calendar month or portion thereof of such [REDACTED] due for the month immediately prior to the commencement of such holdover period, such occupancy to be otherwise subject to the same terms and conditions of this Agreement until Licensee has vacated the Premises and removed its Communication Facility.

(d) The Initial Term, any Extension Terms, and any Annual Terms are collectively referred to as the Term ("Term").

4. LICENSE FEE.

(a) Commencing on the first day of the month following the date that Licensee commences construction (the "Commencement Date"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, [REDACTED], at the address set forth above. In any partial month occurring after the Commencement Date, the License Fee will be prorated, except during a holdover period. The initial License Fee payment will be forwarded by Licensee to Licensor within thirty (30) days after the Commencement Date.

(b) During each Extension Term, the monthly License Fee [REDACTED] the monthly License Fee paid during the immediately preceding term.

(c) In addition to the License Fee provided for herein, Licensee shall pay a one-time signing fee to Licensor of [REDACTED] due to Licensor within ten (10) days of the full execution of this Agreement. The signing fee shall be non-refundable.

(d) All charges payable under this Agreement such as [REDACTED] within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to any monthly License Fee, which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee, at Licensee's expense, with such applications and with obtaining and maintaining the Government Approvals. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities, at Licensee's expense.

(b) Licensee has the right to obtain a title report from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, provided that Licensor is given advanced notice of such surveying and, at its election, may reasonably determine the days and hours of access to the Property for such surveying and may send a representative of Licensor to accompany such surveyor while on the Property.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals, provided that Licensor is given advanced notice of such investigations and, at its election, may reasonably determine the days and hours of access to the Property for such investigation and may send a representative of Licensor to accompany such engineers or others while on the Property, and further provided that Licensee shall be liable to Licensor for any damage done to the Property as a result of any such investigations and shall indemnify and hold Licensor harmless from and against any claims related to any such investigations in accordance with Section 9.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to the Commencement Date;

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee [REDACTED] provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under the following Sections of this Agreement: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty; or

(f) by Licensor upon ninety (90) days prior written notice to Licensee in the event that Licensor is required to terminate the term hereof by any governmental regulatory authority having jurisdiction over the Property, including the Federal Energy Regulatory Commission. Such notice of termination shall include reasonable evidence from the governmental authority that this Agreement must be terminated.

7. INSURANCE.

(a) During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to [REDACTED]

[REDACTED] based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall contain a provision including Licensor as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and

(iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a) provided that Licensee provides to Licensor evidence satisfactory to Licensor in its sole discretion of the financial creditworthiness of Licensee or its affiliated parent company sufficient to support such self-insurance. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee so long as Licensee pays all expenses associated with such claim, including without limitation the legal fees and expenses incurred by Licensor; and

(iii) Licensor shall reasonably cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will use best efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall cease all operations within its control which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees or agents as required pursuant to the terms of this Agreement, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(d) Notwithstanding the foregoing indemnification, Licensee acknowledges (i) that the Premises are situated within an area designated by Licensor as a recreational area within the FERC Project, (ii) that members of the public have access to portions of the Surrounding Property for recreational purposes which may include, without limitation, hiking and hunting, and (iii) that Licensor shall have no responsibility or liability to Licensee for any acts or omissions of such users for damage or injury to the Communication Facility or to Licensee's employees, invitees, contractors, agents, or others acting on behalf of Licensee, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any

liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Licensee is not in default then Licensor grants to Licensee quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest, provided that Licensee shall reimburse Licensor in an amount not to exceed \$5,000 for any charge imposed by the mortgagee in connection with the negotiation, review and/or issuance of such an agreement.

11. **ENVIRONMENTAL.**

(a) Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 ("Claims"), to the extent arising from that party's breach of its obligations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property or Surrounding Property by Licensee.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Licensor shall continue to have access to the Property, excluding the Premises, at all times during the term of this Agreement, and Licensee shall grant Licensor access to the Premises upon Licensor's advance request therefor during regular business hours (or without notice and during non-business hours in the event of an

emergency). As may be described more fully in Exhibit 1, Licensor grants to Licensee a license for such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access at no additional cost to Licensee. Licensor will execute a right of way evidencing this right, if requested by Licensee, subject to review and approval by FERC. Licensor shall execute a letter granting Licensee Access to the Property substantially in the form attached as Exhibit 12; upon Licensee's request, Licensor shall execute additional letters or rights of way during the Term. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, [REDACTED] consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Notwithstanding the foregoing, Licensor shall not be liable to Licensee for, and there shall be no liquidated damages with respect to, any restriction of access to the Property ordered, directed or required by FERC or any other governmental authority having jurisdiction over the Property.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Licensee will repair any damage to the Property resulting from Licensee's removal activities and will return the Property to its condition immediately prior to the Effective Date of this Agreement, by removal of all personal property, structures and improvements but without re-landscaping, if so requested or required by Licensor or FERC. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the earliest of the end of the Term, cessation of Licensee's operations at the Premises, or any earlier termination of the Term in accordance with the provisions hereof (the "Removal Period") shall, at Licensor's sole election, either be deemed abandoned and owned by Licensor or shall remain the property of Licensee and may be removed by Licensor at Licensee's expense. Licensee shall reimburse Licensor for any costs incurred by Licensor for removal, transportation and disposal of the Communication Facility and restoration of the Property within thirty (30) days of Licensor's invoice therefor. Licensee shall surrender the Premises and the Property to Licensor free and clear of all liens and encumbrances relating to the Communication Facilities.

14. **MAINTENANCE/UTILITIES.**

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will maintain and repair the Property and access thereto and all areas other than the Premises in good condition, subject to reasonable wear and tear and damage from the elements. Licensee will be responsible for maintenance of any landscaping on the Property installed by Licensee as a condition of this Agreement or of any required permit.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to submeter from Licensor. When submetering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensor agrees that it will not include a markup on the utility charges. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within forty-five (45) days of receipt of the usage data and required forms. If Licensee submeters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned

interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption subject to Licensor's prior approval of the location, safety and security, capacity, duration and connection of such alternative power supply, which approval shall not be unreasonably withheld, conditioned, or delayed. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(c) Licensor hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Licensee an easement over the Property, from an open and improved road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Licensee's or service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of License Fees if such fees remains unpaid for more than twenty (20) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a non-monetary default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by and subject to the terms of Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to use its best efforts to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the reasonable costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Licensor's consent, to: (a) Licensee's Affiliate, (b) any entity with a net worth of at least [REDACTED] (c) any entity that acquires all or substantially all of the Licensee's assets in the market (as defined by the Federal Communications Commission) in which the Property is located. Upon notification to Licensor of such assignment, transfer or sale and delivery to Licensor of a fully-executed assignment and assumption agreement pursuant to which the assignee assumes all of Licensee's obligations and liabilities hereunder, then Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee shall have the right to sublease space upon the telecommunications tower located on the Premises, in whole or in part, without Licensor's consent. Licensee may not otherwise assign this Agreement without Licensor's consent, Licensor's consent not to be unreasonably withheld, conditioned or delayed.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site #: CT4067; Cell Site Name: New Milford Litchfield (CT)
Fixed Asset No.: 12676359
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: CT4067; Cell Site Name: New Milford Litchfield (CT)
Fixed Asset No.: 12676359
15 East Midland Ave.
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor:

FirstLight Hydro Generating Company
143 West Street Extension, Suite E
New Milford, CT 06776

With a copy to:

FirstLight Power Resources, Inc.
200 Glastonbury Boulevard, Suite 303
Glastonbury, CT 06033
Attn: Legal Department

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will endeavor to provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid License Fees, and business dislocation expenses, provided, however, that no award to Licensee shall diminish an award to Licensor. Licensee will be entitled to reimbursement for any prepaid License Fees on a prorata basis.

19. **CASUALTY.** Licensor will endeavor to provide notice to Licensee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof under Licensee's insurance policies and to be reimbursed for any prepaid License Fees on a prorata basis. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, at no additional charge beyond the License Fees due hereunder, until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within thirty (30) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section, then Licensor will promptly rebuild or restore any portion of the Property (excluding the Communication Facility and any other improvements originally installed or constructed by Licensee) interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the License Fee shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LIENS.** Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent. Licensee agrees that it will not allow any lien to be placed on the Premises or the Property or Surrounding Property as a result of any work performed or service rendered to or on behalf of Licensee, and in the event of such a lien Licensee will remove such lien via payment of the amount due, or with Licensor's prior consent bonding of such amount, within thirty (30) days of the placement of any such lien.

21. **TAXES.**

(a) Licensor shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Licensor. Licensee shall be responsible for any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Premises, Licensor shall provide Licensee with copies of each such notice promptly upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's leasehold improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other

proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations (in which case Licensee shall arrange for and pay the expense of any bond requested by Licensee if such deferral could result in a lien on the Property), pay same under protest, or take such other steps as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensor shall not cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensee.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Licensee shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes during the term of this Agreement, Licensee shall be required to provide Licensee's new tax address to Licensor and to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: CT4067; Cell Site Name: New Milford Litchfield (CT)
Fixed Asset No.: 12676359
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Licensor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send copies of the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such document copies, Licensee may to make payments under this Agreement to Licensor.

- i. New deed to Property
- ii. Bill of Sale or Transfer (if applicable)

- iii. IRS Form W-9 for new owner
- iv. Completed and Signed AT&T Payment Direction Form
- v. Contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of the proposed installation, operation or maintenance of such wireless communications facility or equipment.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **No Recording.** Neither party may record this Agreement and any such recordation by or on behalf of Licensee shall constitute a default hereunder. Failure to remove or release any such recordation at the request of Licensor shall constitute grounds for termination of this Agreement.

(c) **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's ownership and/or use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any of Licensor's improvements on the Property. Licensee acknowledges that this Agreement requires the approval of FERC prior to its effectiveness, and Licensor agrees to seek such approval with diligence.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable unless the context requires otherwise; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any

issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee following its approval by FERC. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. The defaulting party shall also pay to the non-defaulting party any and all fees and expenses incurred by the non-defaulting party in enforcing the provisions of this Agreement upon default hereunder by the defaulting party, regardless of whether or not such enforcement results in litigation. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **FERC Project Protection.** Licensee's use of the Property and Premises shall not endanger health, create a nuisance, or otherwise be incompatible with overall FERC Project recreational use; Licensee shall take all reasonable precautions to ensure that the construction, operation and maintenance of structures or facilities on the Property will occur in a manner that will protect the scenic, recreational, and environmental values of the FERC Project; and Licensee shall not unduly restrict public access to FERC Project waters.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LICENSOR"

FirstLight/Hydro Generating Company

LEW By: [Signature]
Print Name: Herman Schopman
Its: President
Date: June 10th 2013

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Eric Schneider
Its: Area Manager for Recon
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

LICENSOR ACKNOWLEDGMENT

State of Texas

County of Harris

On this the 10th day of July, 2013, before me, the undersigned officer, personally appeared Herman Schopman, who acknowledged himself to be the President of FirstLight Hydro Generating Company, a Connecticut corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

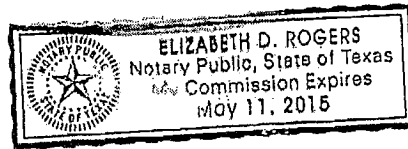
In witness whereof I hereunto set my hand.

Elizabeth D. Rogers

Notary Public

Print Name: Elizabeth D. Rogers

My Commission Expires: May 11, 2015



IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LICENSOR"

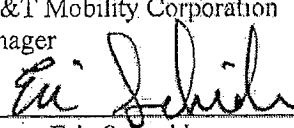
FirstLight Hydro Generating Company

By: _____
Print Name: _____
Its: _____
Date: _____

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Eric Schneider
Its: Area Manager for Recon
Date: 6/11/13

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

State of Connecticut

County of Hartford

On this the 11 day of June, 2013 before me, Hollis M Redding, the undersigned officer, personally appeared Eric Schneider who acknowledged himself to be the Area Mgr RELOW of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that he, as such Area Mgr RELOW being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Area Mgr RELOW

In witness whereof I hereunto set my hand.

Hollis M Redding

Notary Public

Print Name: Hollis M Redding

My Commission Expires: 9/30/17

LICENSOR ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____

In witness whereof I hereunto set my hand.

Notary Public

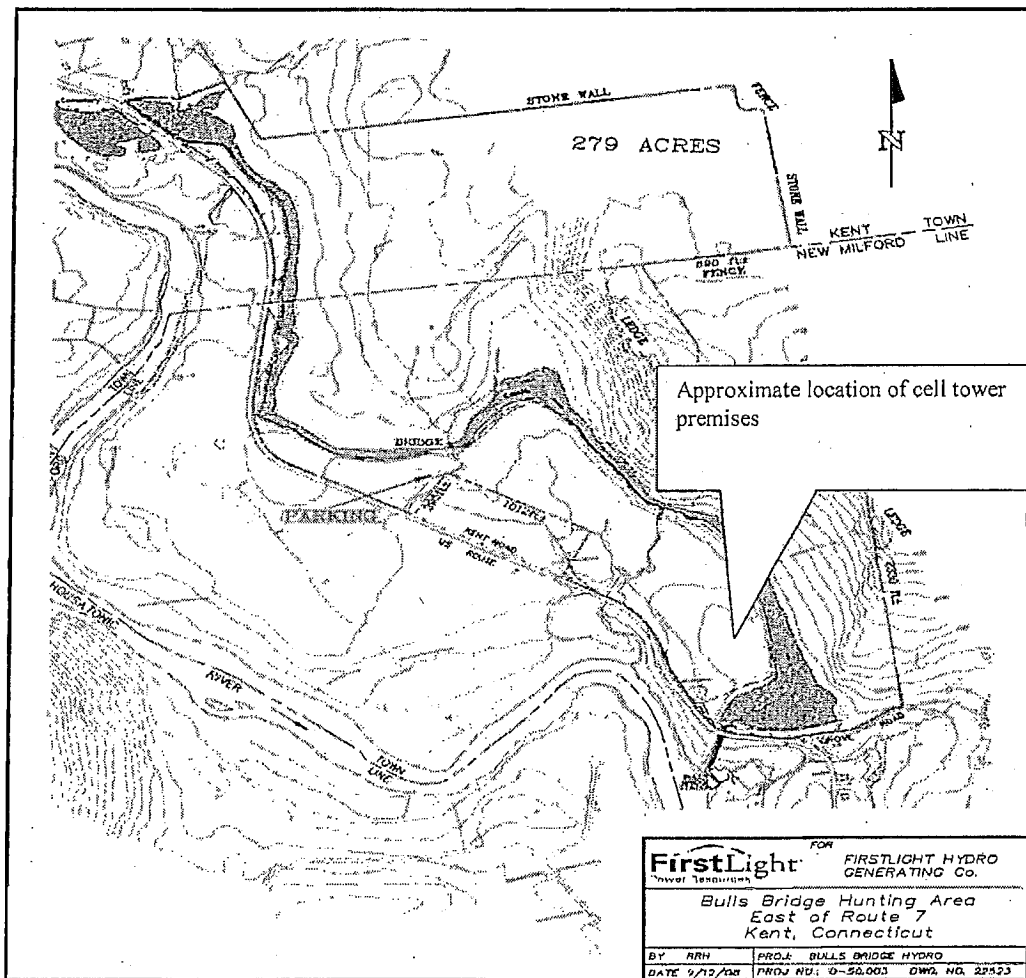
Print Name: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the License Agreement dated June 11, 2013, by and between FIRSTLIGHT HYDRO GENERATING COMPANY, a Connecticut corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

LEASE EXHIBIT

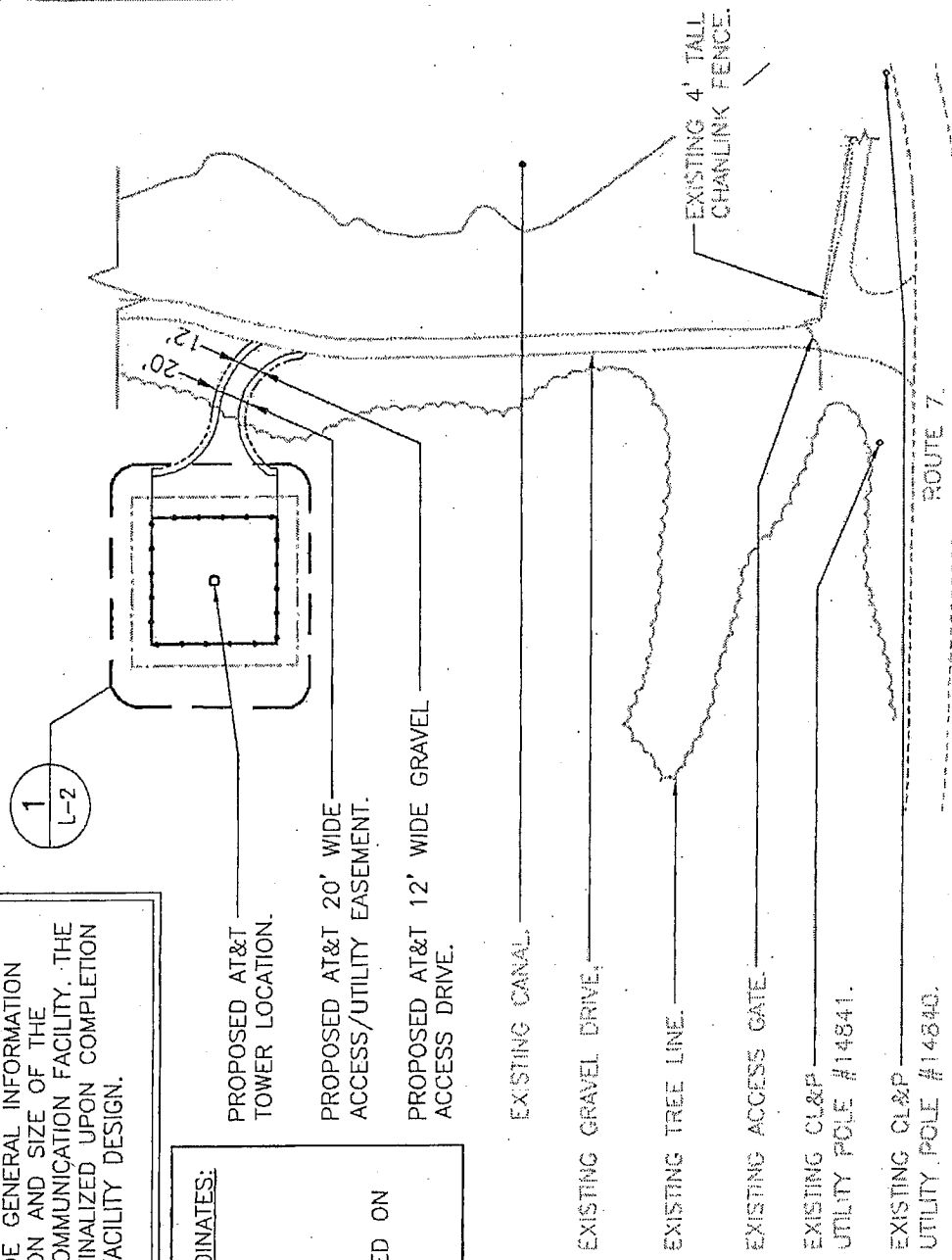
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

PRELIMINARY SITE COORDINATES:

LAT.: 41°-39'-41"
 LNG.: -73°-29'-29"
 TAKEN IN FIELD.

GROUND ELEVATION:

370' ± A.M.S.L.
 GROUND ELEVATION BASED ON AVAILABLE TOPOGRAPHIC MAPPING.



1
L-1

SITE PLAN
 SCALE: 1"=100'-0"

GRAPHIC SCALE
 (IN FEET)
 1 inch = 100 ft.

REV.	DATE	BY	CHK'D BY	DESCRIPTION
0	04/11/13	HMR		LEASE EXHIBIT-CURRENT REVIEW

DESIGNED BY: HMR
 DRAWN BY: HMR
 CHECKED BY: DMD

PROPOSED TOWER 20'

ES&S
 ENGINEERING & SURVEYING

CENTEK
 COMMUNITY DEVELOPMENT

1000 Old York Rd.
 225 North Franklin Road
 Westfield, CT 06097
 www.centek.com

AT&T MOBILITY

SITE NUMBER: CT4067
 SITE NAME: NEW MILFORD
 381 KENT ROAD
 NEW MILFORD, CT

DATE: 04/11/13
 SCALE: AS SHOWN
 JOB NO. 13072

SHEET NO.
L-1

DESIGNED BY: HMR	DATE: 09/11/13
DRAWN BY: DWD	CHK'D BY:
DESCRIPTION: LEASE EXHIBIT-CLIENT REVIEW	REV. DATE

PROPOSED AT&T 150' TALL MONOPOLE TOWER.

STAN

CENEX

1000 W. 1000 N.
 5000 W. 1000 N.
 5000 W. 1000 N.
 5000 W. 1000 N.
 5000 W. 1000 N.
 5000 W. 1000 N.

AT&T MOBILITY

SITE NUMBER: CT4067

SITE NAME: NEW MILFORD

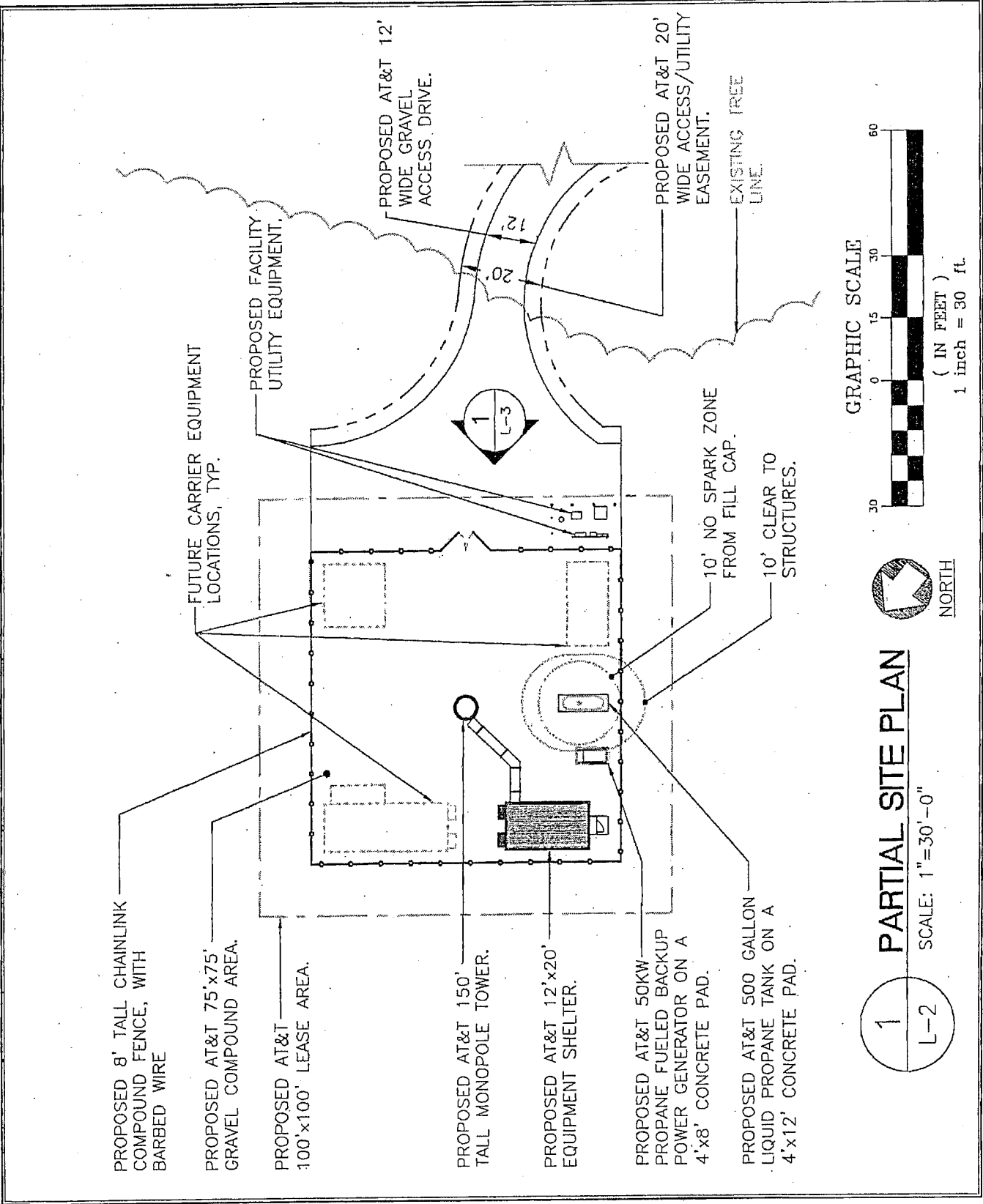
381 KENT ROAD
 NEW MILFORD, CT

DATE: 09/11/13

SCALE: AS SHOWN

JOB NO. 1.3072

SHEET NO. L-2



PROPOSED 8' TALL CHAINLINK COMPOUND FENCE, WITH BARBED WIRE

PROPOSED AT&T 75'x75' GRAVEL COMPOUND AREA.

PROPOSED AT&T 100'x100' LEASE AREA.

PROPOSED AT&T 150' TALL MONOPOLE TOWER.

PROPOSED AT&T 12'x20' EQUIPMENT SHELTER.

PROPOSED AT&T 50KW PROPANE FUELED BACKUP POWER GENERATOR ON A 4'x8' CONCRETE PAD.

PROPOSED AT&T 500 GALLON LIQUID PROPANE TANK ON A 4'x12' CONCRETE PAD.

FUTURE CARRIER EQUIPMENT LOCATIONS, TYP.

PROPOSED FACILITY UTILITY EQUIPMENT.

PROPOSED AT&T 12' WIDE GRAVEL ACCESS DRIVE.

PROPOSED AT&T 20' WIDE ACCESS/UTILITY EASEMENT.

EXISTING TREE LINE.

10' NO SPARK ZONE FROM FILL CAP.

10' CLEAR TO STRUCTURES.

GRAPHIC SCALE (IN FEET)



1 inch = 30 ft.



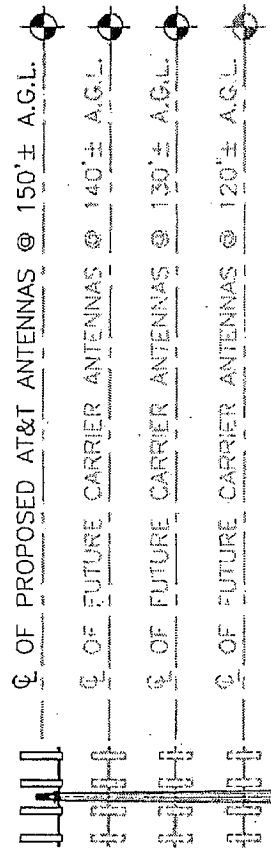
NORTH

1 PARTIAL SITE PLAN

SCALE: 1"=30'-0"

1 L-2

NOTE:
 THE PROPOSED AT&T ANTENNA INSTALLATION TO CONSIST OF (3) SECTORS OF (4) PANEL ANTENNAS PER SECTOR FOR A TOTAL OF (12) PANEL ANTENNAS. ADDITIONALLY, (15) RRHs AND (3) SQUID SURGE ARRESTORS WILL BE INSTALLED AT THE ANTENNA LEVEL. REFER TO AT&T'S FINAL RADIO FREQUENCY DATA SHEET (RFDS) TO BE FURNISHED BY AT&T DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.



150'±

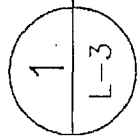
PROPOSED AT&T 150' TALL MONOPOLE TOWER

PROPOSED 8' TALL CHAINLINK COMPOUND FENCE, WITH BARBED WIRE.

PROPOSED AT&T 12'x20' EQUIPMENT SHELTER.

PROPOSED FACILITY UTILITY EQUIPMENT.

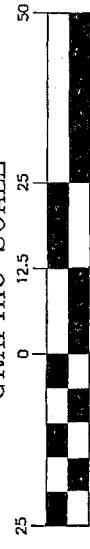
GRADE



SOUTH ELEVATION

SCALE: 1" = 25' - 0"

GRAPHIC SCALE



(IN FEET)
 1 inch = 25 ft.

DESIGNED BY: HMR	DRAWN BY: DMD	DATE: 04/11/13	REV: 0
CHECKED BY: DMD	DATE: 04/11/13	DESCRIPTION: LEASE EXHIBIT - CLIENT REVIEW	

PROPOSED POWER PLAN

AT&T MOBILITY
 SITE NUMBER: CT4067
 361 KENT ROAD
 NEW MILFORD, CT

DATE: 04/11/13
 SCALE: AS SHOWN
 JOB NO. 13072

SHEET NO
L-3