

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF ECO-SITE AND T-MOBILE
NORTHEAST, LLC FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND
PUBLIC NEED FOR THE CONSTRUCTION,
MAINTENANCE, AND OPERATION OF A
TELECOMMUNICATIONS FACILITY
LOCATED AT 248 HALL HILL ROAD,
SOMERS, CONNECTICUT

DOCKET NO. 476

November 9, 2017

RESPONSES TO SITING COUNCIL INTERROGATORIES, SET I

Notice

- Q1. Of the letters sent to abutting property owners, how many certified mail receipts were received? If any receipts were not returned, which owners did not receive their notice? Were any additional attempts made to contact those property owners, e.g. via first class mail?
- A1. *Three letters were not confirmed received. Two follow up letters were sent on July 31, 2017 and a third recipient was confirmed through the USPS website. Please see Attachment 1.*
- Q2. On pages 5 and 6 of the Application, Eco-Site, Inc. (Eco-Site) and T-Mobile Northeast, LLC (T-Mobile) (collectively, the Applicant) note that, "The original affidavits of publication will be provided to the Siting Council once received from the publisher." Please provide a copy of such affidavits of publication.
- A2. *Please find original affidavits included with this submission and copies included as Attachment 2.*

Municipal Consultation

- Q3. Referencing Tab 9 of the Application, by letter dated June 29, 2017, the Applicant provided the "final revised visual analysis report" to the Town of Somers (Town). Has the Applicant received any comments from the Town since that submittal?
- A3. *Yes, the final visual report was submitted on June 29, 2017 to the First Selectman's office with copies to the agencies identified under C.G.S Section 16-50l. No comments were received.*

Lease Agreement

- Q4. Pursuant to CGS §16-500, please submit a copy of the lease for the proposed site.
- A4. *Please find a redacted version of the lease included as Attachment 3. Unredacted pages have been submitted under protective order.*

Tower Site

- Q5. Referencing Drawing Z2D, what is the name of the Enfield public school located approximately 9,000 feet to the southwest of the proposed facility? Where is the nearest commercial child day care center from the proposed facility located? Provide the name of such commercial day care facility and include the distance and direction from the proposed tower.
- A5. *The Enfield public school name is "Nathan Hale School". The nearest commercial child day care center is "Lego Creative Child Care Center", located at 561 Taylor Road, Enfield, CT 06071. The distance is approximately 7,950' to the West-Northwest of the site.*
- Q6. How many off-site residences are located within a 1,000-foot radius of the proposed site?
- A6. *There are a total of 14 residential structures located within 1000' of the proposed site. This is inclusive of the residential structural on the parcel in which this site is located. This has been updated on sheet Z2A of the drawing package.*

Design and Construction

- Q7. Quantify the amounts of cut and fill that would be required to develop the proposed facility.
- A7. *The total amount of cut for the project site is 39 cubic yards. The total amount of fill for the site is 9 cubic yards.*
- Q8. Would any blasting be required to develop the site?
- A8. *Blasting is not anticipated. If necessary chipping will be the first preferred option for rock removal.*
- Q9. Under Attachment 5 of the Application, on page 1 of the National Resources Checklist & Exemption Review, the Applicant checked "yes" that the undertaking would involve the removal of trees. How many trees six inches diameter or greater would be removed to construct the facility?

- A9. *It is estimated that 33 trees larger than 6" DBH would need to be removed as a result of this project.*
- Q10. On Drawing Z-2, the Applicant shows the approximate location of an existing utility pole on the opposite side of Hall Hill Road as the proposed facility. Would the proposed utilities have an overhead or underground crossing of Hall Hill Road? Has the Applicant considered underground or "trenching" utilities across Hall Hill Road (to reach the pole) to reduce the visual impact?
- A10. *Overhead crossing is preferred but is dependent upon utility company specification and design. An underground crossing would be restrictive across the state highway and would require approval by the Department of Transportation.*
- Q11. Have any other wireless carriers expressed an interest in co-locating on the proposed facility to date? To date, has the Town of Somers expressed an interest in co-locating emergency services antennas? Would Eco-Site provide space for municipal emergency services antennas, if requested?
- A11. *By letter dated October 4, 2017 counsel for Verizon indicated that this area of the state is not in that carrier's current build plan but Verizon does indeed have a need in the area and if this area were in Verizon's building plan today it would likely seek to co-locate at the 120' level depending on various factors.*
- Q12. Would the proposed compound fence have an anti-climb design? Are privacy slats proposed?
- A12. *The proposed fence is to have (3) strands of barbed wire. There are no privacy slats proposed.*
- Q13. Provide the width of the tower at the top and the width of the tower at the base.
- A13. *The diameter at the base of the tower would be approximately 6' in diameter with the top of the tower approximately 2' in diameter. Final specifications may be less with final tower product ordering.*
- Q14. Provide the average or maximum percent grade of the proposed access drive.
- A14. *The average percent grade from Hall Hill Road to the parking and turn around area near the proposed site is approximately 1.2%.*
- Q15. Would the tower and foundation be designed to accommodate an increase in tower height? If yes, by how many feet?

- A15. *If it was determined there was a carrier need greater than what is currently proposed the tower and foundation could be designed for an increase of up to 10% in height.*
- Q16. Referencing the Connecticut Department of Transportation comments dated September 5, 2017, would the Applicant apply for a Highway Encroachment Permit for any work performed within the Route 186 right-of-way?
- A16. *Yes, any necessary permits for work in the highway right-of-way will be obtained.*

Agriculture

- Q17. Has the State of Connecticut Department of Agriculture purchased any development rights for the proposed site as part of the State Program for the Preservation of Agricultural Land?
- A17. *The property owner has confirmed that no development rights have been purchased by or conveyed to the Department of Agriculture.*
- Q18. Is any portion of the site currently in productive agricultural use? If so, is it used by the property owner or is it leased to a third party? Could the project qualify under the Agricultural Virtual Net Metering Program or other agriculturally-friendly renewable energy program?
- A18. *The property is used for hay production by a third party. It is not believed that the project qualifies for a renewable energy program.*
- Q19. Does the proposed site contain any Connecticut Prime Farmland and/or Important Agricultural Soils? If so, what acreage of prime and important soils would the facility and associated equipment be located on?
- A19. *While the property contains prime farmland soils the location of the proposed compound is not in active agricultural use. The proposed compound is only 2,500 square feet and inclusive of the gravel access drive the facility in its entirety would be approximately 0.37 of an acre.*
- Q20. What impacts, if any, would the proposed project have on the soil productivity of the site? Would the project developer be willing to discuss and/or implement any potential restoration methods to be employed at the end of the project's useful life with the property owner? If so and if applicable, could these potential restoration methods be addressed in the Project Decommissioning Plan?
- A20. *Long term impacts to soil productivity are not expected as the access drive will be gravel and if required at the end of the useful life of the facility can*

be removed. A project decommissioning plan would seem unnecessary given the small-scale nature of the facility.

Q21. Is there any environmental contamination on the proposed site from any previous agricultural use (ex. Soil and/or water contamination)? If so, how would the petitioner remediate the pre-existing soil and/or water contamination?

A21. *There is no known contamination of the soils.*

Q22. Is the site parcel part of the Public Act 490 Program? If so, how does the town land use code classify the parcel? For example, is the parcel classified as "Tillable D – good to fair"?

A22. *Yes, the property assessor has confirmed that the property is part of Public Act 490 and is considered Tillable D Farmland.*

Site Search

Q23. When was the search ring first established for this area? What is the approximate radius of the search ring for this area? Provide the approximate longitude and latitude coordinates of the center of the search ring for this area.

A23. *The search ring was established February 11, 2016. The ring is 0.5 miles in radius from the center point; Lat: 42.017291, Long: -72.494648.*

Q24. In Site Search Summary under Attachment 2 of the Application, the Applicant notes that the Young Property at 163 Bilton Road, Somers was rejected by T-Mobile due to the lack of coverage in the target area. Does this mean that there is insufficient existing coverage to hand off to an adjacent tower, or this location would not meet T-Mobile's coverage objectives? Explain.

A24. *The Young property was rejected because it was located too far north to provide adequate coverage to the coverage objective along Route 186 (Hall Hill Road) as well as the surrounding neighborhoods including Rye Hill Circle, McCulloch Drive and Blue Ridge Drive.*

Q25. Page 14 of the Application notes that, "No tall structures in this area of the Town were found suitable to provide the service needed by AT&T." Did the Applicant mean "T-Mobile" instead of "AT&T"?

A25. *Correct.*

Q26. Could the required coverage and/or capacity needs, as applicable, be met by a series of small cell facilities rather than the proposed macro tower facility?

A26. *No, T-Mobile's needs could not be met with a series of small cell facilities given the nature of the area which T-Mobile is seeking to serve with this facility and the limited range of small cell facilities.*

Radio Frequency Issues

Q27. Would the proposed site be needed for coverage, capacity, or both? Explain.

A27. *T-Mobile is seeking the proposed facility for a combination of coverage as well as capacity for neighboring T-Mobile facilities. Since T-Mobile coverage along the Route 186 and 190 corridors and surrounding area in Somers is below the minimum design threshold, initial reliable coverage is the primary driver for this facility. With the overlap on adjacent neighboring facilities, coverage from the proposed facility will enhance existing coverage in the edge areas for these neighboring facilities where signal quality tends to be degraded. This degraded coverage area at the cell edges results in low throughput rates for data, excessive data retransmissions and poor voice quality which contribute continual traffic loading and resources that are not available to customers in more robust coverage environments where higher order modulation schemes can be utilized and signal quality, data throughput and capacity can be controlled more efficiently and effectively. This results in better customer satisfaction, network reliability and overall better system design.*

Q28. Does T-Mobile seek to deploy both 700 MHz and 2100 MHz at the proposed facility? If yes, would both frequency bands be deployed initially, or would one be deployed first and the other in the future? Does T-Mobile seek to deploy 850 MHz or 1900 MHz service at the proposed facility at this time?

A28. *T-Mobile plans to utilize both 2100 MHz and 700 MHz spectrum on this facility. Both bands would be deployed immediately. At this time T-Mobile is not considering deploying 1900 MHz spectrum at this facility. Additionally, T-Mobile is not licensed for any 850 MHz spectrum in Connecticut. Since T-Mobile only holds a 5 MHz license in the 700 MHz band, the majority of traffic will be handled by the 2100 MHz coverage layer.*

Q29. Would all frequencies be used to transmit voice and data?

A29. *All frequencies deployed in the 700 MHz and 2100 MHz bands would be for both voice and data traffic.*

Q30. The Applicant listed five existing T-Mobile sites under Attachment 1. Would the proposed facility interact with all five of these facilities to hand off traffic? What are the heights of these five facilities? Is the 196 Pioneer Heights, Somers facility a self-supporting lattice tower?

- A30. *While there are five (5) sites listed in the surrounding site list, there will primarily only be solid connectivity to CT11531C, a monopole located at 400 Main Street in Somers. There will also be some connectivity between the proposed facility and sites CTHA170C, a monopole located at 188 Moody Street in Enfield and CT11533B, a monopole located on 37 Bacon Road in Enfield. For these two sites, connectivity with the proposed facility would be at coverage levels lower than the minimum design threshold for T-Mobile in this area. Customers would most likely experience degraded or no service in these areas before connection to the neighboring site. The heights of the facilities are included in Attachment 1. Please note however that CTHA534A is a self-supporting lattice tower and the correct address is 126 Pioneer Heights.*
- Q31. What is the lowest centerline height at which T-Mobile's antennas could achieve its coverage objectives from the proposed site?
- A31. *Currently 175 feet is the lowest acceptable height for this location. At heights below 175 feet, the ability to cover the surrounding targeted neighborhoods including Rye Hill Circle, McCulloch Drive and Blue Ridge Drive reduces as coverage falls below the minimum design threshold for in-building residential service.*
- Q32. What is the signal strength for which T-Mobile designs its system? For in-vehicle coverage? For in-building coverage?
- A32. *T-Mobile's design signal level thresholds are -114 dBm for in Vehicle Coverage, -97 dBm for In Building – Residential coverage and -91 dBm for in-building - commercial coverage. The objective of the proposed facility is for in building residential and in building commercial coverage.*
- Q33. What are the existing signal strengths within the area T-Mobile is seeking to cover from this site based on 700 MHz, 2100 MHz, or as applicable?
- A33. *The existing signal strength within the intended coverage area ranges from approximately -91 dBm in the overlap area with CT11531C to the east to well below -97 dBm, which is the minimum design threshold for signal level for T-Mobile, in the majority of the coverage objective.*
- Q34. Does T-Mobile have any statistics on dropped calls and/or ineffective attempts in the vicinity of the proposed facility? If so, what do they indicate? Does T-Mobile have any other indicators of substandard service in this area?
- A34. *Currently, the two sectors immediately adjacent to the proposed coverage area, CTHA170C and CT11530B, have average VOLTE dropped call rates exceeding 2% with CT11530B averaging around 15%. In addition, data testing indicates that substandard or nonexistent data service is provided within the area identified as a need for this site.*

- Q35. If the proposed facility would provide capacity relief, which nearby wireless facilities (or sectors) are nearing capacity limits? At what frequencies? Please include a projected exhaustion date for each of these sectors. Would the deployment of the proposed facility be sufficient to address these capacity concerns or would an additional facility be required in the near term to off-load traffic?
- A35. *While the proposed facility will provide some capacity offload from adjacent sectors, there are currently no adjacent sectors that are nearing exhaustion with regard to capacity. The primary purpose for the proposed facility is reliable residential and commercial in building coverage.*
- Q36. Are T-Mobile's radio frequency propagation maps of existing and existing and proposed coverage based on 700 MHz or 2100 MHz? If the radio frequency propagation maps are based on 700 MHz, provide similar maps for 2100 MHz or vice versa.
- A36. *The plots provided are for the 2100 MHz coverage layer. Currently this is the coverage layer that the system is designed for since T-Mobile only has a 5 MHz block at 700 MHz. This pushes the majority of traffic onto the 2100 MHz layer.*
- Q37. Provide the proposed coverage distances along State roads for 700 MHz and 2100 MHz (or as applicable) based on the tower's proposed height of 180 feet. A State road can be considered a road that has a route number.
- A37. *The proposed facility provides approximately 1.25 linear miles along Route 186. Please find plots with revised labeling included as Attachment 4.*
- Q38. Provide the proposed coverage areas in square miles for 700 MHz and 2100 MHz (or as applicable) based on the tower's proposed height of 180 feet.
- A38. *The footprint of the proposed facility down to the minimum in building residential threshold of -97 dBm measures 3.21 square miles.*
- Q39. Is it correct to say that the proposed microwave dish would have a negligible effect on power density on the ground, and as such, was omitted from the Radio Frequency Emissions Report dated February 2, 2017? Explain.
- A39. *Correct. Since the proposed microwave dish is used for point-to-point communications, the antenna has a very narrow vertical beamwidth pattern that effectively puts almost all of the transmitted energy within a very tight beam broadcast from the antenna. The emissions directed toward the ground are very minimal.*

Federal Aviation Administration

- Q40. Where is the nearest airport and/or airfield to the proposed facility? Provide the distance and direction from the proposed tower.
- A40. *Nearest airport/airfield is Laurie Field (CT-19). Located 3.57 miles southwest of the tower location.*
- Q41. Per the Applicant's review via the Federal Aviation Administration's Notice Criteria Tool, notice to the FAA is required for the proposed tower. Is it correct to say that, even conservatively using 185 feet of height to take into account the lightning rod, the conclusion would still be the same? If the tower is approved, would simply providing notice to the FAA be sufficient, or would the Applicant have to seek a "No Hazard Determination" from FAA?
- A41. *The FAA analysis was run using 185 feet and the conclusion was the same, the FAA, in accordance with 77.9, requests that we file. If the tower is approved, simply providing notice to the FAA will be sufficient. Under section 77.9, the applicant must submit a completed FAA Form 7460-1, Notice of Proposed Construction or Alteration, at least 45 days before the proposed construction, or on or before the date an application is filed with the FCC.*
- Q42. Would notice to the FAA be required for any temporary structures such as a crane to be used to set the tower sections in place?
- A42. *Yes, notice must be provided in accordance with 14 CFR Part 77 in concert with the construction of the proposed facility.*

Backup power

- Q43. What is the fuel source for the proposed backup generator? What is the size of the proposed generator in kilowatts?
- A43. The type of backup generator has not yet been finalized but will likely be a diesel generator in the 30kW-50kW range.
- Q44. If the proposed backup generator is diesel, would it have containment measures to protect against fuel leakage, e.g. a double-walled fuel tank? What containment measures would it have for oil or coolant leakage?
- A44. *The generator will include a double-walled fuel tank and concrete containment area surrounding the generator.*
- Q45. What would be the run time for T-Mobile's backup generator before it would need to be refueled, assuming it is running under normal load conditions?

- A45. *Specifics in this regard are not available as the final generator type has not been finalized but the parameters will likely include a generator that will run for 48-72 hours under normal loading conditions. Final generator specifications will be included in the Development and Management Plan if approved.*
- Q46. Could the proposed generator be shared by other carriers that may locate at the proposed facility? What effect would a shared generator have on the run time of the generator if at full load? Or alternatively, could the Applicant reserve space for a future, larger shared generator to accommodate additional carriers?
- A46. *A shared generator is not planned but room could be made to accommodate shared generator or if needed in the future the compound might be expanded to the 100' x 100' lease area.*
- Q47. Would a battery backup be used to provide uninterrupted power and prevent a reboot condition during the generator startup delay period (or in the event that the generator fails to start)? If yes, how long could the battery backup system alone supply the proposed facility under normal load conditions?
- A47. *There would be no interruption in service as battery backup will supply power to the radios for several hours (typically up to 8). The backup generator would start when there is a loss of commercial power thru the Automatic Transfer Switch (ATS) and provide backup power.*

Public Safety

- Q48. Would the proposed facility support text-to-911 service? Is additional equipment required for this purpose?
- A48. *Yes, the facility will support text-to-911 without additional equipment.*
- Q49. Is the Applicant aware of any Public Safety Answering Points in the area of the proposed site that are able to accept text-to-911?
- A49. *T-Mobile is not aware of any Public Safety Answering Points in the area but understand generally that text-to-911 should be available in Connecticut in the near future.*
- Q50. What measures are proposed for the site to ensure security and deter vandalism? (This would cover alarms, gates, locks, etc.)
- A50. *Security measures include locked access gates, barbed wire and alarms connected to the equipment to notify T-Mobile in the event of any equipment tampering.*

Wildlife

Q51. Identify the nearest "Important Bird Area" (IBA) as designated by the National Audubon Society?

A51. *Based on a review of information available through the CT Audubon IBA website, no IBAs are located in Tolland County.*

Q52. Under Attachment 5 of the Application, on page 3 of the National Resources Checklist & Exemption Review, the Applicant notes that, "[T]he undertaking meets many of the recommendations set forth in the United States Fish & Wildlife Service's (USFWS) Revised Guidelines (for Communication Tower Design, Siting, Construction, Operation, Retrofitting, and Decommissioning)." Are there any recommendations that would not be met? Explain.

A52. *The voluntary guidelines include various measures which are not applicable to the instant application including encouraging collocation before building a new tower, which is already mandated under Connecticut law. Also non-applicable are guidelines related to the construction of multiple towers and the decommissioning of non-operational facilities. In short, those recommendations that are not met are inapplicable to the instant application.*

Q53. A form was submitted to USFWS on December 20, 2016 regarding the proposed project's possible impacts to the northern long-eared bat (NLEB). The form notes that, "If the USFWS does not respond within 30 days from the submittal of this form, the action agency may presume that its determination is informed by the best available information and its project responsibilities...are fulfilled..." Did the Applicant receive a response from USFWS within the 30-day timeframe? If yes, provide a copy of such correspondence.

A53. *The applicant did not receive correspondence from the USFWS.*

Q54. Do any known federally-listed species (other than the NLEB) potentially occur at the site?

A54. *No.*

Q55. Are any vernal pools located within the vicinity of the proposed project?

A55. *No.*

Noise

- Q56. Under Section I D. of the Environmental Assessment Statement portion of the Application, the Applicant notes that, "The equipment to be in operation at the facility would emit no noise other than that provided by the operation of the installed heating, air-conditioning and ventilation (HVAC) system." Since no enclosed equipment shelter is proposed, is it correct to say that there would not be an HVAC system in the equipment compound? What is the expected cumulative noise level in dBA at the nearest property line from the proposed facility assuming the backup generator and radio equipment are operating at the same time?
- A56. *The statement regarding HVAC components was prospective to note that future carriers may deploy cabinets requiring HVAC equipment. As the generator specifications are not yet available specific calculations are not available but the applicant will ensure that all equipment complies with applicable noise standards and implement noise control and dampening measures if needed.*

Water Resources

- Q57. Approximately how far away (distance and direction) is the nearest (off-site) wetland from the proposed facility? National Wetland Inventory or other resource may be consulted.
- A57. *Per the wetlands delineation completed on 12/7/16, no wetlands were located within proximity to the proposed facility. CBRE did identify a dry pond located approximately 160 feet SW of the proposed access road that is linked to the dry ditch that is located to the west of the proposed access road. At the time of the delineation, this pond was observed to be dry and no hydric indicators were observed along the ditch.*
- Q58. Is the proposed facility located within a Department of Energy and Environmental Protection designated Aquifer Protection Area (APA)? If yes, how would the proposed project impact such APA?
- A58. *No, the proposed facility is not located within an APA. Notably, by letter dated October 2, 2017 the Department of Public Health Drinking Water Section provided comments to the Siting Council indicating the proposed site is not within a public drinking water supply area.*
- Q59. Page 16 of the Application notes that, "The location of the proposed Facility is just outside of the 100-year flood zone located on the lot." Is the proposed facility located within the 500-year flood zone?

- A59. *The proposed location is located within Zone X and as such it is not located within the 100 or 500-year floodplain.*

Historic Resources

- Q60. Under Section II of the Environmental Assessment Statement portion of the Application, the Applicant notes that, "Eco-Site is currently consulting with the CT State Historic Preservation Office (SHPO) to obtain confirmation that the project will have no adverse effect on listed or eligible historic resources." To date, has the Applicant received a response from the SHPO regarding the proposed project? If yes, provide a copy of such correspondence.
- A60. *Please see attached correspondence. No registered historic areas or properties will be affected by the tower.*

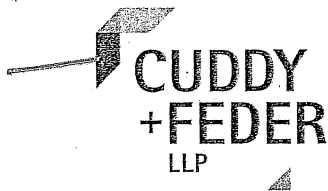
Visibility

- Q61. Is it correct to say that there are no hiking trails located within the two mile radius area used for the visibility analysis?
- A61. *Correct. No public trails were identified within the 2-mile radius study area.*
- Q62. What, if any, stealth tower design options would be feasible to employ at this site?
- A62. *Given the height of the tower and the lack of surrounding features, stealth approaches such as a monopine or a silo would be out of context and incongruous with the surroundings. While feasible such approaches would not mitigate the visibility of the tower and may even increase visual impact.*
- Q63. Would flush-mounted antennas provide the required coverage? Would the flush-mount configuration result in reduced coverage and/or necessitate greater antenna height with multiple levels of antennas? Explain.
- A63. *Flush mounting typically results in three antennas per level on a given tower. As such flush mounting antennas would necessitate a taller tower to accommodate multiple sets of antennas at different heights on the tower for just T-Mobile. This would also limit the number of future collocators on the tower as each would require multiple levels which may in turn necessitate other carriers in the market developing additional towers in the nearby area to provide service.*
- Q64. Referencing the viewshed map, approximately how many residences would have views of the proposed tower based on the dark red "Land Cover Viewshed Area" and a two-mile radius study area?

- A64. *Approximately 30-35 residences fall within the land cover viewshed area within 1/2 mile of the project site. Approximately 32-37 residences fall within the land cover viewshed area between 1/2 and 1 mile and approximately 6 residences fall within the land cover viewshed area at a distance greater than 1 mile.*

It is important to recognize that the land cover viewshed map provides a highly conservative representation of theoretical visibility. This analysis does not take into consideration localized vegetation (e.g., street trees, residential landscaping, old filed scrub brush, etc.) which typically provide additional visual screening. View shed mapping also does not indicate the magnitude (i.e., how much of the tower would be visible above intervening vegetation or structures), or the visual character of what will be seen.

ATTACHMENT 1



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White Plains, New York 10601
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Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

July 31, 2017

VIA FIRST CLASS MAIL

Silverman, Carl G & Sandra L
29 Old Farm Road
Somers, CT 06701

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
248 Hill Road, Somers, Connecticut

Dear Mr. and Mrs. Silverman:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on July 7, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Somers Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter along with a copy of the notice sent on July 7, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

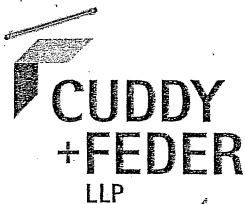
If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in cursive script that reads "Daniel M. Laub".

Daniel M. Laub

Enclosures



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White Plains, New York 10601
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Daniel M. Laub, Esq.
dlaub@cuddyfeder.com

July 31, 2017

VIA FIRST CLASS MAIL

Flebotte, Barbara E
67 George Wood Road
Somers, CT 06701

Re: Eco-Site and T-Mobile
Wireless Telecommunications Tower Facility
248 Hill Road, Somers, Connecticut

Dear Ms. Flebotte:

Our office previously attempted to contact you on behalf of our clients, Eco-Site and T-Mobile, with respect to the above-referenced matter. A certified return receipt envelope was sent to your attention on July 7, 2017 but a signed receipt was not returned. The address listed for you corresponds with the records on file with the Town of Somers Tax Assessor's Office as an owner of property abutting the subject parcel detailed in the attached notice. This letter along with a copy of the notice sent on July 7, 2017 is being sent via first class mail in the hopes that this method may be successful in reaching you.

If you have any questions concerning this information, please do not hesitate to contact us.

Very truly yours,

Daniel M. Laub
Daniel M. Laub

Enclosures

See More ▾

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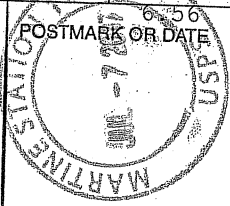
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228 Hall Hill Road
Somers, CT 06701

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ATTACHMENT 2

Affidavit of Publication

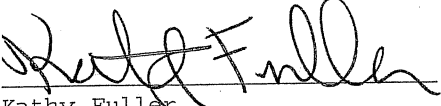
State of Connecticut
County of Hartford } ss. Manchester

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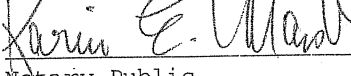
ECO-SITE/T-MOBILE

was inserted in the regular editions on the dates as follows:

07/11/2017 07/12/2017


Kathy Fuller
Billing Department

Subscribed and sworn to before me this 12th day of July, 2017


Notary Public

KARIN E. MARSH
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2018

Seal

PUBLIC NOTICE

NOTICE

Notice is hereby given, pursuant to Section 16-501(b) of the Connecticut General Statutes and Section 16-501-1(e) of the Regulations of Connecticut State Agencies of an Application to be filed with the Connecticut Siting Council ("Siting Council") on or after July 14, 2017 by Eco-Site, Inc. ("Eco-Site") together with T-Mobile for a certificate of environmental compatibility and public need for the construction and maintenance of a wireless telecommunications facility in Somers, Connecticut.

The proposed facility is located on a parcel of land owned by Debra Romano located at 248 Hall Hill Road in the Town of Somers and identified on the Town of Somers Assessor's Map as Map 7 Lot 72 (the "Property"). The proposed facility is located in the central portion of the Property and is proposed at a height of 180' above grade ("AGL"). The Property is an approximately 38.5 acre parcel which is currently used as a home with accessory hay fields. The Facility is proposed to allow commercial wireless services in western Somers. The tower, antennas and ground equipment will be located within a 2,500 s.f. fenced equipment compound area. Vehicle and utility access to the facility would be from Hall Hill Road over a 1,125' access drive to the tower compound.

The location, height and other features of the proposed Facility are subject to review and potential change under provisions of the Connecticut General Statutes Sections 16-50g et. seq.

The Application explains the need, purpose and benefits of the facility and also describes the environmental impacts of the proposed facility. The facility will be available for co-location by other wireless carriers.

A balloon, representative of the proposed height of the facility, will be flown at the proposed site on the first day of the Siting Council public hearing on the Application, which will take place in the Town of Somers, or such other date specified by the Siting Council and a time to be determined by the Siting Council, but anticipated to be between the hours of 12pm and 5pm.

Interested parties and residents of Somers, Connecticut are invited to review the Application during normal business hours after July 14, 2017, when the application is anticipated to be filed, at the following offices:

Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Ann Marie Logan
Town Clerk
Town of Somers

or the offices of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the

undersigned.

Daniel M. Laub, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, New York 10601
(914) 761-1300
Attorneys for the Applicants

Journal Inquirer
July 11, 2017
July 12, 2017

ATTACHMENT 3

LANDLORD:
Debra Romano &
John Romano
248 Hall Hill Road
Somers, CT 06071

TENANT:
Eco-Site, Inc.
240 Leigh Farm Road
Suite 415
Durham, NC 27707
Site # & Name: CT-0005 Blue Ridge

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 28th day of February, 2017 by and between, Debra & John Romano, a married couple (the "Landlord"), whose address is 248 Hall Hill Rd. Somers, CT 06071 and Eco-Site, Inc., a Delaware corporation (the "Tenant"), whose address is 240 Leigh Farm Road, Suite 415, Durham, NC 27707.

WHEREAS, the Landlord owns certain real property located the County of Tolland, in the State of Connecticut, that is more particularly described or depicted in attached Exhibit 1 (the "Property"); and

WHEREAS, the Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property for telecommunications and related purposes, as more particularly provided in this Lease (the "Tower Compound"), and (ii) an easement (the "Access and Utility Easement") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement are more particularly described on Exhibit 2 and depicted on the survey attached as Exhibit 3, and collectively the Tower Compound and the Access and Utility Easement are referred to herein as the "Premises").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. RIGHT TO LEASE.

(a) Landlord grants to Tenant the right to lease (i) the Tower Compound measuring approximately Ten-Thousand (10,000 SF) square feet, and (ii) the Access and Utility Easement for utility service to the Tower Compound and for unrestricted vehicular and pedestrian access from the nearest public right-of-way along the Property to the Tower Compound.

(b) From and after the date of this Lease as set forth above, for the time period set forth below (the "Testing Period"), in exchange for Tenant paying Landlord a one-time payment of dollars, Tenant and its agents, employees, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and surrounding areas of the Property, as is necessary (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion, to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Tower Compound and the Access and Utility Easement, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) The initial term of the Testing Period will be one (1) year (the "Initial Testing Period") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord.

(d) During the Initial Testing Period and any extension thereof, Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Tower Compound, together with the appurtenant Access and Utility Easement, to Tenant subject to the terms and conditions

of this Lease. If Tenant does not commence the Lease during the Initial Testing Period or any extension thereof, this Lease will terminate and the parties will have no further liability to each other.

2. TERM.

(a) This Lease shall commence on the date Tenant begins construction at the site, which shall be confirmed in writing from Tenant to Landlord. In the event the date Tenant commences construction falls between the 1st and the 15th of the month, the Lease shall commence on the 1st day of that month, and if such date falls between the 16th and the 31st of the month, then the Lease will commence on the 1st day of the following month ("Commencement Date"). Unless extended or sooner terminated as herein provided, the term of the leasehold granted herein shall be for a period of one hundred twenty (120) months following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for four (4) successive additional periods of 60 months each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. RENT. Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of [REDACTED] ("Rent"), on or before the fifth (5th) day of each calendar month in advance. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date. [REDACTED]

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facility (as hereinafter defined). Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against the Premises which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In the event that Landlord fails to pay when due any taxes affecting the Tower Compound or the Access and Utility Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent.

5. USE.

(a) The Tower Compound is being leased for the purpose of erecting, installing, operating and maintaining radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, and related equipment, including but not limited to the installation of a backup generator powered by natural gas which shall be sufficient to service the equipment at the site in the event of a power outage (the "Communications Facility"). Tenant may make any improvement, alteration or modification to the Tower Compound as are deemed appropriate by Tenant. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or the Premises. Landlord grants to Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facility and the access thereto. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Tower Compound, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable

for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord.

6. ACCESS AND UTILITIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, employees, agents, invitees, contractors, successors and assigns the Access and Utility Easement, which shall be a nonexclusive easement in, over, under, across and through the portion of the Property more particularly described on Exhibit 2 and depicted on Exhibit 3 for ingress and egress for the benefit of and access to the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the Access and Utility Easement for the purposes described above.

7. EQUIPMENT, FIXTURES AND SIGNS. All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. At any time during the term of this Lease Agreement and within a reasonable time after termination, Tenant will remove their equipment, structures, fixtures, signs, and personal property from the Premises.

8. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises, and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

9. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to let the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

(b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon, or at Tenant's election may be offset against the rent due hereunder.

(c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide at no additional cost to Tenant.

(d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses

and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facility.

(e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Tenant will be responsible for any environmental issues arising directly from its or its subtenants use of the Premises.

(f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

(g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

(h) The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the Property is provided by paved public right-of-way with adequate curb cuts available.

(i) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(j) Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Premises to subtenants pursuant to separately negotiated subleases entered into between Tenant and subtenant. Tenant may enter into any sublease without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorney fees) resulting from any act or omission of such subtenant to the extent such act or omission is permitted by such subtenant, and such permission is contrary to or inconsistent with the terms of this Lease.

(k) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises defined in the Lease, to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the 'as built' locations of the Tower Compound and the Access and Utility Easement.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions,

11. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

13. INSURANCE.

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than [REDACTED]. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

(b) Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on Landlord's Property and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

(c) Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried by the parties and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or damage covered by any such policy.

14. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property or any land adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

15. **RIGHT OF FIRST REFUSAL.** If during the term of this Lease, as might be renewed or extended the Landlord shall have received a bona fide arm's length offer to purchase the Premises, or grant any other superior right in the Premises to this Lease from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received (including but not limited to the state of title being conveyed to the prospective purchaser), together with a copy of such offer, and shall state the desire of the Landlord to sell or convey the Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale or conveyance of the Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, guy anchors, guy wires, and related improvements.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Tenant.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Lease shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Lease, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease.

21. ATTORNEY'S FEES. If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

23. LENDER'S CONTINUATION RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. In such event of monetary default, the Landlord shall receive a portion of all subtenant rents that are equal to the then monthly rental rate owed to the Landlord. If the combination of all subtenant rents does not equal the current monthly Rent owed to the Landlord, the Landlord shall receive all portions of the subtenant's rents. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its portion of the Premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore

consents to the exercise by Tenant's lender ("Tenant's Lender") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's Lender as Tenant hereunder upon any such exercise by Tenant's Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Tenant's Lender written notice of any breach or default of the terms of the Lease, within fifteen days after the occurrence thereof, at such address as is specified by Tenant's Lender. Landlord further agrees that no default under the Lease shall be deemed to have occurred unless such notice to Tenant's Lender is also given and that, in the event of any such breach or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease.

(d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or a default under the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

(e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease.

(f) This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises, provided Landlord, its tenants and lenders (1) be bound by the terms of the Lease; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as party defendant in any such foreclosure proceeding taken by it. With regard to any existing encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to execute a customary *Subordination, Non-Disturbance and Attornment Agreement*. In addition, the Parties will, within ten (10) days after the request, execute and deliver to the other party, an estoppel letter as to such matters relating to the Lease as are reasonably requested by either party.

24. RIGHT TO NEW LEASE.

(a) In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, the Landlord shall give prompt notice thereof to Tenant's Lender, provided Tenant's Lender's name and address have been previously provided. The Landlord, on written request of Tenant's Lender made any time within thirty (30) days after the giving of such notice by the Landlord, shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee, for the remainder of the term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the term of this Lease) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (i) shall pay to the Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by the Landlord in connection with the default by the Tenant, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 24, Tenant's Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of the Tenant).

(b) Between the date of termination of this Lease and the date of execution of the new lease, if a Lender shall have requested such new lease as provided in Section 24(a), the Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) or enter into new subleases without the consent of Tenant's Lender.

(c) For so long as Tenant's Lender shall have the right to enter into a new lease with the Landlord pursuant to this Section 24, the Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender, without the prior written consent of Tenant's Lender.

25. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (1) the Tenant is in possession of the Premises notwithstanding the fact that the Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (2) the requirements of Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") with respect to the Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the right of the Tenant to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving the Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Lease. The provisions of this Section 25(a) are for the benefit of the Tenant and its assigns, including, without limitation, Tenant's Lender. The parties hereto also agree that Tenant's Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Lease.

(b) The provisions of Sections 24 and 25 hereof shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if Sections 24 and 25 hereof were a separate and independent contract made by the Landlord, the Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by the Landlord. The aforesaid agreement of the Landlord to enter into a new lease with Tenant's Lender shall be deemed a separate agreement between the Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

(c) The Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to the Tenant under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by the Tenant to Tenant's Lender.

(d) If a Secured Interest is in effect, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by the Tenant, nor shall the Landlord accept any such termination or surrender of this Lease by the Tenant, without the prior written consent of Tenant's Lender and (ii) the Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

(e) The provisions of Sections 24 and 25 hereof are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease.

26. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

If to Landlord:

Debra Romano
248 Hall Hill Road
Somers, CT 06071
Attn: Deb Romano
Phone: 860-916-1845

If to Tenant:

Eco-Site, Inc.
240 Leigh Farm Road
Suite 415
Durham, NC 27707
Attn: Asset Management
Phone: 919-636-6810
Fax: 919-636-6910
Site No./Name: CT-0005 / Blue Ridge

27. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this agreement.

(b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

(g) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in Exhibit 4 attached hereto.

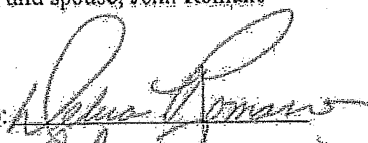
(i) Counterparts; Facsimile Signatures. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Agreement.


**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

Debra Romano and spouse, John Romano

Debra Romano: 

John Romano: 

Title(s): _____

Date: 2-22-17

TENANT:

Eco-Site, Inc.

By: 

Name: Robert Blosser

Title: President & COO

Date: 2/28/17

EXHIBIT 1

Description of Parent Tract

An interest in land, said interest being over a portion of the following described parent parcel:

A certain piece or parcel of land, situated in said Town of Somers, and more particularly bounded and described as follows:

NORTHERLY - by land now or formerly of the Ballard Estate;

EASTERLY - by land now or formerly of one Simborski, 18 rods;

NORTHERLY again - by land now or formerly of one Simborski and land now or formerly of one Goodwin;

SOUTHERLY - by land now or formerly of one Krasinski;

WESTERLY - by land now or formerly of one Krasinski;

SOUTHERLY again - by land now or formerly of one Krasinski; and

WESTERLY - by the highway known as Hall Hill Road.

Containing 38 1/2 acres, more or less.

AND BEING a portion of the same property conveyed to Esther T. Mero from Stanley J. Turbak and Hilda R. Turbak by Quit-Claim Deed dated October 31, 1974 and recorded October 31, 1974 in Deed Book 77, Page 152; AND FURTHER CONVEYED to Stanley J. Turbak and Hilda R. Turbak from Esther T. Mero by Quit-Claim Deed dated October 31, 1974 and recorded October 31, 1974 in Deed Book 77, Page 154; The said Hilda R. Turbak departed this earth on or about April 12, 1992 leaving her husband, Stanley J. Turbak, as the surviving tenant by the entirety; AND FURTHER CONVEYED to Stanley J. Turbak, as Original Trustee and Donor under Trust Agreement dated July 29, 1992 from Stanley J. Turbak by Quit Claim Deed dated November 16, 1992 and recorded November 23, 1992 in Deed Book 149, Page 516; AND FURTHER CONVEYED to Stanley J. Turbak from Stanley J. Turbak, as Trustee of The Stanley J. Turbak Trust, under a Trust Agreement dated, July 29, 1992 by Quit-Claim Deed dated December 04, 2000 and recorded December 27, 2000 in Deed Book 198, Page 012; AND FURTHER CONVEYED to Stanley J. Turbak, as Trustee of The Stanley J. Turbak Trust, under a Trust Agreement dated, December 04, 2000 from Stanley J. Turbak by Quit-Claim Deed to Trust dated December 04, 2000 and recorded December 27, 2000 in Deed Book 198, Page 016; AND FURTHER CONVEYED to Stanley J. Turbak from Stanley J. Turbak of the Town of Somers, County of Tolland and State of Connecticut, as Trustee of The Stanley J. Turbak Trust, under a Trust Agreement dated July 29, 1992 by Quit-Claim Deed dated June 18, 2009 and recorded June 19, 2009 in Deed Book 0286, Page 0550; The said Stanley J. Turbak departed this earth on or about July 25, 2010, devising his interest to Debra Romano, as evidenced by Certificate of Devise recorded July 21, 2015 in Deed Book 330, Page 868.

Tax Parcel No. 07/72///

EXHIBIT 2

The Premises is described as follows, and will be replaced by a surveyed legal description when available:

I. Tower Compound Legal Description: See survey document on following page

100' X 100' LEASE AREA EASEMENT

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF SOMERS, COUNTY OF TOLLAND AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO DEBRA ROMANO BY CERTIFICATE OF DEVISE DATED MAY 30, 2014 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 330 AT PAGE 868, AND ALSO BEING MORE FULLY DESCRIBED IN VOLUME 286 AT PAGE 550 OF THE TOWN OF SOMERS CLERKS OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS OF DEBRA ROMANO, SAID POINT ALSO BEING LOCATED ON THE EASTERLY BOUNDS OF HALL HILL ROAD, THENCE FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERLY BOUNDARY OF HALL HILL ROAD S. 30° 26' 38" W. A DISTANCE OF 11.89' TO A POINT, THENCE CONTINUING ALONG SAID EASTERLY BOUNDS OF HALL HILL ROAD:

A1) S. 30° 26' 38" W. 23.80' TO A POINT, THENCE THROUGH THE SAID LANDS OF DEBRA ROMANO THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

A2) N. 87° 38' 05" E. 215.69', THENCE
A3) S. 08° 36' 35" E. 172.96', THENCE
A4) S. 37° 52' 28" E. 147.07', THENCE
A5) S. 21° 25' 55" E. 303.55', THENCE
A6) S. 86° 04' 51" E. 52.80', THENCE
A7) N. 70° 41' 18" E. 167.76', THENCE
A8) S. 19° 18' 42" E. 45.00', TO NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PROPOSED 100' X 100' LEASE AREA EASEMENT AND THE POINT AND PLACE OF BEGINNING, THENCE FROM SAID POINT AND PLACE OF BEGINNING CONTINUING THROUGH THE SAID LANDS DEBRA ROMANO THE FOLLOWING FOUR (4) COURSES:

L1) S. 19° 18' 42" E. 100.00', THENCE
L2) N. 70° 41' 18" E. 100.00', THENCE
L3) N. 19° 18' 42" W. 100.00', THENCE
L4) S. 70° 41' 18" W. 100.00', TO THE POINT AND PLACE OF BEGINNING, CONTAINING AREA AN OF 0.230 ACRES MORE OR LESS

II. Access and Utility Easement Legal Description:

PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF SOMERS, COUNTY OF TOLLAND AND STATE OF CONNECTICUT, BEING A PORTION OF LAND CONVEYED TO DEBRA ROMANO BY CERTIFICATE OF DEVISE DATED MAY 30, 2014 IN THE STATE OF CONNECTICUT COURT OF PROBATE AND FILED IN VOLUME 330 AT PAGE 868, AND ALSO BEING MORE FULLY DESCRIBED IN VOLUME 288 AT PAGE 550 OF THE TOWN OF SOMERS CLERKS OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS OF DEBRA ROMANO, SAID POINT ALSO BEING LOCATED ON THE EASTERLY BOUNDS OF HALL HILL ROAD, THENCE FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERLY BOUNDARY OF HALL HILL ROAD S. 30°-26'-38" W. A DISTANCE OF 11.83' TO THE POINT AND PLACE OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG THE EASTERLY BOUNDS OF HALL HILL ROAD:

A1) S. 30° 26' 38" W. 23.80' TO A POINT, THENCE THROUGH THE SAID LANDS OF DEBRA ROMANO THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

A2) N. 87° 38' 09" E. 215.09', THENCE
A3) S. 08° 36' 35" E. 172.95', THENCE
A4) S. 37° 52' 28" E. 147.07', THENCE
A5) S. 21° 25' 55" E. 303.55', THENCE
A6) S. 66° 04' 51" E. 52.90', THENCE
A7) N. 70° 41' 18" E. 157.75', THENCE
A8) S. 19° 18' 42" E. 45.00'. TO THE NORTHWESTERLY CORNER OF A HEREIN DESCRIBED PROPOSED 100' X 100' LEASE AREA EASEMENT, THENCE ALONG THE NORTHERLY BOUNDS OF SAID PROPOSED 100' X 100' LEASE AREA EASEMENT
A9) N. 70° 41' 18" E. 60.00'. TO A POINT, THENCE CONTINUING THROUGH THE SAID LANDS OF DEBRA ROMANO
A10) N. 19° 18' 42" W. 30.00', THENCE
A11) S. 70° 41' 18" W. 40.00', THENCE
A12) N. 19° 18' 42" W. 35.00', THENCE
A13) S. 70° 41' 18" W. 179.25', THENCE
A14) N. 66° 04' 51" W. 36.77', THENCE
A15) N. 21° 25' 55" W. 298.23', THENCE
A16) N. 37° 52' 28" W. 144.74', THENCE
A17) N. 08° 36' 35" W. 185.67', THENCE
A18) S. 87° 38' 09" W. 220.77', TO A POINT ON THE EASTERLY BOUNDARY OF HALL HILL ROAD AND POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.541 ACRES, MORE OR LESS.

Exhibit 4 – Memorandum of Lease

~~[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]~~

[FORM ONLY – DO NOT EXECUTE]

Return to:
Eco-Site, Inc.
240 Leigh Farm Road
Suite 415
Durham, NC 27707

Site Name:
Site Number:

FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease (“Lease”) between Debra Romano (“Landlord”), whose address is 248 Hall Hill Road, Somers, CT 06071 and Eco-Site, Inc. a Delaware corporation, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 (“Tenant”), commencing on date Tenant begins construction at the site (the “Commencement Date”), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the “Premises”) as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the “Property”).

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property for telecommunications and related purposes, as more particularly described in the Lease (the “Tower Compound”) and (ii) an easement (the “Access and Utility Easement”) over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement are more particularly described on Exhibit 1, and are collectively referred to herein as the “Premises”).

The Lease provides for the lease by the Landlord to Tenant of the Premises for [a/an initial] term of ten (10) years with four renewal option(s) of an additional five (5) years each. The Lease further provides:

1. Landlord will attorn to any lender of Tenant and will subordinate any Landlord’s lien upon the Premises or property located thereon, to the liens of Tenant’s lender;
2. The Lease restricts Landlord’s ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities;
3. The Tower Compound may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right of way;
4. Tenant is entitled, without the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon; and
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ___ day of _____, 201__.

(Signature of Notary)
Notary Public

My commission expires: _____

TENANT:

Eco-Site, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of Eco-Site, Inc., a Delaware corporation, and that he (or she) as _____ being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 201_.

(Signature of Notary)

Notary Public

My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

Description of the Premises

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

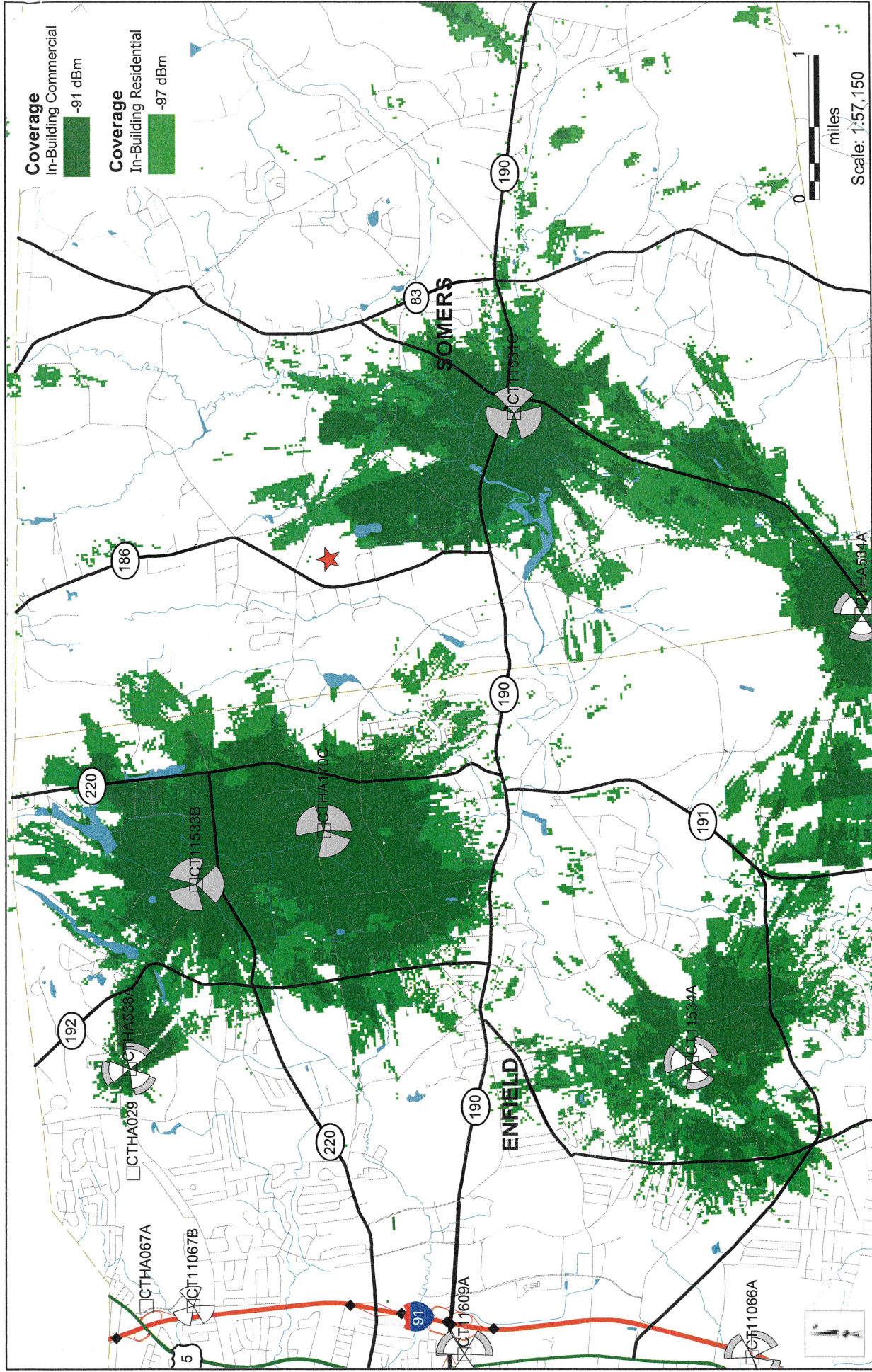
I. Tower Compound Legal Description:

II. Access and Utility Easement Legal Description:

EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

Attachment 4



Coverage
In-Building Commercial
-91 dBm

Coverage
In-Building Residential
-97 dBm

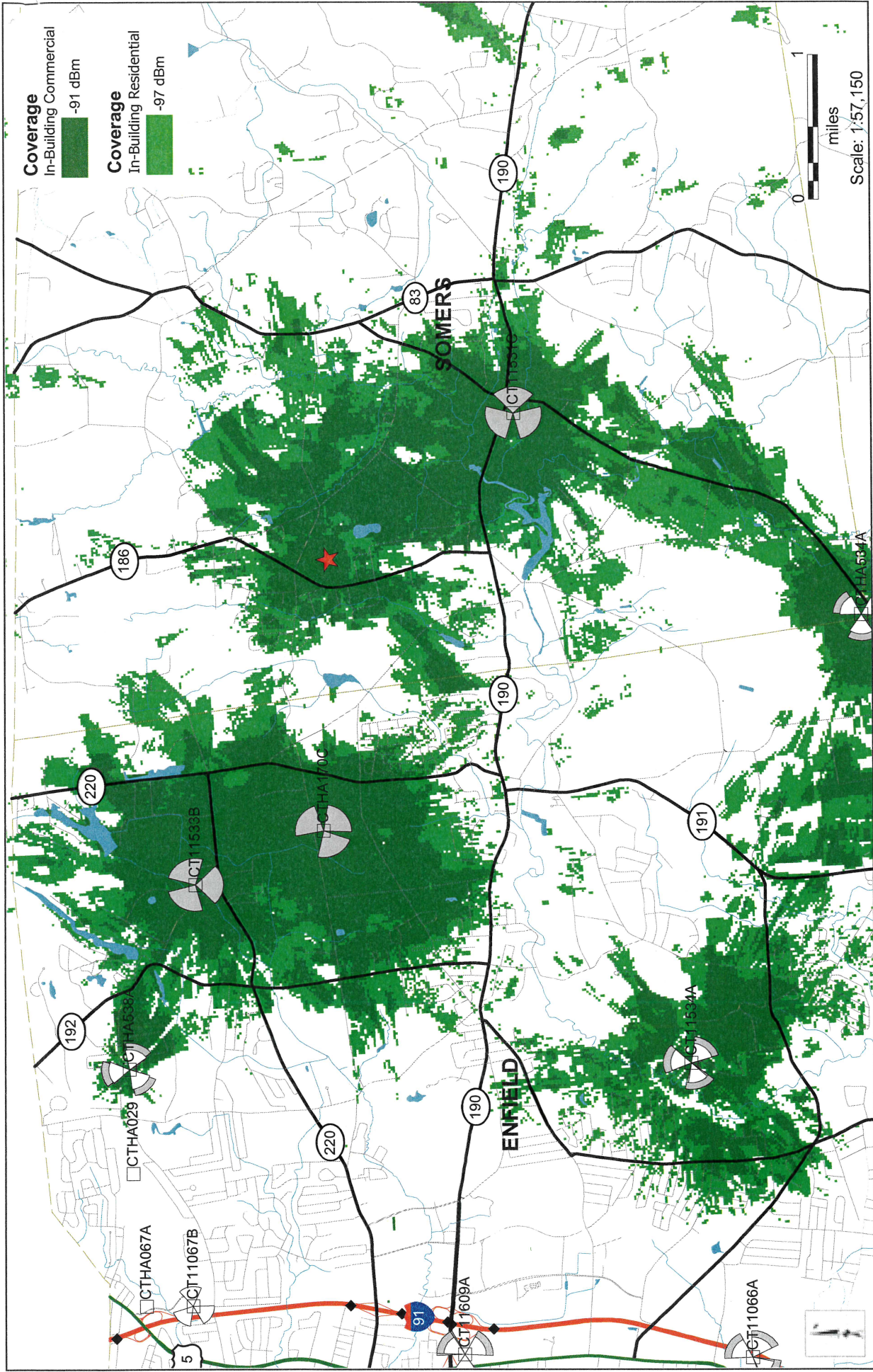
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miles
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Planned Site CTHA027 at 175' AGL

Coverage Thresholds
Dark Green-In Building Commercial Coverage
Medium Green-In Building Residential Coverage

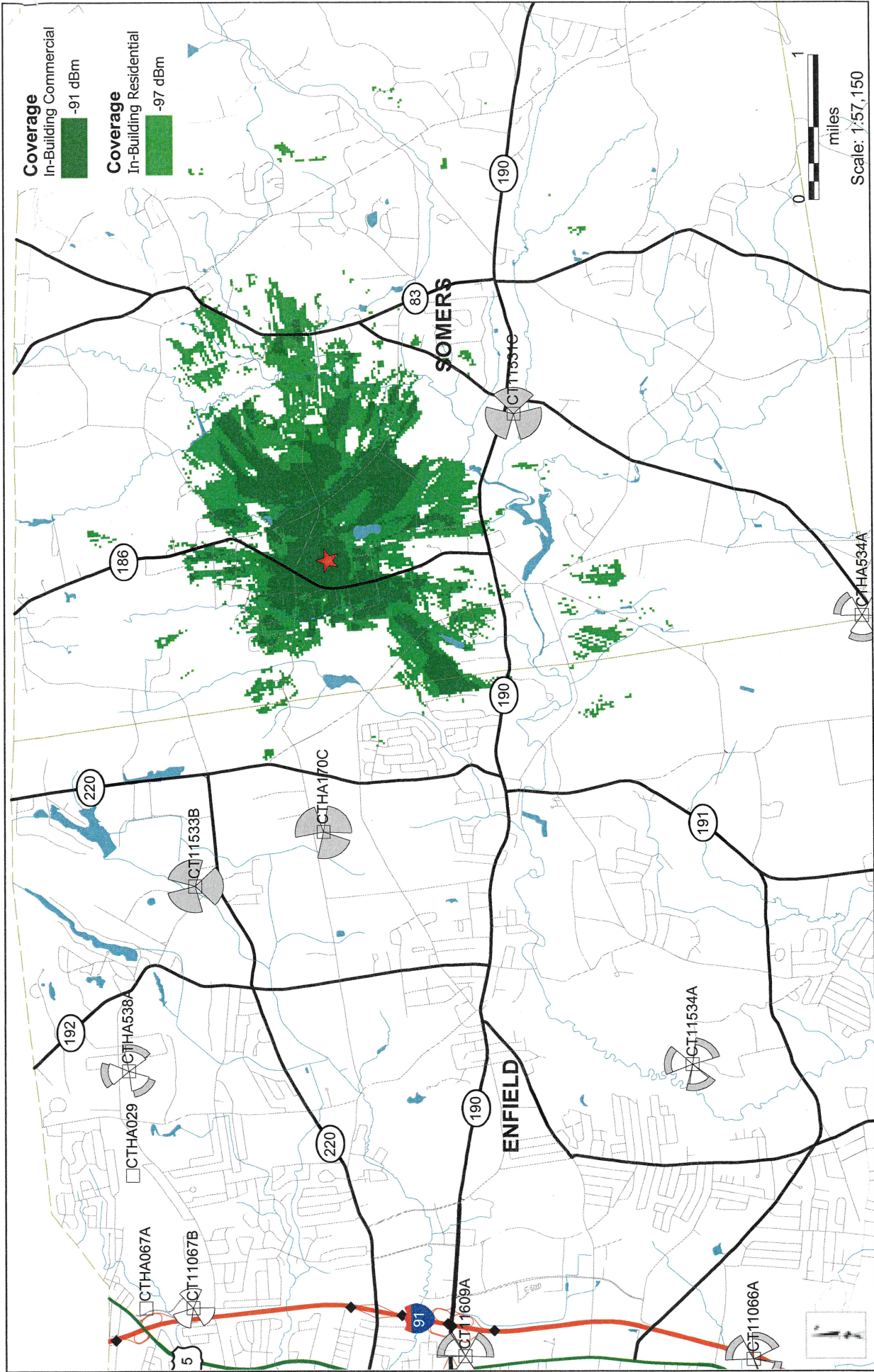


On-Air Coverage Of Existing T-Mobile Sites

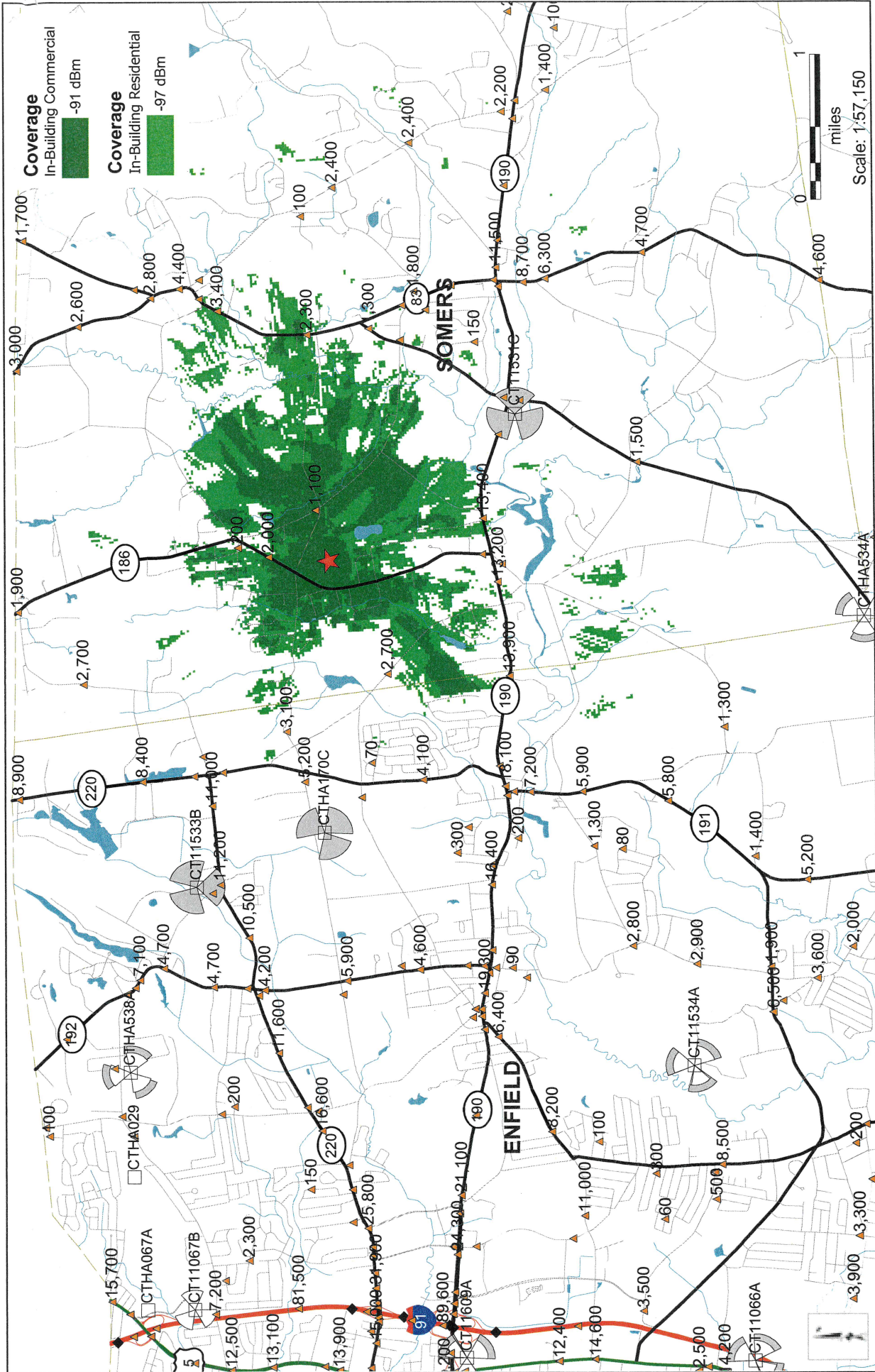


On-Air Coverage Of Existing T-Mobile Sites
 With Proposed CTHA027 At 175' AGL





Proposed Coverage For
T-Mobile Site CTHA270



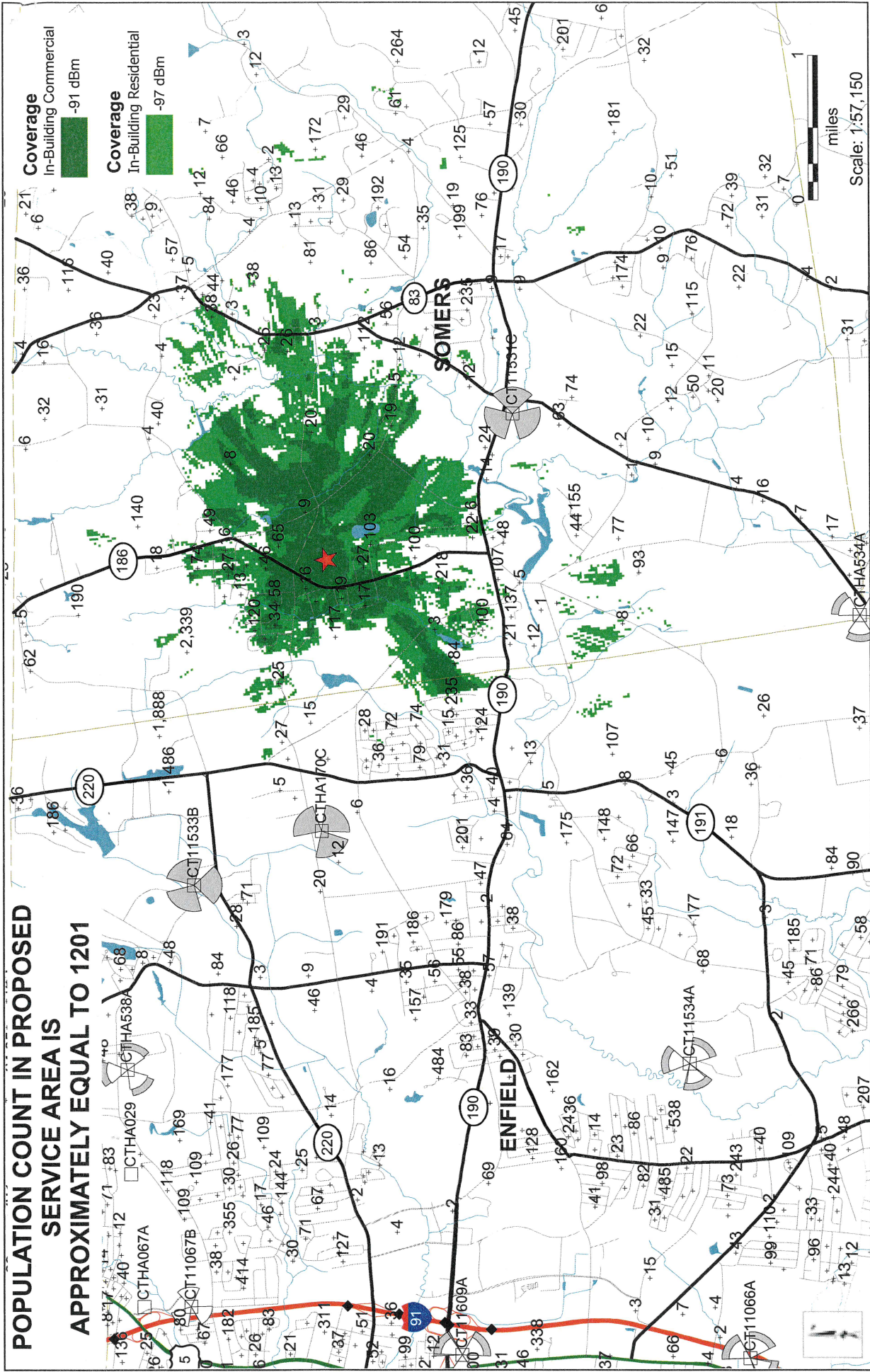
Planned Site CTHA027 at 175'AGL

- Coverage Thresholds
- Dark Green-In Building Commercial Coverage
- Medium Green-In Building Residential Coverage

Proposed Coverage Traffic Counts For
T-Mobile Site CTHA270



POPULATION COUNT IN PROPOSED SERVICE AREA IS APPROXIMATELY EQUAL TO 1201

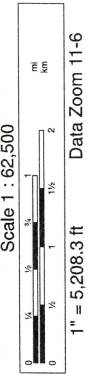


Planned Site CTHA027 at 175'AGL

Coverage Thresholds
 Dark Green-In Building Commercial Coverage
 Medium Green-In Building Residential Coverage

Proposed Coverage Population Counts For
 T-Mobile Site CTHA270





TM
 MN (13.9°W)