

**Planning Commission Regular Meeting Minutes
Tuesday March 7th, 2017**

Present: Brian Schuch, Chairman
Peter Lynch
Rita Palazzo, Secretary
Kirk Scott
Brenda Henderson
Joan Bengtson
Sami Yousuf, Alternate
Don Phimister, Alternate*(Sat as Regular Member for the last item)

Also Present: Gary Goeschel, Planning Director
Marc Salerno, Ex-Officio
Richard Morris, Emergency Management Director
Attorney Mark Zamarka

Mr. Schuch called this Regular Meeting of the Planning Commission to order at 7:02 p.m.

I. Pledge

Mr. Schuch led the Pledge.

I. Additions to the Agenda

There were none.

II. Call for Public Delegations

There were none.

III. Reports

A. Communications

Mr. Goeschel had nothing to report.

B. Zoning Representative

Mr. Lynch reported the amendment to the mixed use zoning regulation was approved, and asked if the Planning Commission could ask the Zoning Commission to incorporate green space within their mixed use development. Mr. Goeschel said a letter could be drafted in regards to the recommendation.

C. Ex-Officio: Marc Salerno

Mr. Salerno detailed the Town Meeting concerning the elementary schools and noted the referendum will be on March 14th, 2017.

FILED

Mar 13 2017 AT 8:00 AM/PM
Wendy Mulvaney, atc
EAST LYME TOWN CLERK

He also reported a new car was purchased for the Police Chief and the Board of Selectmen passed the 17/18 budget, which is now being forwarded to the Board of Finance.

Mr. Salerno reviewed the ~~STEEP~~^{STEAP} Grant and plans for the bathroom installation at Cini Park.

The Board of Selectmen also authorized the closure of West Society Road which can be re-opened in the future, if the Town so chooses.

D. Planning Director: Gary A. Goeschell II

Mr. Goeschel had nothing to report.

E. Sub-Committees

1. Walkability

This was tabled until the next regularly scheduled meeting.

2. Sustainability and Climate Adaptation

This was tabled until the next regularly scheduled meeting.

F. Chairman: Brian Schuch

Mr. Schuch had nothing to report.

IV. Approval of Minutes

G. January 10, 2017 Regular Meeting Minutes

****Motion (1)**

Mr. Lynch moved to approve the Regular Meeting Minutes for January 10, 2017.

Ms. Bengtson seconded the motion.

Vote: 5-0-1. Motion carried.

Ms. Palazzo abstained from the vote due to her absence from the January 10, 2017 Meeting.

H. February 28, 2017 Special Meeting Minutes

****Motion (2)**

Mr. Scott moved to approve the Special Meeting Minutes for February 28, 2017.

Ms. Bengtson seconded the motion.

Vote: 5-0-1. Motion carried.

Ms. Palazzo abstained from the vote due to her absence from the February 28, 2017 Special Meeting.

V. Subdivisions & Resubdivisions

There were none.

Given that the Town Attorney is being paid to be in attendance, the Commission opted to ~~swap~~^{swap} item 7 for item 8 on the Agenda.

VI. Municipal Referrals [Connecticut General Statutes (CGS) 8-24]

No municipal agency or legislative body shall (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, sustainably improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building. (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the commission for a report. The failure of the commission to report within thirty-five days after the date of official submission of the proposal shall be taken as approval of the proposal. In the case of the disapproval of the proposal by the commission the reasons therefore shall be recorded and transmitted to the legislative body of the municipality.

- I. **Town of East Lyme CGS 8-24 Referral;** Town of East Lyme request for a communications tower at Darrows Ridge Road/Darrow Pond.

Mr. Morris, Director of Emergency Management, detailed this project for the Commission.

- All the radios were changed a few years ago; currently get back signals in the northern end of Town.
- Better communication will be needed for the full-time Police Department; will no longer be able to “piggyback” off of State Police resources.

Mr. Schuch asked if there was rendering of the site showing the height of the tower. Mr. Morris reported that the tower will be 190 feet and referred the Commission to the drawing provided in the Member Packet.

Mr. Lynch said he was concerned this was a cellular tower.

Mr. Schuch asked if the drawings were binding and Mr. Morris said they are.

Mr. Morris said they spoke with all the concerned neighbors in the area.

Mr. Schuch asked if a delay would impact the independent Police Department. Mr. Morris said that if needed, a temporary tower which meets wind velocity requirements could be constructed.

Mr. Morris said the tower is for two way radios.

Ms. Bengtson asked who would maintain the tower and Mr. Morris replied that Marcus Communications would be in charge of maintenance.

Ms. Henderson asked if backup batteries and generators would be necessary for the site. Mr. Morris said all of our sites in Town already have the backup generators.

Ms. Henderson asked if there was any risk of damaging the environment in the proposed area and Mr. Morris explained that Marcus Communications is doing this as a green site, and even planting trees.

Mr. Morris stressed that an emergency communications tower is desperately needed for the northern part of Town.

Ms. Bengtson asked about the possibility of renting space out on the tower and Mr. Morris referred her to page two of the proposed lease (attached.)

Ms. Bengtson said safety is what is most important.

Attorney Zamarka reviewed the lease with the Commission. He explained that if approved, the lease would go before the Board of Selectmen for consideration.

- The lease term is for twenty years and there are several options for different renewal scenarios.
- There is an 18 month limit on the construction and installation of the tower and they are ready to proceed.
- 50% of the profits from any "rent out" goes to the Town.
- The exhibits show an overview of the site (attached) and the lease will be recorded on the Land Records.

Mr. Morris said the tower will be utilized by the Fire Department, Ambulances, School busses, Police, Public Works and so forth. He added that this project would be needed/done even if the Police had not gone independent; this is much needed.

The Commission discussed the lease.

Mr. Schuch suggested tabling this matter until the next meeting so members could fully review it.

Ms. Palazzo said she thought it was unnecessary to wait thirty days. Mr. Scott agreed adding that public safety is involved.

Mr. Nickerson stopped by the meeting and informed the Commission, the property was actually purchased for the purpose of a water tower, so there will be one there one day.

At 7:59 p.m. The Commission took a five minute comfort break.

- ****Motion (3)**
Ms. Palazzo moved to forward a favorable report regarding the proposed communication tower to the Board of Selectmen.
- ****Motion (4)**
Ms. Palazzo amended her motion to include the comment "public safety is paramount"
Ms. Bengtson seconded the motion.
Vote: 5-0-1. Motion carried.

Mr. Schuch abstained from the vote.

VII. Zoning Referrals (CGS 8-3a)

Proposed changes in zoning regulations or boundaries shall be referred to the Planning Commission for a report that shall contain the findings of the planning commission on consistency of a proposed regulation or boundary changes with the Plan of Development and any other recommendations the Planning

Commission deems relevant. Failure of the Planning Commission to report prior to or at the hearing shall be taken as approval of such proposals. The report of the Planning Commission regarding such proposal shall include the reasons for the commission's vote and shall be incorporated into the records of any public hearing held thereon by the Zoning Commission. A proposal disapproved by the Planning Commission may be adopted by the Zoning Commission by a vote of not less than two-thirds of all the members of Zoning Commission.

- I. **Application of the Town of East Lyme Zoning Commission:** Text Amendment to amend Section 18, to add Section 18.1.13 Lamp post Banners Definition and Section 18.1.9.2 regarding Lamp Post Banners. Zoning Commission to hold a Public Hearing on March 16, 2017)

Mr. Schuch reviewed the task at hand with the Commission noting the Commission is required to furnish a report regarding this Referral for Zoning.

Ms. Bengtson said she doesn't see a time limit and asked if it would be seasonal.

She asked if the banners would be replaced if damaged and said this referral is not complete.

Ms. Bengtson said she cannot vote on something that is not complete.

Mr. Goeschel said the intent of this amendment is for Town business, not for sales.

The Commission discussed banners and felt the life cycle should be specified and the size "18'X 36'" needs to be corrected.

Ms. Bengtson asked how the banners will be mounted on the poles noting that this information is lacking in the request.

Mr. Goeschel said Zoning will be responsible for issuing the permits and they currently have agricultural guidelines for downtown. The request will go before the Board of Selectmen before Zoning.

The Commission discussed signage in Town.

Ms. Bengtson said some kind of policy for banners should be put in place. Mr. Salerno said this is a general regulation.

- ****Motion (4)**

Ms. Bengtson moved that the Planning Commission finds the Application inconsistent because it is incomplete and has the following the comments:

3. **Item #4- "zoning official" should be changed to capital "Zoning Official"**
4. **Item #5- the size needs to be changed from "18'X36'" to "18' wide X 13' tall"**
5. **Item #6 needs to add that the banners should be Town and time specific; the lifecycle needs to be mandated with mandatory replacement clause.**
6. **Item #7 needs to add that no material can interfere with pedestrian, vehicular or bicycle traffic.**
7. **Item #8 needs to be added to institute a time limit between the switching of individual seasonal banners.**

Mr. Lynch seconded the motion.

- ****Motion (5)**

Ms. Bengtson amended her motion to include an “annual time limit for any individual themed banners.”

Mr. Lynch amended his second.

Vote: 6-0-0. Motion carried.

Mr. Goeschel said he can draft a memorandum to the Board of Selectmen to suggest adopting a policy as it pertains to banners.

VIII. Old Business

A. Plan of Conservation and Development (POCD) 2020 Update

This was tabled until the next regularly scheduled meeting.

IX. New Business

A. 24 Darrows Ridge Road/Pazzaglia Request for Extension of Time to file Mylars.

Mr. Goeschel explained that Pazz Construction is requesting a 90-day extension on filing the mylars for the subdivision of 24 Darrows Ridge due to the fact that the housing market and lot sales are slow at this current time.

Ms. Palazzo recused herself from this item due to the fact that she works for the Applicant.

Mr. Schuch sat Mr. Phimister as a Regular Member for this last item.

The Commission discussed the extension.

Ms. Bengtson said should would like to sit on this matter and review the request before making a decision.

Mr. Lynch said he would also like to delay in order to have sufficient time to review this matter.

No action was taken.

Adjournment

****Motion (6)**

Ms. Bengtson moved to adjourn the Planning Commission meeting at 9:12 p.m.

Mr. Lynch seconded the motion.

Vote: 6-0-0. Motion carried.

Respectfully Submitted,

Brooke Stevens

Recording Secretary

Town of

Mark C. Nickerson
First Selectman
MNickerson@eltownhall.com



East Lyme

108 Pennsylvania Ave.
P.O. Box 519
Niantic, Connecticut 06357
Phone (860) 691-4110
Fax (860) 739-2851

TO: Gary Goeschel, Town Planner
FROM: Mark C. Nickerson, First Selectman
DATE: February 16, 2017

At their meeting of February 15, 2017, the Board of Selectmen approved the following:

The Board of Selectmen hereby direct the Planning Commission to submit a report as provided in Section 8-24 of the Connecticut General Statutes regarding the possible construction and operation of a communication tower to be located on a portion of the "Darrow Pond" property owned by the Town.

The Board of Selectmen also direct the Planning Commission to work with Mr. Richard Morris to obtain any and all information that may be needed in order to complete the 8-24 review.

MCN:saa

cc: Mr. Richard Morris, Town of East Lyme



REV.	DATE	DESCRIPTION	BY
1	11/17/20	ISSUED FOR REVIEW	

ISSUED FOR
REVIEW

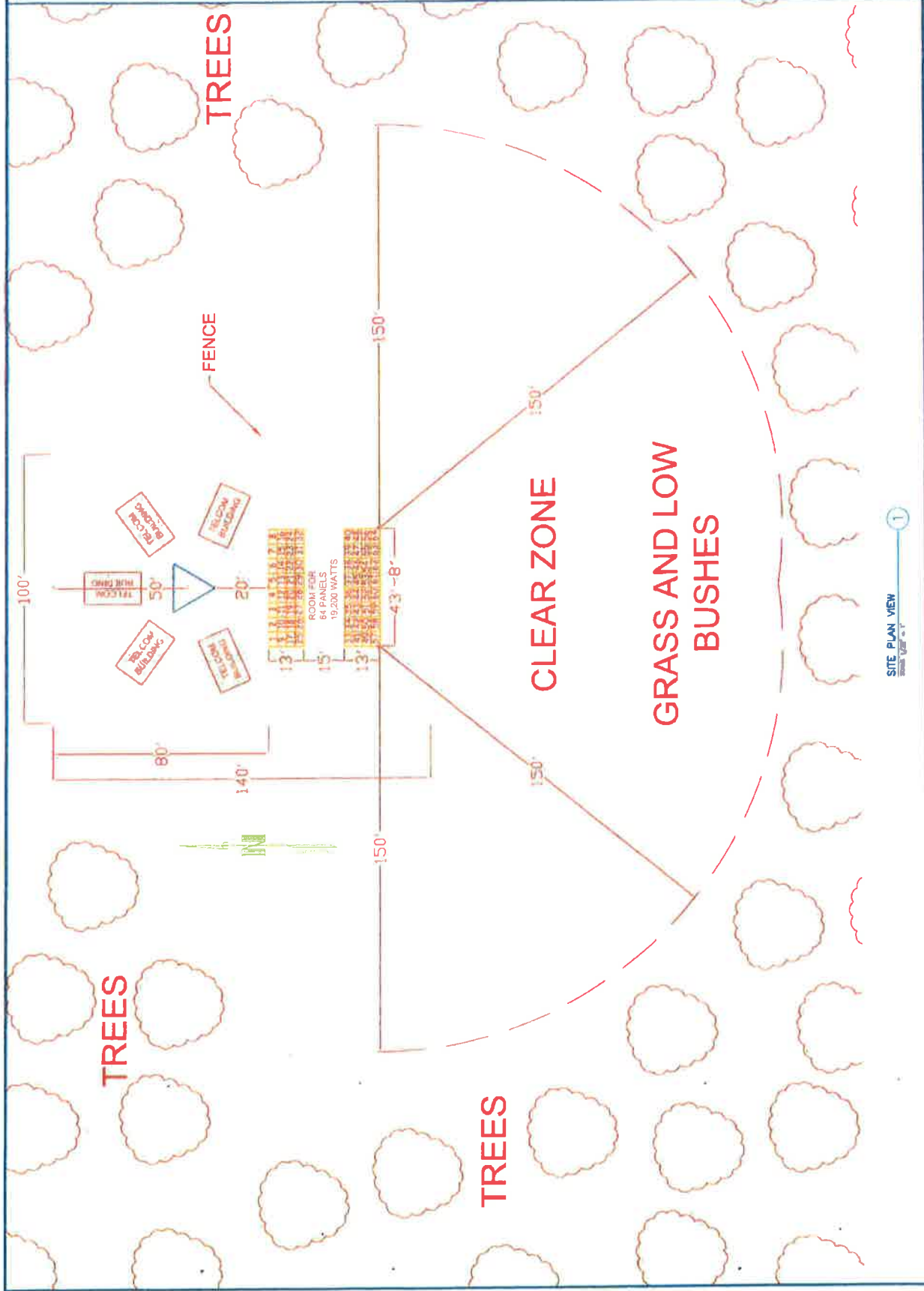
PROJECT TITLE
 TOWN OF EAST LYME
 TOWER PROPOSAL

LOCATION:

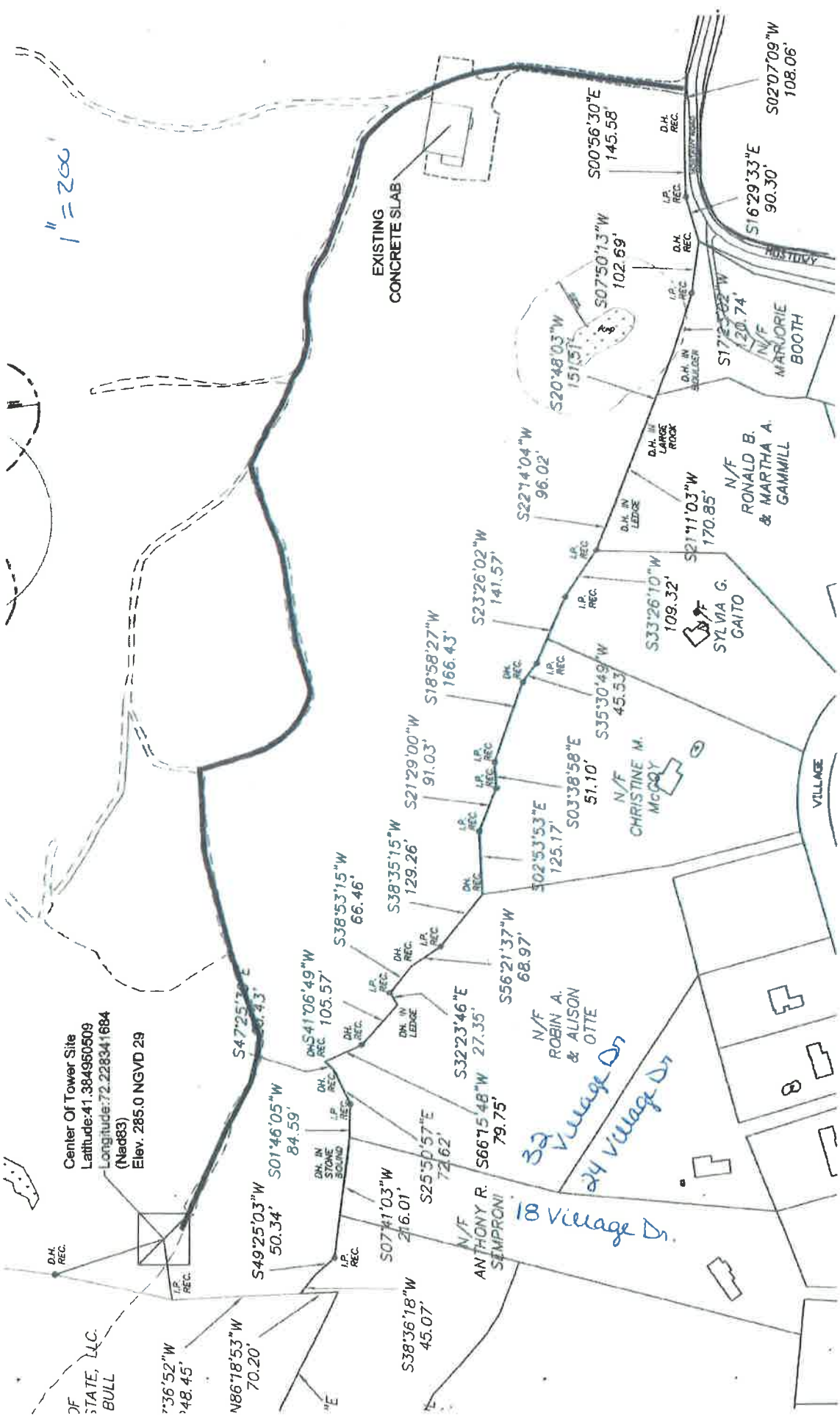
SHEET TITLE
 EAST LYME
 PLAN VIEW

PROJECT NUMBER
 DRAWN BY:
 TODD STACY

SHEET
ANT-2



1
 SITE PLAN VIEW
 Scale: 1/8" = 1'



1" = 200'

Center Of Tower Site
 Latitude: 41.384960509
 Longitude: 72.228341684
 (Nad83)
 Elev. 285.0 NGVD 29

DF STATE, LLC.
 BULL

S36'52"W
 148.45'

N86'18'53"W
 70.20'

S49'25'03"W
 50.34'

S01'46'05"W
 84.59'

S07'41'03"W
 216.01'

S38'36'18"W
 45.07'

S25'50'57"E
 72.62'

N/F ANTHONY R. SEMPRONI

S32'23'46"E
 27.35'

N/F ROBIN A. & ALISON OTTE

S56'21'37"W
 68.97'

N/F CHRISTINE M. MCCOY

S03'38'58"E
 51.10'

S22'14'04"W
 96.02'

S20'48'03"W
 151.31'

S00'56'30"E
 145.58'

N/F SYLVIA G. GAITO

S33'26'10"W
 109.32'

S21'11'03"W
 170.85'

S23'26'02"W
 141.57'

S18'58'27"W
 166.43'

S07'50'13"W
 102.69'

S07'50'13"W
 102.69'

N/F RONALD B. & MARTHA A. GAMMILL

S17'23'02"W
 120.74'

S16'29'33"E
 90.30'

S02'07'09"W
 108.06'

VILLAGE

HUSTON

MARIJORIE BOOTH

EXISTING CONCRETE SLAB

D.H. REC.

I.P. REC.

D.H. IN LEDGE

D.H. REC.

D.H. IN STONE BOUND

D.H. REC.

I.P. REC.

D.H. REC.

I.P. REC.

D.H. IN LEDGE

I.P. REC.

D.H. REC.

D.H. REC.

I.P. REC.

D.H. REC.

I.P. REC.

D.H. REC.

I.P. REC.

D.H. REC.

I.P. REC.



11000 W. 11th Street
 Suite 100
 Overland Park, KS 66204
 Phone: 913.241.1100
 Fax: 913.241.1101
 www.marcuscomm.com

REV	DATE	DESCRIPTION
1	8/20/18	ISSUE
2	8/21/18	ISSUE
3	8/21/18	ISSUE
4	8/21/18	ISSUE

THIS DOCUMENT CONTAINS THE
 PROPRIETARY AND CONFIDENTIAL
 INFORMATION OF MARCUS COMMUNICATIONS, INC.
 AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY
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 CONFIDENTIAL AND NOT TO BE
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 ANY FORM OR BY ANY MEANS,
 ELECTRONIC OR MECHANICAL,
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 AND RETRIEVAL SYSTEM, WITHOUT
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 MARCUS COMMUNICATIONS, INC.

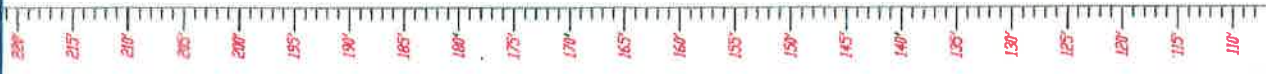
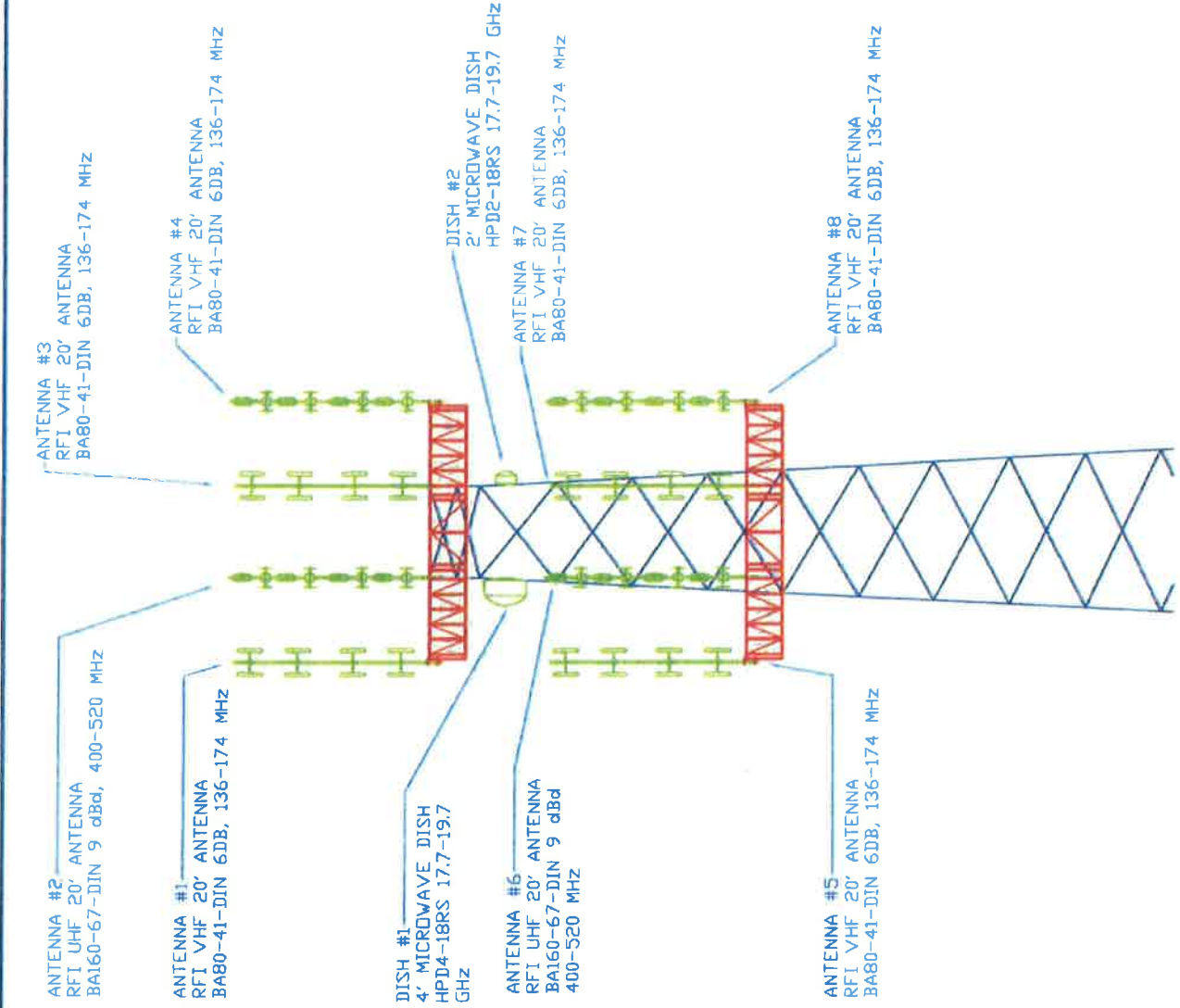
PROJECT TITLE:
 TOWN OF EAST LYME
 TOWER PROPOSAL

LOCATION:

SHEET TITLE:
 EAST LYME
 TOWER ELEVATION 180'

PROJECT NUMBER:
 DRAWN BY:
 TODD STACY

SHEET
ANT-1



TOWER ELEVATION 180'
 SCALE: 1/8" = 1'

A 25' easement across The Town of East Lyme land on Mostowy Road on land shown on a plan entitled "LAND TO BE COVEYED TO DARROW POND, L.L.C. FROM NEW ENGLAND NATIONAL MOSTOWY ROAD EAST LYME, CONNECTICUT " Scale 1" = 300' Dated 4-5-05, Revised thru 5-11-05 by J. Robert Pfanner & Associates, P.C.

The center line of the easement is described below.

Beginning at a point on the west side of Mostowy Road $N02^{\circ}07'09''E$ 70.00 ft. from a drill hole then running $N81^{\circ}31'54''W$ a distance of 320.45' to a point, thence along a curve to the left with a radius of 300.00 and a length of 409.27' to a point, thence running generally south the following :

$S22^{\circ}08'48''W$ a distance of 263.25' to a point thence running

$S00^{\circ}11'47''E$ a distance of 122.53' to a point thence running

$S25^{\circ}55'56''W$ a distance of 253.54' to a point thence running

$S20^{\circ}03'13''E$ a distance of 175.57' to a point thence running

$S12^{\circ}13'11''E$ a distance of 263.50' to a point thence running

Along a curve to the right with a radius of 100.00 and a length of 118.58' to a point thence

running $S55^{\circ}43'20''W$ a distance of 60.73' to a point thence running

$S73^{\circ}01'00''W$ a distance of 126.09' to a point thence running

$S03^{\circ}21'37''E$ a distance of 167.19' to a point thence running

$S14^{\circ}13'03''E$ a distance of 191.30' to a point thence running

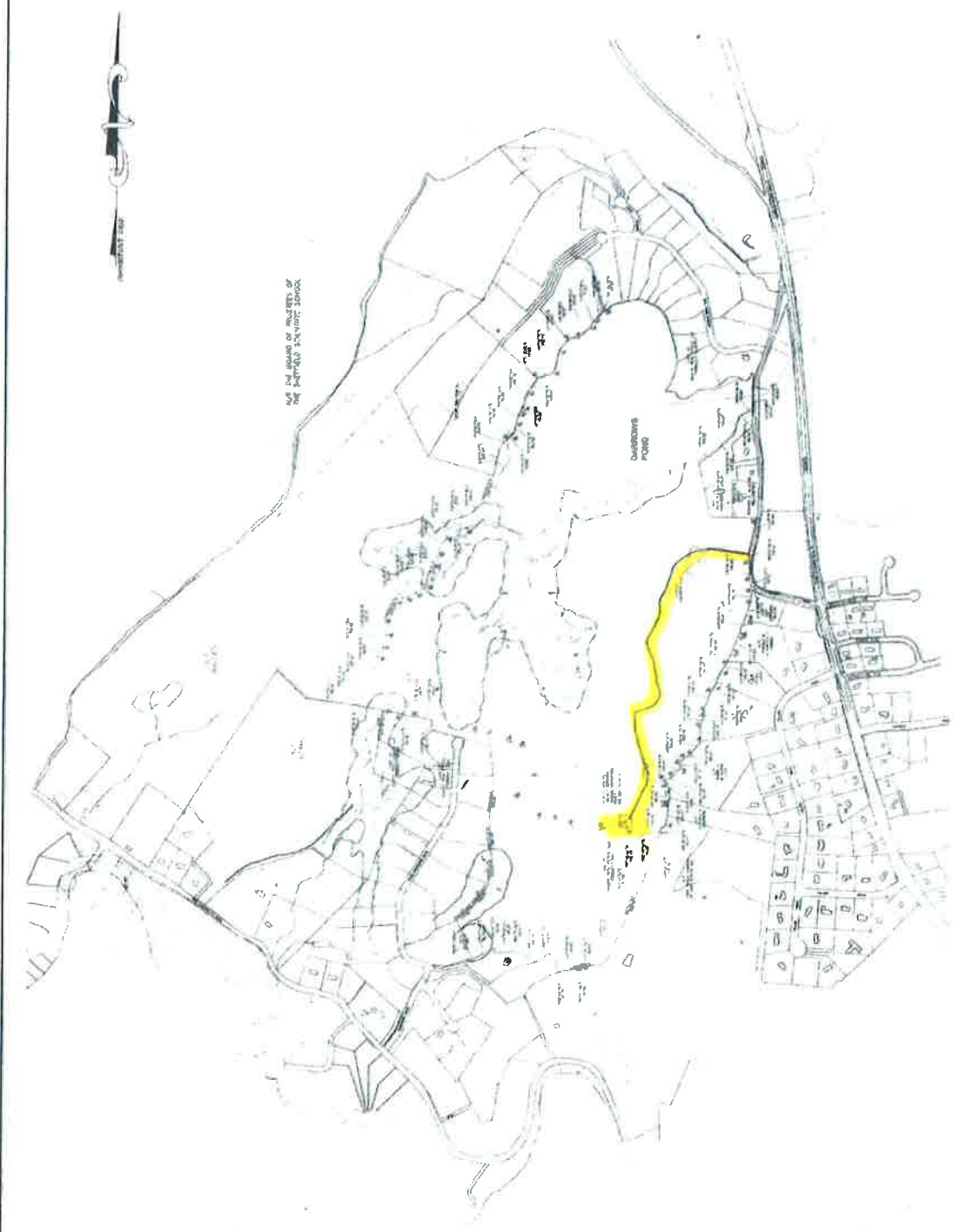
$S19^{\circ}13'57''E$ a distance of 157.43' to a point thence running

Along a curve to the right with a radius of 100.00 and a length of 73.43' to a point thence

running $S22^{\circ}50'27''E$ a distance of 319.51' to a point on the Northeast corner of the 100'

by 140' Tower site.Z

E



THIS PLAN AND THE TITLE HEREON ARE THE PROPERTY OF J. ROBERT PFANNER & ASSOCIATES, P.C. ANY REPRODUCTION OR TRANSMISSION OF THIS PLAN OR THE TITLE HEREON WITHOUT THE WRITTEN PERMISSION OF J. ROBERT PFANNER & ASSOCIATES, P.C. IS PROHIBITED.

DATE:	March 1, 2014
DRAWN BY:	BDP
CHECKED BY:	BDP
SCALE:	AS SHOWN
PROJECT NO.:	14-0001
SHEET NO.:	17

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET SUITE 1000, CONNORVILLE, CT 06037
 TEL: 860-338-8818



Proposed
 Emergency Communications Tower
 Prepared for
 Town of East Lyme, C/O Marcus Communications
 At Darrow Pond
 East Lyme, Connecticut

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between the town of East Lyme, Connecticut ("Landlord") and Mostowy Towers, LLC, a Connecticut limited liability company with principal offices located at 33 Mitchell Drive, Manchester, CT ("Tenant").

RECITALS:

WHEREAS, Landlord is the owner of a certain parcel of land located in the Town of East Lyme at 16 Mostowy Road, as shown on a map entitled "Land to be Conveyed to Darrow Pond L.L.C. from New England National Mostowy Road East Lyme, Connecticut" dated 04/04/04, revised 05/05/05 by J. Robert Pfanner & Associates, P.C. and recorded on the map records for the Town of East in Drawer 6, Number 223 on May 12, 2005, and as updated on a map entitled "Proposed Emergency Communications Tower Prepared for Town of East Lyme C/O Marcus Communications at Darrow Pond, East Lyme Connecticut", dated December 1, 2016 by J. Robert Pfanner & Associates, P.C. in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Tenant is in the wireless telecommunications business and desires to lease from Landlord approximately 14,000 square feet of the Property, as shown on the Site Plan and more particularly described in Exhibit B attached hereto (the "Leased Premises") to construct and operate a communications tower ("Tower") of up to 195 feet in height for placement of antennas and related equipment and placement of accessory buildings, support structures and related ground equipment for the use by the Landlord, Tenant and its Subtenants, and other permittees in connection with the telecommunications business; and

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as hereinafter defined) upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant do hereby mutually agree as follows:

1. Option to Lease.

(a) In consideration of the payment of One Hundred Dollars (\$100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the Property on the terms and conditions set forth (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and Landlord's agreement, which shall not be unreasonably withheld, conditioned or delayed, and payment of the sum of One Hundred Dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension, and during the Term of this Lease, Landlord recognizes that Tenant is responsible for obtaining and securing all necessary approvals, authorizations, licenses and permits at the Tenant's sole cost. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension, and during the Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension, Tenant may exercise the Option by notifying Landlord in writing in accordance with Section 12.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property described and referred to herein as the Leased Premises, sufficient for placement of the Facilities, together with all necessary space for ingress and egress, and utilities. Landlord may grant easements required by any utility company in order to carry out the purposes of this Lease. Any such easement shall be in favor of the utility company and shall not exceed \$10,000 in value. The Leased Premises, located at 16 Mostoway Road, East Lyme, Connecticut 06357, comprise approximately 14,000 square feet.

2. Term.

The initial term of this Lease shall be twenty (20) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use.

(a) The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. If Tenant exercises the Option, it shall construct a tower of sufficient height (195 feet) so that both Tenant and Landlord can place telecommunications equipment on the tower. The uses specified in this section are the only ones allowed on the Premises and use of the Premises is for "No Other Purpose."

(b) Tenant shall reserve the top twenty (20') feet of the Tower for the Landlord's use. Tenant shall have the right to install Tenant's equipment on such 20' top section, provided it does not interfere with Landlord's Equipment or prohibit Landlord from utilizing such 20' section of the Tower as set forth on Exhibit E. Tenant shall be responsible for the cost of installing and connecting the Town of East Lyme Fire and Police Department, public safety and public utility

communication equipment, and Water and Sewer Department antennas, wireless meter reading equipment and equipment on the Tower (the "Landlord's Equipment"), and making unused space on the top 20 feet of the Tower available at no cost for other Town services provided that at the time of installation all such public sector antennas, equipment and/or improvements will not interfere with other Tenants or subtenants or users on the Tower. Likewise, Tenant's equipment and/or improvements must not interfere with Landlord's use of its communications and related equipment, any equipment installed by Landlord, Landlord's Fire Department, Landlord's Police Department, Landlord's Public Works Department, Landlord's Board of Education, and/or other emergency service providers that provide service in the Town of East Lyme. Landlord shall provide Tenant with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, for any equipment that may potentially be installed on the Tower. Tenant shall provide a bond, pursuant to Section 10 of this Lease Agreement, to ensure the proper installation and connection of the Landlord's communication and related equipment. The Tenant hereby represents that the installation of the Landlord's communications and related equipment will be done in a sequence and in a manner so that there shall be no lapse or disturbance in the Landlord's emergency communications equipment or public utilities equipment. The installation and connection of the Landlord' Equipment shall be performed by the Tenant at the Tenant's sole expense. This obligation shall be deemed to be and shall become Additional Rent whether or not the same is designated as such and Landlord shall have the same remedies for any failure by the Tenant to allow Landlord to install Landlord's equipment as for a nonpayment of Rent.

(c) Except as specifically set forth in this Agreement, Tenant shall be solely responsible for payment of all expenses relating to the Tenant's use of the Premises as a communications site, and Tenant shall indemnify and hold Landlord harmless and immediately pay off and release any claims or mechanic's liens or other liens or attachments on the Premises relating to Tenant's activity on the Premises, or any third party use or assignee of the Tenant during the Term.

(d) Tenant shall be responsible, at its sole cost, for obtaining separate utility services and/or ingress and egress to the Premises, including but not limited to electrical, phone (via microwave backhaul or as otherwise determined appropriate by Tenant) and cable service (if deemed appropriate by Tenant) and for paying all ongoing costs associated with such easements. Landlord agrees to grant easements required by any utility company in order to carry out the purposes of this Lease. Any such easement shall be in favor of the utility company and shall not exceed \$10,000 in value; provided, however that Landlord, in its capacity as a tenant on the tower to be constructed, shall be responsible for the cost of the electrical, phone and cable service (as applicable) required for use of the Landlord's equipment on Exhibit D. Tenant shall have the right to install a microwave backhaul dish antenna and ancillary equipment at tenant's cost, at Landlord's tower located at 171 Boston Post

Road, East Lyme, CT 06333, ("Boston Post Road Tower") for purposes of transmitting telephone service and internet and ethernet connectivity, from the Boston Post Road Tower to the proposed Tower at the subject Property.

(e) Tenant shall have the sole right to lease space within the Premises and on the Tower to all communications users for placement of their antenna equipment. Any carrier or Subtenant seeking to install the additional antennas upon the Tower shall provide, at its expense, reasonably sufficient information as may be reasonably required by Landlord to determine that the new proposed use will not interfere with Landlord's use of the Tower. Landlord shall not unreasonably withhold its approval of any such use.

(f) Tenant shall use the Leased Premises for the construction, operation and maintenance of the Tower to provide communications services, including without limitation, antennas, an equipment base station and the spaces required for cable runs to connect the equipment and the antennas, in the location described in Exhibit B. Landlord and Tenant shall have the right to alter, improve, change, replace, remove, withdraw, supplement, extend and make substitutions for their respective antennas, equipment and other facilities.

Tenant shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration ("FAA") approval of Tenant's Tower) in connection with the use, operation, maintenance, construction and/or installation of the Premises. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement a satisfactory building structural and environmental analysis, if Tenant so requires, and all of the certificates, permits, licenses and other approvals (collectively the "Governmental Approvals") that may be required by any applicable federal, state or local law or regulation.

4. Rent.

(a) Tenant shall pay to Landlord as Base Rent \$1,000.00 per year. The Base Rent shall increase by two percent (2%) per year for every year that this Lease is in effect.

(b) Subject to all permits and approvals from all governmental agencies having jurisdiction over the Premises, Tenant may lease or license space on the tower forming a part of the Facilities to a third party (each a "Third Party Lessee") for installation, operation and maintenance of telecommunications equipment, whether similar or dissimilar to Tenant's installation, on such terms and conditions as Tenant in its sole discretion, desires (each a "Third Party Lease"). Landlord shall receive as additional rent under this Lease, fifty percent (50%) of all Net Rental Income (as defined below) actually received by Tenant pursuant to the Third Party Lease (the "Collocation Fee"). For purposes of

this Site Lease with Option, Net Rental Income shall mean income received by the Tenant less regular site expenses such as generator repair, electricity, insurance, site maintenance costs, real property taxes, regulatory fees and expenses and other regular site expenses incurred by Tenant, exclusive of payroll taxes, consultation fees or related expenses. Landlord shall have the right to request and receive, within a reasonable timeframe, an accounting from Tenant with respect to Third Party Leases so that Landlord may confirm the costs deducted by Tenant from gross revenues received.

5. Renewal.

Landlord and Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth in this Lease. This Lease shall automatically renew for each successive Renewal Term unless Landlord or Tenant notifies the other, in writing, of its intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (collectively, the "Term").

6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its sole expense, to erect and maintain on the Premises any improvements, personal property and facilities necessary to operate its telecommunications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility and electrical lines (collectively, the "Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Facilities at any time during the Term. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Facilities. The Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Facilities at any time during and upon the expiration or termination of this Lease.

(1) Prior to commencing construction, Tenant shall also provide Landlord with a bond, pursuant to Section 10 of this Lease Agreement, to ensure construction and completion of all improvements and payment of all contractors, subcontractors and material suppliers.

(b) If Tenant has not completed construction and installation of the Tower and has not transferred and/or connected the Landlord's communication equipment and related facilities as described in Section 3(b) within eighteen (18) months from the date that the Tenant exercises its Option as set forth herein, Landlord shall have the right to terminate this Lease. Notice of Landlord's exercise of its right to terminate shall be given to Tenant in writing by certified mail, return

receipt requested, and shall be effective upon the mailing of such notice by the Landlord. Any rent or other amounts paid by Tenant prior to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations, including the payment of money, to each other.

(c) Tenant, at its expense, may use any and all appropriate means of restricting access to the Facilities, including, without limitation, the construction of a fence.

(d) Tenant shall, at Tenant's expense, keep and maintain the Facilities now or later located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Subject to Section 7, upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted and if Tenant and Landlord agree in writing to assign or transfer the Tower to Landlord, then Landlord shall have the option to keep the tower. If Landlord elects to have the tower removed at the end of the Term, the Tenant shall perform such removal at its sole cost.

(e) Tenant shall have the right to install utilities, at Tenant's sole expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators and associated above ground or below ground tanks). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. This includes the installation of (1) the access road and at Tenant's option a utility trench running from Mostoway Road to tower location and (2) a microwave installation from this Tower to the Landlord's Boston Post Road Tower (or another comparable tower in the event that the Boston Post Road Tower is no longer viable). Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(f) The Leased Premises, as described in section 1(c) shall allow ingress and egress to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power (which may include a ground mounted solar facility) and telephone service cable, and to service the Premises and the Facilities at all times during the Term of this Lease.

(g) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Term at no charge to Tenant. Landlord shall have access to the Premises via a "daisy chain" lock to be maintained on the gate to the Premises.

(h) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, including vegetation overgrowth control and snow removal, at its sole expense, except for any damage to such roadways caused by Tenant's negligence.

7. Termination.

Except as otherwise provided, this Lease may be terminated, without any penalty or further liability, as follows:

(a) Immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Facilities on the Premises, or if Tenant does not, after using commercially reasonable efforts, obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Facilities or Tenant's business.

(b) Upon thirty (30) days' written notice by Tenant if Tenant determines that the Premises or the Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.

(c) Immediately upon written notice by Tenant if the Premises or the Facilities are destroyed or damaged so, in Tenant's reasonable judgment, as to substantially and adversely affect the effective use of the Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction.

(d) At the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises or Facilities unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(e) in the event that Landlord terminates this Lease and/or after the expiration of the lease, and for as long as the Facilities remain in use then (i) Tenant shall have the right to keep its telecommunications equipment that comprises part of the Facilities in place on the tower without payment of rent to Landlord and (ii) Tenant shall retain its right to its share of the revenue from any Third Party Lease; provided however that Landlord shall have the right to require Tenant to manage the Third Party Leases in accordance with Section 4(b).

8. Default and Right to Cure.

Notwithstanding anything contained in this Lease to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure to its completion after thirty (30) days' written notice specifying such failure of performance or default or within such additional period as may reasonably be required to cure such default if, because of any cause beyond the reasonable control of the defaulting party, the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, provided the defaulting party shall duly institute and thereafter diligently prosecute to completion all steps necessary to cure the default. In addition to its rights to re-enter the Premises and recover possession thereof, in the event of a default which has not been cured within the applicable cure period, the Landlord shall have the right to recover all rent due up to the time of such termination, arising from such default or defaults by the Tenant, and all costs reasonably necessary to return the Premises to the condition in which they were maintained at the commencement of the Lease.

9. Taxes.

If applicable, Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and pursue recoupment of such amounts from Landlord via any available legal remedy. Notwithstanding the foregoing, with respect to any time during the Term, Tenant shall pay any personal property tax or any or fee which is directly attributable to the presence or installation of Tenant's Facilities or the Premises. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided in this section.

10. Bond.

Prior to commencing construction, Tenant shall also provide Landlord with a bond, in a form acceptable to the Landlord, in the amount of One Hundred Twenty-Five Thousand (\$125,000.00) Dollars. Said bond shall ensure construction and completion of all improvements and payment of all contractors, subcontractors

and material suppliers, and ensure that the installation and connection of the Landlord's communication equipment and related facilities, as identified herein is completed in accordance with the terms and conditions of this Agreement Tenant shall provide to the Landlord the names of all contractors that will be constructing the improvements. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured by those policies. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waiver set forth in Section 11(b) above, and subject to the limits of their respective insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) The provisions of this Section 11 shall survive the expiration or termination of this Lease and shall expire upon the end of the period for which each party's insurer will accept a claim.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

(f) Tenant and each of its contractors shall obtain Commercial General Liability Insurance, naming the Landlord as an additional insured, so that the Landlord shall be protected as the owner of the leased premises from claims for

damages for personal injury, liability, accidental or wrongful death, as well as property damage, which may arise from operation on the leased premises. Tenant shall also require each of its contractors to obtain the insurance set forth in Section 10(B)(1) and (2) above.

(g) The Tenant will require all Sub tenants of Tenant to carry in full force and effect during the term of any sublease agreement at the Leased Area, general liability insurance including personal property, workers compensation and bodily injury. The policy of insurance shall be issued by a company authorized to do business in the State of Connecticut, and shall be in a minimum amount of \$1,000,000.00 and shall name Tenant and Landlord as additional insured parties. The Subtenants will be required to provide certificates to the Tenant evidencing that such insurance is in full force and effect and the policy shall obligate the insurance company to notify the Landlord and Tenant no less than thirty days prior to the termination.

(h) Tenant's Equipment. Tenant shall insure all equipment, tools, enclosures and vehicles owned, leased or used by Tenant and shall evidence coverage with a certificate of insurance. The contractor shall hold Landlord harmless for any loss or damage to such equipment, tools, etc.

(i) Certificates shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to the Town of East Lyme Policies that lapse and/or expire during the term of work shall be re-certified and received by the Town of East Lyme no less than twenty (20) business days after expiration or cancellation.

12. Notices.

All notices, requests, demands and other communications shall be in writing and are effective (i) three (3) days after deposit in the U.S. mail, certified and postage paid, or (ii) upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier, or (iii) upon receipt if sent by electronic mail to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Mostowy Towers, LLC
Attn: Michael Bula, CFO
33 Mitchell Drive
P.O. Box 1498
Manchester, CT 06045
alehv@princelobel.com
Email: mike@marcusradio.com

With a copy to:

Rick Sousa, Esq.
Prince Lobel Tye LLP
100 Cambridge Street
Boston, MA 02114
Email:

If to Landlord, to:
Town of East Lyme
C/o First Selectman
P.O. Box 519
108 Pennsylvania Ave
East Lyme, CT 06033

With a copy to:
Town of East Lyme
Fire Marshal
171 Boston Post Road
East Lyme, CT 06333

13. Title and Authority.

Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord agrees, represents and warrants to Tenant: (i) there are no pending or threatening investigations, proceedings, charges, complaints, demands, notices, enforcement actions, liens or attachments by any person or government agency against the Property; (ii) the Property is owned solely by Landlord in Fee Simple; (iii) prior to the execution of this Lease Agreement, Landlord is required to obtain the approval of the East Lyme Board of Selectmen, following a public hearing pursuant to §7-163e of the Connecticut General Statutes and receipt of a report from the East Lyme Planning Commission pursuant to section 8-24 of the Connecticut General Statutes (iv) Landlord's execution and performance of this Agreement will not violate or conflict with the provisions of any agreement, court order, decree, mortgage or other encumbrance to which Landlord is bound, (v) Landlord has not voluntarily entered into any bankruptcy proceedings and is not insolvent.

Tenant agrees, represents and warrants to Landlord that a) it is a legally formed and validly existing Connecticut limited liability company in good standing with the State of Connecticut b) that the execution and delivery of this Lease by the Manager has been duly authorized in accordance with the Operating Agreement of Tenant c) that Tenant shall not erect upon or utilize the radio transmission tower contemplated by this Lease until all applicable governmental permits and approvals have been received and d) that Tenant shall use its best efforts to maintain in full force and effect all necessary governmental permits and approvals throughout the Term of this Lease or any renewals thereof.

14. Quiet Enjoyment.

Landlord covenants that Tenant, on paying the rent and performing covenants herein shall peaceably and quietly have, hold and enjoy the Premises.

15. Environmental Laws.

Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified

as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, or any agent, representative or designee of Tenant, or any Subcontractor employed by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subleasing.

Tenant shall have the right to assign or otherwise transfer this Lease and the Easements granted in this Lease upon written notice to Landlord to any person or business entity which has sufficient assets to enable it to meet all of Tenant's obligations under this Lease and: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; or (iv) is a tower construction or management company. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied. Upon such assignment, Tenant shall be relieved of all liabilities and obligations under this Lease and Landlord shall look solely to the assignee for performance under this Lease and all of its obligations. All Assignees and/or Sublessees shall honor all existing agreements between Landlord and Tenant, as applicable. Tenant may sublease the Premises, upon written notice to Landlord, provided that Tenant shall remain liable for all of its obligations under this Lease. Tenant, upon notice to Landlord, may grant a security interest in this Lease and the Facilities, and may collaterally assign this Lease and the Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

17. Successors and Assigns.

This Lease and the Easements granted in this Lease shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. This Agreement shall extend to and bind personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land, or extension thereof, during the usual course of its' business, disclose to any lender, financial institution, attorneys, accountants, or similar individuals or entities or if required by law, for any mortgagee or superior Landlord, the terms and conditions of this Agreement, provided however, that except for the foregoing, the Landlord shall not disclose any of the terms and conditions of this Agreement, or any documents provided pursuant to this Agreement, except with the prior written consent of the Tenant and except for the requirements of any federal, state or municipal law or regulation. The parties may substitute recipient names and addresses by giving written notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address, of which no notice was given, shall be deemed to be receipt of any such notice.

18. Waiver of Landlord's Lien.

Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion of them, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws

19. Miscellaneous.

(a) The parties agree that in the event of a dispute regarding this Lease or any of the terms herein, the parties' sole remedy shall be litigation and not arbitration. The parties agree that any litigation regarding this Lease shall be brought in the Superior Court for the Judicial District of New London, Connecticut. The parties hereby waive their rights to a trial by jury and to remove any litigation to Federal Court.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection with the title insurance.

(f) This Lease shall be construed in accordance with the laws of the state of Connecticut, without regard to its conflicts of law principles.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to and any Addenda are incorporated for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

20. Estoppel. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which any sums owed to Landlord are paid in advance, if any, and (b) acknowledging that there are not, to such parties knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Property, as the case may be.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

Witnesses:

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Date: _____

Printed Name: _____

**TENANT:
MOSTOWY TOWERS, LLC**

Witnesses:

By: _____

Printed Name: _____

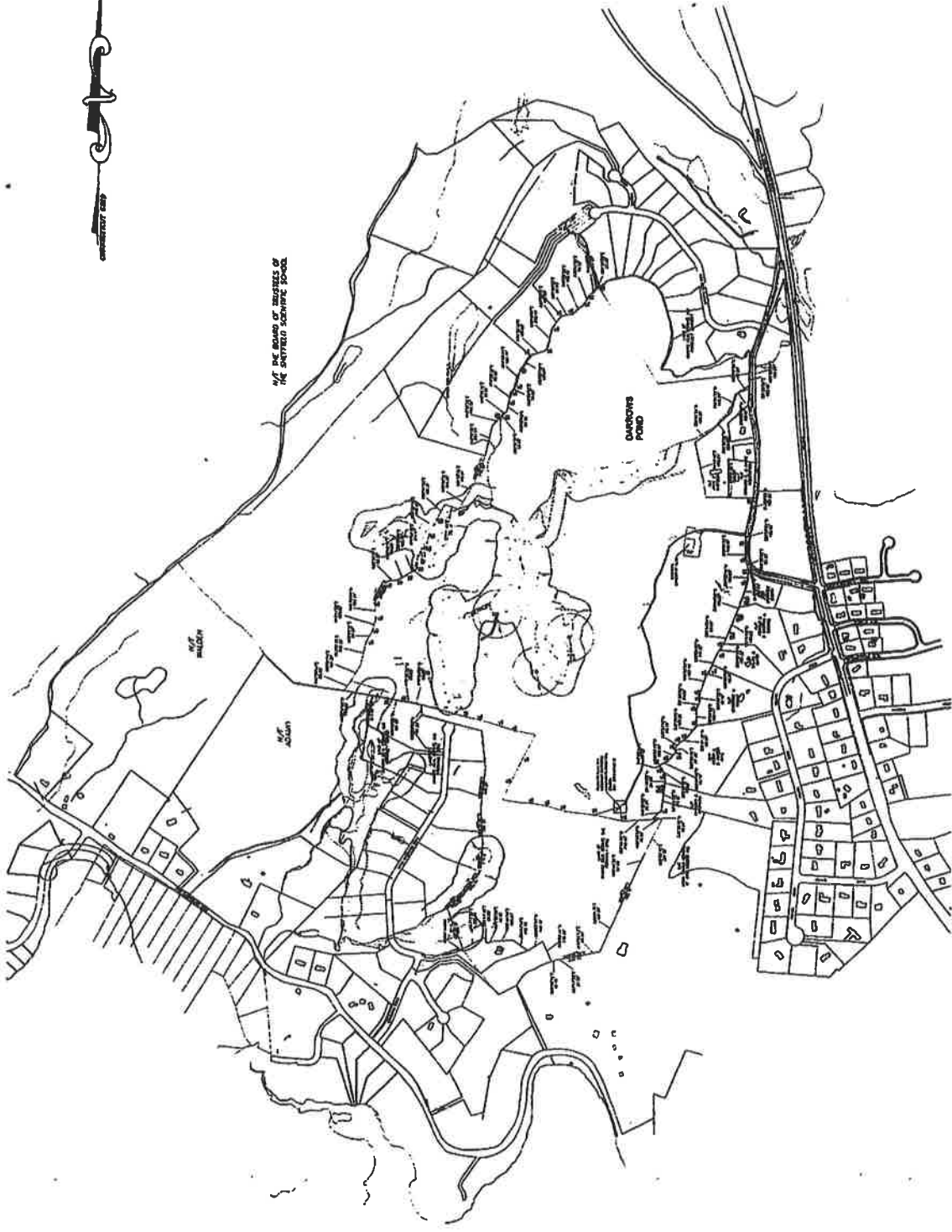
Printed Name: _____

Its: _____

Date: _____

Printed Name: _____

EXHIBIT A



1/2 AC. BEARING OF INTEREST OF
THE DARTMOUTH COLLEGE

DARROW'S POND

NO.	DATE	DESCRIPTION	BY

DRAWN BY: BDP DATE: December 1, 2016

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
 57 GRAND STREET, HARTFORD, CONNECTICUT 06183
 TEL. 860-739-4216 FAX 860-739-0883



**Proposed
 Emergency Communications Tower**
 Prepared for
Town Of East Lyme, C/O Marcus Communications
 At Darrow Pond
 East Lyme, Connecticut

02024

EXHIBIT B

The Leased Premises

The Leased Premises is legally described as follows:

The center line of the access road is described as follows:

Beginning at a point on the west side of Mostowy Road N02°07'09"E 70.00 ft. from a drill hole then running N81°31'54"W a distance of 320.45' to a point, thence along a curve to the left with a radius of 300.00 and a length of 409.27 ' to a point , thence running generally south the following :

S22°08'48"W a distance of 263.25' to a point thence running
S00°11'47"E a distance of 122.53' to a point thence running
S25°55'56"W a distance of 253.54' to a point thence running
S20°03'13"E a distance of 175.57' to a point thence running
S12°13'11"E a distance of 263.50' to a point thence running
along a curve to the right with a radius of 100.00 and a length of 118.58' to a point thence
running S55°43'20"W a distance of 60.73' to a point thence running
S73°01'00"W a distance of 126.09' to a point thence running
S03°21'37"E a distance of 167.19' to a point thence running
S14°13'03"E a distance of 191.30' to a point thence running
S19°13'57"E a distance of 157.43' to a point thence running
along a curve to the right with a radius of 100.00 and a length of 73.43'to a point thence
running S22°50'27"W a distance of 319.51' to a point on the Northeast corner of the 100'
by 140' Tower site.

The cell tower site is described as follows:

Beginning at the Northeast corner of the Tower site then running S 00°00'00"E a distance of 140.00'to the Southeast corner of said site then running S90°00'00"W a distance of 100.00' to the Southwest corner then running N 00°00'00"W a distance of 140.00'to the Northwest corner of said site then running N90°00'00"E a distance of 100.00' to the point and place of beginning. There is a 150' radius clearing as shown on the plan.

The access road, cell tower site and clearing area, collectively known as the "Leased Premises" are shown on a map entitled "Proposed Emergency Communications Tower Prepared for Town of East Lyme C/O Marcus Communications AT Darrow Pond East Lyme Connecticut "Scale 1" = 100' Dated February 20, 2017 by J. Robert Pfanner & Associates P.C.

EXHIBIT C

Memorandum of Lease

Assessor's Parcel Number: _____

A Site Lease with Option (the "Lease") by and between _____, a(n) _____ ("Landlord") and Mostowy Towers, LLC, a Connecticut limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of twenty (20) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Landlord and Tenant shall have the right to extend this Lease for five (5) additional successive five-year (5) terms.

IN WITNESS WHEREOF, the parties have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD:

Witnesses:

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Date: _____

Printed Name: _____

TENANT:
MOSTOWY TOWERS, LLC

Witnesses:

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Date: _____

Printed Name: _____

[Notary block for Landlord]

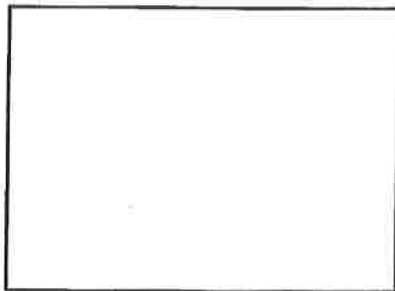
STATE OF _____)

COUNTY OF _____)

ss. _____

This instrument was acknowledged before me on _____
_____, 2017 [date] by _____ [name of signator], the _____
_____ [title of signator] of _____ [Landlord entity
name] a _____ [type of entity], on behalf of said _____
_____ [Landlord entity name].

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My Commission Expires _____

**Memorandum of Lease
EXHIBIT A
Legal Description**

The Leased Premises is legally described as follows:

The center line of the access road is described as follows:

Beginning at a point on the west side of Mostowy Road N02°07'09"E 70.00 ft. from a drill hole then running N81°31'54"W a distance of 320.45' to a point, thence along a curve to the left with a radius of 300.00 and a length of 409.27 ' to a point , thence running generally south the following :

S22°08'48"W a distance of 263.25' to a point thence running

S00°11'47"E a distance of 122.53' to a point thence running

S25°55'56"W a distance of 253.54' to a point thence running

S20°03'13"E a distance of 175.57' to a point thence running

S12°13'11"E a distance of 263.50' to a point thence running

Along a curve to the right with a radius of 100.00 and a length of 118.58' to a point thence running S55°43'20"W a distance of 60.73' to a point thence running

S73°01'00"W a distance of 126.09' to a point thence running

S03°21'37"E a distance of 167.19' to a point thence running

S14°13'03"E a distance of 191.30' to a point thence running

S19°13'57"E a distance of 157.43' to a point thence running

Along a curve to the right with a radius of 100.00 and a length of 73.43'to a point thence running S22°50'27"W a distance of 319.51' to a point on the Northeast corner of the 100' by 140' Tower site.

The cell tower site is described as follows:

Beginning at the Northeast corner of the Tower site then running S 00°00'00"E a distance of 140.00'to the Southeast corner of said site then running S90°00'00"W a distance of 100.00' to the Southwest corner then running N 00°00'00"W a distance of 140.00'to the Northwest corner of said site then running N90°00'00"E a distance of 100.00' to the point and place of beginning. There is a 150' radius clearing as shown on the plan.

The access road, cell tower site and clearing area, collectively known as the "Leased Premises" are shown on a map entitled" Proposed Emergency Communications Tower Prepared for Town of East Lyme C/O Marcus Communications AT Darrow Pond East Lyme Connecticut "Scale 1" = 100' Dated February 20, 2017 by J. Robert Pfanner & Associates P.C.

Exhibit D

Landlords Telecommunications Equipment

Mostoway Rd Site Equipment List		
Qty	Part #	Description
Sync Equipment and Mux		
1	SecureSync 013,14	Spectracom Master Oscillator (2 Channel)
5	118-2	Spectracom CTCSS Filter Assy
1	8225	Spectracom GPS Antenna
1	8226	Spectracom Antenna Line Surge Suppressor
200	429150	LDF4-50 1/2' Heliac Transmission Line
2	307941	L4PNF-RC 1/2" Female Connector S/G Captivated
2	377273	L4PNM-RC 1/2" N Male Connector S/G Captivated
1	41669	1/2" Ground Kit
1	LX-300-AC	Harris Intraplex LX-300-AC (Standard IP LX Shelf)
1	SNC101T	Harris SynchroCast3 Module
1	MA480	Harris Module Adapter for SNC101T
1	SCS8	Harris Cable Set For SNC101T
2	VF25	Harris Voice Modules 4 Wire E&M
2	MA305	Harris Module Adapter for VF25 Module
1	PSY50AC	Harris Redundant Power Module
Head End (EOC)		
2	VF25	Harris Voice Modules 4 Wire E&M
2	MA305	Harris Module Adapter for VF25 Module
Radio Equipment		
1	TB8100	Tait VHF Rptr
4	MTR2000	MTR2000 VHF Stations
Site Equipment		
1	410317	Samlex SEC2450BRM/Battery BackUp
1	1722-24-48/13	Wilmore 400-Watt DC-DC Converter Dual Output
2	67328	Tripp Lite 98-121 12V 75AH Battery Glass Mat
1	42796	Isobar UltraBlok 428 Duplex Outlet

Antenna System for Repeaters		
1	15920	ANT150D3 Telewave 2 Bay Dipole Array (TX antenna)
1	37510	ANT150F2 Telewave 144-174 MHz (RX Antenna)
200	429150	LDF4-50 1/2" Helix Transmission Line
4	307941	L4PNF-RC 1/2" Female Connector S/G Captivated
4	377273	L4PNM-RC 1/2" N Male Connector S/G Captivated
2	68433	IS-B50HN-C2-MA Polyphaser 125-1000MHz
40	60369	RG-214 Transmission Line
9	80266	RFN-1006-3F RG-214 Connectors N-Male
1	TX/RX	System combiner and multicoupler

PTP49600 Link New Site to EOC		
1	WB3226AA	PTP49600 (5MHz) Connectoised Link Complete 41Mbps
2	WB2978AA	ALPU-ORT Surge Suppressor for OFDM Links (1 per Unit)
2	Ground Kit Small	Miscellaneous Grounding Hardware
200	498969	Belden 7919A Cat 5e Outside W/Shield
6	441602	Cat 5 Shielded Cable Connectors
3	411548	Ethernet Patch 10' Gray
1	RDN5067A	AC Surge Suppressor
2	Mount HDW	Mounting Hardware
2	Ground Kit Small	Grounding
2	323178	PCTEL Maxrad MPRD2449
80	86672	LMR-600 1/2 Foam cable
16	93865	N-Male Crimp LMR600