

SITE LEASE TRANSMITTAL

Site Number: CTFF781

Date Turned In: <Date Turned In>

Site Name: <Site Name>

Market: <Market>

Site Acquisition Coordinator: <Name Of Coordinator>

<u>Attached please find:</u>		<u>Market Information</u>	
<u>2</u> Landlord-signed leases		Market Entity Name: T-Mobile Northeast LLC	
<u>1</u> Landlord-signed/notarized memorandums		Type of Entity: Limited Liability Company	
<input type="checkbox"/> Owner Authorization Agreement		Market address: 35 Griffin Road	
<input type="checkbox"/> Landlord-signed W-9		Bloomfield, Connecticut 06002	
<input type="checkbox"/> Authorization to sign lease (if applicable)		Director Name:	
		Director Title:	
<u>NOTE: Enter a space (" ") into any fields which do not apply</u>			
<u>Landlord Information</u>			
Landlord	Town of Sherman	2nd Landlord	
Name:		Name	
Landlord			
Entity:		Additional Mailing Address (if any): ↓	
(i.e.		Mailing	<Additional LL Mailing Address>
individual,	Route 39 North	Address:	<City, State, Zip>

corporation, LLC, etc.)	PO Box 39 Sherman, CT 06784	Phone Number:	<Telephone>
Mailing Address:		Fax Number	<Facsimile>
	860-355-1139		
Phone Number:	860-355-6943		
Fax Number:			

Site

Information

Site Address: 2 Taber Road
Sherman, CT 06784

120 square feet

Square
Footage:

Parcel
Number:

Option Terms

Option
Amount: \$100.00 = one hundred dollars

Option Term: one (1) year

Option
Renewal
Term: one (1) year

Site Number: CTFF781
Site Name: <Site Name>
Market: <Market>

Lease Terms**Site Type:**

Payee Name: Town of Sherman

Lease UseRent \$2,200 = two thousand two hundred *Please choose one item below:*

Amount: dollars

Rent Monthly

☐ Ground only

Frequency:

☐ Tower only☐ Tower and GroundRent 115% = one hundred fifteen percent (*over*☐ RooftopIncrease: *preceding term*)☐ Water tank

Utilities: \$200.00 = two hundred dollars

☐ DAS (Distributed Antenna System)

Lease Term: five (5) years

☐ In-building

Renewal five (5) additional five-year terms

☐ Easement only

Terms:

☒ Other, please specify

Cancel sixty (60) days prior

Terms:

Insurance: One Million (\$1,000,000.00)

Aggregate

Insurance: Two Million (\$2,000,000.00)

Instructions: The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!

Comments (no non-standard terms)

Approved by:

Real Estate Manager Date

General Manager/Director Date

Legal Department Date

Vice President (if applicable) Date

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this “**Agreement**”) is effective the date of the last signature on this Agreement (the “**Effective Date**”) by and between Town of Sherman (“**Landlord**”) and T-Mobile Northeast LLC, a Delaware Limited Liability Company (“**Tenant**”).

Landlord and Tenant agree to the following:

- 1. Property Description.** Landlord is the owner of the real property located at 2 Taber Road, Sherman, CT 06784 as further described on **Exhibit A** (the “**Property**”). The Property includes the premises which is comprised of approximately 120 square feet plus any agreed upon additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the “**Premises**”). Tenant, upon written approval of Landlord, reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes that are approved in writing hereto by Landlord.
- 2. Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the “**Option**”). The Option shall commence on the Effective Date and shall continue for two (2) one (1)-year periods (the “**Option Period**”). For each year of the Option Period Tenant shall pay Landlord (at the commencement of each Option Period) two thousand and five hundred dollars (\$2,500.00) which is non-refundable. Upon Tenant’s exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the “**Lease**”).

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate at no additional cost to Landlord with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the reasonably prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord, unless required by federal, state, local law or regulation, shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals. Tenant acknowledges Landlord has no authority and control over independent municipal boards and agencies which act independently at the Office of the First Selectman.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration other than set forth in this Agreement, but not for (i) expansion outside of area defined in **Exhibit B** and or (ii) the expansion of additional antennas or equipment on Silo. The Equipment and Antenna on the Property and Silo as permitted by this Agreement are specifically set forth on **Exhibit B**. Any other use of areas of the Property including Silo, that is not already specified in **Exhibit B** must be permitted by specified written amendment executed by the parties hereto. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable and safe means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities provided that it does not interfere with Landlord and/or pre-existing wireless tenants utilizing the same Silo. If

necessary to maintain service, when the antennas on the Silo are not functioning, subject to Landlord reasonable approval as to location and additional insurance certificate, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall reasonably cooperate with the placement of the temporary facility at a mutually acceptable location. The temporary facility should be active for a length of time that is agreed upon by Landlord and Tenant prior to the installation of the temporary facility.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term.**"

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term. The Landlord may terminate the Lease following the fifth renewal period by delivery of notice six (6) months prior to the end of the fifth renewal term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of two thousand two hundred dollars (\$2,200.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty business (20) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to one hundred fifteen percent (115%) of the Rent for the immediately preceding Term. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred five percent (105%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due. This would include any future non-municipal state or federal tax or other governmental imposition.

e) A one-time non-refundable payment of four thousand dollars (\$4,000.00) is due to the Landlord upon full-execution of this Agreement.

- f) An additional one-time non-refundable payment of (\$23,904.00) is to be remitted to the below entity associated with the Landlord, due upon full-execution of this agreement

Friends of Happy Acres

PO Box 631

Sherman, CT 06784

7. Interference.

a) At any time during this Agreement Landlord shall be entitled to install new, upgraded, or expanded municipal, fire, public safety, health related, police, radio frequency communication equipment of any type from the Silo as it sees fit. The Landlord shall notice the Tenant of such installations at least four (4) months prior to the date of installation and the Landlord and Tenant shall cooperate with Landlord or third parties to reach a mutual resolution of any conflicts in radio frequency with respect to the new equipment for public health, safety and welfare purposes.

b) Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, except as set forth in (a) hereinabove, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference, except as set forth in (a) hereinabove shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference. If the interference from health, safety and welfare, municipal, fire, police, public safety equipment set forth in (a) hereinabove cannot be reasonably worked out between the

parties hereto, either party may terminate the lease upon six (6) months written notice to the other and, except as otherwise set forth herein, neither party shall have liability to the other.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on (as limited by this Agreement), or serving the Property (collectively, the "**Utility Facilities**") provided the installation receives prior approval from the Landlord and it does not interfere with other pre-existing Tenants of Landlord or Landlord public health, safety and welfare equipment.

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meter for Tenant's utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. Tenant shall be solely responsible for access during any and all weather/storm related events. Any plowing or shoveling to obtain access would be solely a Tenant obligation, to the extent plowing was not undertaken by the Landlord, in its sole discretion, for Landlord's purposes; which plowing by Landlord (if any) is not intended to maintain access to the Property for Tenant. Moreover, Landlord has no obligation to maintain the Property, particularly Tenant's Premises as described by **Exhibit B**, in a condition useable by Tenant, regarding snow, ice or other similar conditions. Tenant shall hold Landlord harmless and indemnify Landlord with respect to any

injuries sustained by Tenant, its employees or agents accessing the Property except for the willful misconduct of Landlord.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property as limited by this Agreement said Easements specifically shown and depicted on **Exhibit B** for ingress, egress, communications, power and other utilities, construction, and access to the Premises and Utility Facilities (collectively, the **"Easements"**). As set forth herein in Paragraph 9b, Easements being limited to those temporary easements for the length of Term of the Lease and any extensions thereof specifically granted and specifically by map referenced and/or set forth in this Agreement and at Landlord's request recorded in the land records,. Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, in any manner relating to this Lease, except with the prior written approval of Tenant. Any temporary Easement shall be released and terminated by Landlord upon expiration of the Lease and any extensions thereto, upon Landlord's signature and no further writing between the parties will be required.

10. Termination. Tenant may terminate this Agreement without further liability, upon ninety (90) days prior written notice to Landlord after the first two (2) years of the Lease, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission (**"FCC"**) ruling or regulation that is beyond the control of Tenant; (iii) technical reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. After the first two (2) years of the Lease, upon six (6) months' prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

Within ninety (90) days of termination of this Agreement, whether by lapse of time or otherwise, the Tenant shall remove all of its Facilities and all of its underground wires and other appurtenances, including but not

limited to any concrete foundation pads (if any), including subsurface concrete if requested by Landlord any and all Tenant utilized areas including but not limited to Easement Areas to its original condition, reasonable wear and tear excepted. Tenant prior to Lease termination shall specifically inquire if the Landlord requests that the concrete and natural stone retaining wall be removed or left in place. The Landlord has the right to request it be removed and if so requested, Tenant shall remove the retaining wall at its sole cost and expense within one hundred eighty (180) days of Lease termination. In the event that Tenant fails or neglects to remove any of the foregoing after written notice from the Landlord, Landlord may undertake removal and Tenant shall be responsible for all reasonable costs incurred by Landlord provided Landlord provides documentation to Tenant evidencing said costs. Upon submission of proper invoices received by Tenant for removal by Landlord pursuant to the hereinabove sentence, Tenant shall pay said invoices within ninety (90) days after receipt by Tenant.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord. Tenant shall maintain business interruption insurance and as long as the equipment and antennas are located on Landlord's Property, Tenant shall pay Landlord rent in the event of casualty not caused by Landlord's negligence.

12. Default and Right to Cure. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified in this Agreement and does not cure such breach within thirty (30) days after receipt of written notice of such breach from the defaulting Party (Default) (i) if said breach is a monetary breach or (ii) if a breach is non-monetary in nature the defaulting party does not commence cure and complete said cure within a reasonable time. The Agreement or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant written notice in accordance with this Agreement. Landlord shall not be required to provide multiple notices for any successive Default by Tenant that is related to the Tenant's non payment of rent or any other monetary charges owed by Tenant to Landlord. Material Default for purposes of this Agreement is defined as any breach where the monetary value of the breach is in excess of One Thousand (\$1,000) Dollars or the Tenant has failed to pay any rental amount due Landlord in excess of One Thousand (\$1,000) Dollars.

13. Taxes Tenant shall pay its personal property taxes to Municipality and shall file any and all personal property tax forms in accordance with Connecticut state laws and regulations. Tenant shall pay to Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Tenant shall pay any other taxes or assessments in addition to or in lieu of personal property taxes. Tenant shall have the right to challenge any tax or assessment provided it complies with all Connecticut General Statutes.

14. Insurance and Subrogation and Indemnification.

a) Tenant agrees to indemnify and hold harmless Landlord from any and all claims for personal injury, including death, and/or property damages, as well as costs or expenses (including reasonable attorney's fees and court costs), suffered by any person or entity which is caused by the Tenant's exercise of

the rights granted herein or which is caused by the conduct of any of Tenant's officers, agents, contractors or employees, provided that Tenant shall not be responsible for any claims arising from the negligence or intentional misconduct of Landlord, its employees, its agents, Landlord's other tenants or Landlord's independent contractors. In addition to such insurance as the Tenant is required by law to carry, Tenant shall, at its sole cost and expense, carry commercial general liability insurance with an occurrence limit of One Million and No/100 dollars (\$1,000,000.00) and a general aggregate limit of Two Million and No/100 Dollars (\$2,000,000.00.) The limits required above may be satisfied with the combination of primary and excess liability insurance policies. Landlord shall have the right to require Tenant to increase annually the amount of Tenant's insurance coverage set forth above based upon Landlord's reasonable commercial judgment in the event the coverage set forth herein is below reasonable industry standard for this type of Lease. Tenant shall include the Landlord as an additional insured under any such policy. The Tenant shall furnish to the Landlord a certificate of insurance, which will provide by suitable endorsements (upon request) (a) that the contractual liability of Tenant is covered thereby, and (b) that the insurance will not be canceled without at least ten (10) day prior written notice to the Landlord. Tenant shall deliver to Landlord certificates of such insurance at or prior to the Execution Date of this Agreement and thereafter within ten (10) days prior to the expiration of any such policy. When performing work of any kind on the Property, all of the Tenant's contractors and subcontractors shall at their sole cost and expense, carry insurance equal in kind and amount to the insurance described in this paragraph, including specifically Workers' Compensation insurance as prescribed by applicable law. Each such contractor and subcontractor shall include the Landlord as an additional insured under any such commercial general liability policy only. Prior to performing any such work, each such contractor and subcontractor shall furnish to the Landlord a certificate of insurance, which will provide by suitable endorsements (a) that the contractual liability of the contractor or subcontractor is covered thereby, and (b) that the insurance will not be canceled without at least ten (10) day prior written notice to the

Landlord. Each such contractor and subcontractor shall deliver to Landlord certificates of such insurance at or prior to the entering the Property and within ten (10) days prior to the expiration of any such policy. In addition, Tenant shall maintain "All Risk" property insurance on a replacement cost basis for all its Personal Property.

b) In the event that insurance premiums on the Property are increased, as a result of the Landlord granting the rights to Tenant set forth in this Agreement and/or the improvements (including retaining wall) by Tenant placed on the surface, subsurface or Silo on Landlord's Property by the Tenant or its agents (whether or not said increases are reflected in separate billings), the Tenant shall be responsible for said increased insurance premiums of Landlord. The Tenant shall reimburse Landlord for those costs within thirty days of receipt of written notice of those charges from Landlord.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier 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:

T-Mobile USA, Inc.

12920 SE 38th Street

Bellevue, WA 98006

If to Landlord, to:

Town of Sherman

Office of the First Selectman

Route 39 North

Attn: Lease Compliance/CTFF781B

PO Box 39

Sherman, CT 06784

And with a copy to:

Cramer & Anderson LLP

D. Randall DiBella- Esq.

<Additional LL Mailing Address>

<City, State, Zip>

Per the W-9 Form Rent is to be

paid to:

Town of *Sherman*

Route 39 North

PO Box 39

Sherman, CT 06784

16. Quiet Enjoyment, Title and Authority. Subject to Tenant obtaining all necessary permits and approvals which is the sole and exclusive responsibility of Tenant, Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good title to the Property, (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) subject to the

terms and conditions of this Agreement, Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord has no responsibility for the safety or security of the Tenant's personal property and/or equipment on Landlord's Property. Landlord does not maintain any security for any of Tenant's property. Tenant will provide Landlord all copies of its governmental approvals upon request.; (e) Landlord has disclosed to Tenant and Tenant acknowledges that the farm property has been leased and remains subject to a lease to Full Circle Farming, LLC for agricultural purposes. Landlord represents that it is of the good faith belief that this lease and the exercise of the rights conferred hereby do not violate the Full Circle farming lease, nor interfere with, frustrate nor hinder the agricultural purposes or endeavors of the farm tenant or its operation.

17. Environmental Laws. Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord makes no representation as to the environmental status of the Property and Tenant agrees to take said Property for its use in "as is" condition. In the event any environmental due diligence is undertaken by Tenant, Tenant shall provide a copy of said Phase I and Phase II Report to Landlord. Tenant shall not undertake any physical Phase II soil or groundwater testing without the specific written permission of Landlord.

(a) The term "Hazardous Substance" shall mean any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, including, but not limited to PCB's and any petroleum products.

(b) The term "Applicable Environmental Law" shall include, but shall not be limited to, CERCLA, RCRA, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et. seq., the Clean Air Act, 42 U.S.C. §7401, et. seq.,

and the regulations thereunder, and any other local, state and/or federal laws or regulations, whether currently in existence or hereinafter enacted, that govern:

- (i) the existence, cleanup and/or remedy of contamination on the Property;
- (ii) the protection of the environment from spilled, deposited or otherwise emplaced contamination;
- (iii) the control of hazardous wastes; or
- (iv) the use, generation, transport, treatment, removal or recovery of hazardous substances,

including building materials.

(c) Tenant shall not use, store, generate, treat, transport or dispose of any hazardous waste or Hazardous Substances on the Property.

(d) If during the term of this Lease, Tenant, or any of its agents, contractors or invitees, is determined based on reasonable standards to be determined by Landlord, to be responsible for a release of any Hazardous Substances on the Property ("**Release**"), Tenant shall, upon request and within three business days of said request, provide Landlord with copies of the plan for remediation (to be reasonably approved by Landlord) including (i) any available written reports by environmental consultants retained to investigate or remediate the Release, (ii) a list of substances involved in the Release, and (iii) copies of communications including emails, with administrative agencies in connection with the Release.

(e) In the event Tenant applies for any permits or approvals with respect to Handling of Hazardous Substances, Tenant shall notify Landlord and provide copies of said applications prior to submission of same to governmental authorities for approval.

(f) Tenant further agrees to promptly contain, remove and mitigate the effect of any such pollution or contamination or hazardous waste or Hazardous Substances on the Property resulting from any direct act or omission or negligence of Tenant, its agents, servants, employees, invitees or contractors; and take all such steps which may be required to satisfy and/or remove any lien placed upon the Property by the Commissioner of the Connecticut Department of Energy and Environmental Protection pursuant to Connecticut statutes or regulations, the United States Environmental Protection Agency pursuant to local, State or Federal statutes or regulations, the local government or any legal authority, or any agents of any of said entities, or any other entity or person, be it a public agency or private, pursuant to any federal, state or local law, ordinance or regulation as a result of such activities.

(g) No spill, deposit, emission, leakage or other releases of hazardous waste or Hazardous Substances in or on the soil, groundwater and/or water on the Property by Tenant, its agents, servants, employees, invitees or contractors shall be deemed to result in wear and tear that would be normal for the period of Tenant's occupancy.

(h) Tenant shall surrender the Property free of any contamination or other damage caused by Tenant's Handling of Hazardous Substances during the term of this Easement by Tenant, its agents, servants, employees, contractors or invitees.

18. **Mortgages.** At the Landlord's option, this Easement Agreement shall be subordinate to any mortgage (including renewals, extensions or modifications), by Landlord which from time to time may encumber the Property. At the time of execution of this Agreement by both parties, Landlord represents there is one mortgage, between Landlord and Anthony Vincent Hapanowich, Trustee of The Anthony Vincent

Hapanowich Revocable Trust, dated July 29, 2008, set forth in volume 144, page 689 of the Town of Sherman land records, encumbering the Property. Tenant agrees that this Easement shall be, upon written request of Landlord, subordinate to any mortgage which the Landlord may place upon the Property at any time during the term of this Easement. If the Landlord or a mortgagee or proposed mortgagee requests that Tenant execute an estoppel certificate, subordination, attornment or other similar document, Tenant shall execute said document and return same to Landlord, without charge or expense, within ten (10) days of Tenant's receipt of same.

19. Assignment.

a) Provided Tenant is not in Material Default of this Agreement and provided Landlord is satisfied Tenant is in compliance with all obligations of Tenant or assignee insurance obligations required under this Agreement, Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement, except for pending claims of any nature that Tenant has received notice in writing... Upon receipt of a written request from Tenant, Landlord shall reasonably promptly execute a reasonable estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement. Upon Tenant's receipt of written verification of a sale, or transfer of the Property for assessment of the lease, Landlord will be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Notwithstanding anything hereinabove provided Landlord is not in Material Default of this Agreement, Landlord may assign or otherwise transfer this Agreement without the consent of Tenant.

20. Relocation.

a) Landlord must provide Tenant at least three (3) months written notice of any non-emergency repairs, maintenance or other work (the “**Work**”) during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Except as set forth in paragraph 20b below Landlord will reimburse Tenant for all reasonable expenses incurred by Tenant required to accommodate the Work. With respect to emergency Work, Landlord shall give such notice as it is reasonable given the emergency.

b) Except in the event of (i) health, safety or welfare equipment for use by Town, municipal or other governmental agencies, including but not limited to, police, fire, ambulance or (ii) work conducted by other pre-existing tenants acting within their lease rights, Landlord agrees that it will use best efforts so that its work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Tenant understands its Antenna Facilities are situated on the Silo at its own risk.

21. **Marking and Lighting Requirements.**, Tenant has the obligation if its Antenna Facilities are extending beyond the height of the Silo to install marking and lighting as required by governmental agencies. In the event marking and lighting is required, it shall be at Tenant’s cost to pay for marking and lighting equipment, install, and be responsible for maintenance of and pay for electricity usage directly attributable to Tenant’s marking and lighting equipment. If Tenant’s Antenna Facilities are situated below the height of the silo, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements. Tenant shall indemnify Landlord and hold Landlord harmless for all fines or other liabilities caused by Tenant’s failure to comply with this Paragraph.

22. Structural Analysis and Encumbrances.

- (a) The Tenant agrees that under no circumstances shall it mortgage or encumber in any manner the Landlord's Property other than a Notice of Lease. Any other encumbrance shall be removed by Tenant within ten (10) days' notice from the Landlord.
- (b) Landlord has a right to request Tenant to provide one (1) structural analysis of the Silo by a Connecticut Licensed Professional Engineer at the time of Landlord's choosing during the duration of the Agreement at Tenant's sole cost and Tenant shall provide same in writing within a reasonable time. The Report shall be addressed to the Landlord as well as the Tenant. This structural analysis does not include the initial structural analysis as previously provided by Tenant prior to the execution of the Agreement.
- (c) Landlord makes no representation as to whether or not the Landlord's structure will support Tenant Antenna Facilities, with other pre-existing Landlord uses included pre-existing tenants of Landlord. It shall be Tenant's sole and ongoing risk as to the structural integrity of Landlord's structure for its uses as set forth in this Agreement.

23. Miscellaneous.

- a. This Agreement 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. Any amendments to this Agreement must be in writing and executed by both parties.
- b. Landlord agrees to reasonably cooperate ,at no additional cost to Landlord, with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises, provided Landlord has the statutory authority to execute the documents without other Boards or Agencies approval . Landlord shall execute and deliver: (I) a Memorandum of Lease in substantially the form attached

as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), Landlord will make best efforts to obtain a subordination, non-disturbance and attornment agreement using form agreeable to Landlord and Tenant.

- c. This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.
- d. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- e. Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement, excepting the other municipal agencies or boards, including planning, zoning and wetlands and building official and any other agency having jurisdiction may require approvals prior to the Tenant's performance of this Agreement.
- f. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.
- g. This Agreement and the interests granted herein 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.
- h. This Agreement 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. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
- i. Maintenance – The Tenant is solely responsible for the proper maintenance and upkeep of the wood slat fence, combined natural stone and concrete retaining wall, Tenant's gates, Tenant's equipment and 8X15 T Mobile Lease Area including concrete pad, all Antennas and Cable Trays all as set forth on **Exhibit B**. In

addition, Tenant shall be responsible to repair any damage done to the Property upon installation of its equipment or antennas and shall repair any damages done to the Property or Silo upon (i) maintaining its equipment or (ii) removing the equipment upon Lease termination.

- j. Limitation of Liability – In no event shall Landlord nor tenant be liable for special, indirect, incidental, consequential, punitive, or exemplary losses, damages or expenses, or for lost profits, business, goodwill or opportunities, regardless of whether advised of the possibility of such damages.

LANDLORD: Town of Sherman

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Northeast LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

Site Number: CTFF781B
Site Name: CTFF781B
Market: CT

Site Lease - version 6.4.14

EXHIBIT A

Legal Description

The Property is legally described as follows:

[Enter legal description, property address and tax parcel information here or on attachment(s)] All those certain parcels or tracts of land, together with the building and improvements thereon, situated in the Town of Sherman, County of Fairfield, and State of Connecticut, and bounded and described as follows;

First Parcel

That parcel containing 49.90 acres, more or less, on a map entitled "Property Survey Prepared for Anthony V. Haponowich 2 Taber Road Town of Sherman Fairfield County, CT. June 22, 2009 Scale: 1" = 80' Revised Sept. 30, 2009 to add proposed water line easement" certified substantially correct as a Class A-2 map by Paul A. Hiro, CT. Reg. No. 15167, which map is filed in the office of the Sherman Town Clerk as Map No. 1963 on October 6, 2009.

Second Parcel

That parcel containing 23.732 acres more or less, on a map entitled "Map Showing Portion of Property of Anthony Haponowich Route 39 & Edmonds Road Sherman, Connecticut Scale 1" = 50' July 1991 certified substantially correct as a Class A2 survey Richard W. Dibble LLS #8158," which map is filed in the office of the Sherman Town Clerk as Map No. 1546 on December 17, 1992

Third Parcel

That parcel containing 14.55 acres, more or less, marked "Open Space" on a map entitled "Sheet 1 of 2 Happy Acres Sherman, Connecticut Scale 1" = 100' May 1976 Total acreage = 159.3 more or less acres Open Space 14.55 Ac + 5.58 Ac = 20.13 Ac. Anthony V. Haponowich Owner & Developer" certified substantially correct and in accordance with Class A-2 of the Code of Conn. Technical Council, Inc. by K.W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman Town Clerk as Map No. 893 on July 9, 1976

Fourth Parcel

That parcel containing 3.15 acres, marked Lot 5 on a map entitled "Sheet 1 of 2 Happy Acres Sherman, Connecticut Scale 1" = 100' May 1976 Total Acreage = 159.3 more or less acres Open Space 14.55 Ac + 5.58 Ac = 20.13 Ac Anthony V. Hapanowich Owner & Developer" certified substantially correct and in accordance with Class A-2 of the Code of Conn. Technical Council, Inc. by K.W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman Town Clerk as Map No. 893 on July 9, 1976

Fifth Parcel

That parcel containing 5.584 acres, more or less, marked "Reserved for Open Space" on a map entitled "Sheet 2 of 2 Happy Acres Sherman, Connecticut Scale 1" = 100' May 1976 Total Acreage = 159.3 more or less acres Open Space 14.55 Ac + 5.58 Ac = 20.13 Ac Anthony Hapanowich Owner & Developer" by K.W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman Town Clerk as Map No. 893 on July 9, 1976.

Being the same premises as conveyed to Anthony V. Hapanowich by quit claim deed from Jessie Hapanowich dated July 20, 1954, and recorded July 20, 1954, in Volume 22, Page 39 of the Sherman Land Records.

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

EXHIBIT C

Memorandum

of

Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

After Recording, Mail To:

APN:

Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the “Agreement”) by and between Town of Sherman , a(n) (“Landlord”) and T-Mobile Northeast LLC, a Delaware Limited Liability Company (“Tenant”) was made regarding a portion of the following property (as more particularly described in the Agreement, the “Premises”):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for additional one (1) year Options.
3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

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

LANDLORD: Town of Sherman

LANDLORD:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TENANT: T-Mobile Northeast LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

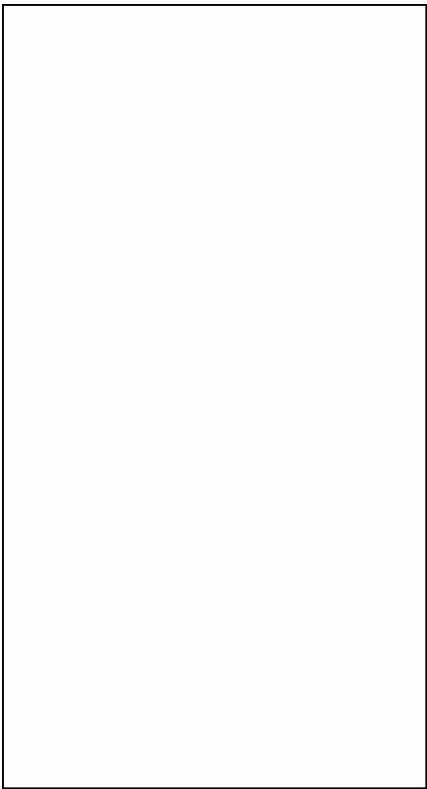
STATE OF _____)

) ss.

COUNTY OF _____)

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

Dated: _____



(Use this space for notary stamp/seal)

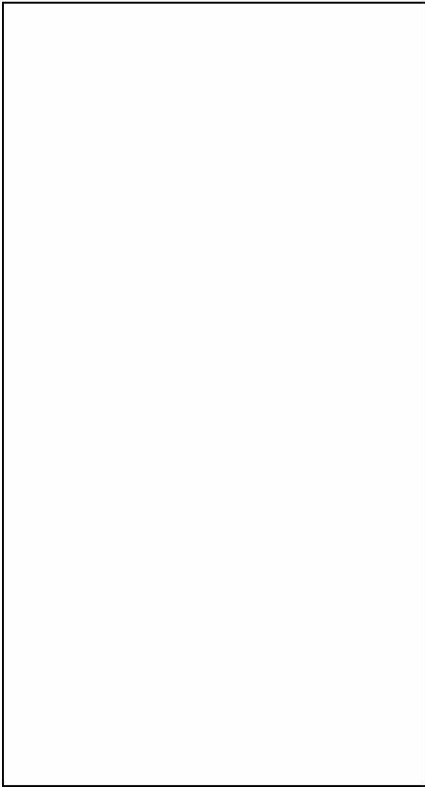
Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____ .

Dated: _____



Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

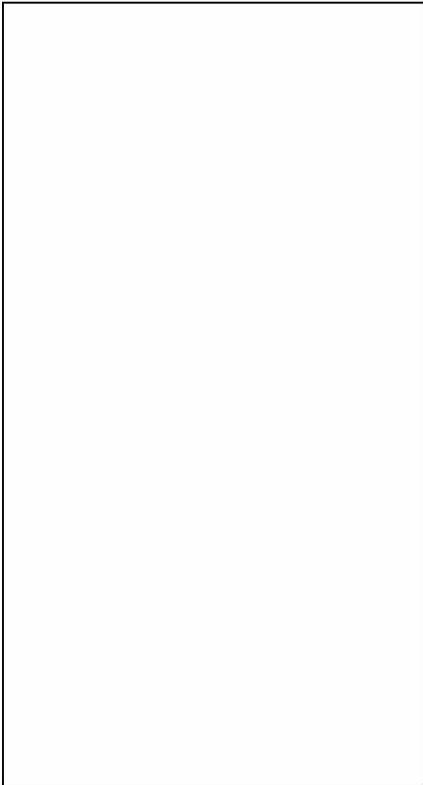
[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me,
and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute

the instrument and acknowledged it as the _____ of T-Mobile Northeast LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A

Legal Description

The Property is legally described as follows:

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Third Parcel

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Class A-2 of the Code of Conn. Technical Council, Inc. by K.W. Rogers, R.L.S. & P.E. #2823, which map is filed in the office of the Sherman Town Clerk as Map No. 893 on July 9, 1976

Fifth Parcel

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Site Number: CTFF781
Site Name: <Site Name>
Market: <Market>

Site Number: CTFF781
Site Name: <Site Name>
Market: <Market>