

Christy J. Clark

EAST HARTFORD TOWN COUNCIL

2018 MAR 25 A 8:32

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

MARCH 20, 2018

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown, Patricia Harmon and Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:33 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, spoke on (1) the town's tax lien sales; (2) the process by which the Council holds Executive Sessions; and (3) the conflict of a town police officer sitting on the town's Zoning Board of Appeals.

Mayor Leclerc (1) thanked the Council for their diligence in reviewing the 2018-2019 budget; (2) announced a parking ban effective tomorrow due to the latest snow storm; (3) reported that the town is still within budget for this year's snow plowing; and (4) there will be a series of programs coming up at the Library and the Parks & Recreation Department.

APPROVAL OF MINUTES

March 3, 2018 Budget Workshop/Various Departments

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **approve** the minutes of the March 3, 2018 Budget Workshop.
Motion carried 9/0.

March 5, 2018 Budget Workshop/BOE & Public Works

MOTION By Ram Aberasturia
seconded by Marc Weinberg
to **approve** the minutes of the March 5, 2018 Budget Workshop.
Motion carried 9/0.

March 6, 2018 Executive Session

MOTION By Ram Aberasturia
seconded by Marc Weinberg

to **approve** the minutes of the March 6, 2018 Executive Session.
Motion carried 9/0.

March 6, 2018 Regular Meeting

MOTION By Ram Aberasturia
 seconded by Caroline Torres
 to **approve** the minutes of the March 6, 2018 Regular Meeting.
 Motion carried 9/0.

March 8, 2018 Public Hearing/Budget

MOTION By Ram Aberasturia
 seconded by Esther Clarke
 to **approve** the minutes of the March 8, 2018 Public Hearing/Budget.
 Motion carried 9/0.

March 15, 2018 Special Meeting/Budget

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **approve** the minutes of the March 15, 2018 Special Meeting/Budget.
 Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Presentation by Simple Recycling: Curbside Textile Collection Program

Tim Bockus, Public Works Director, announced that the town will launch a new residential curbside textile collection program beginning April 2nd. The town has partnered with Simple Recycling and Waste Zero to provide East Hartford with this free collection service. Courtney Forrester, Programs Manager for Waste Zero, reported that the program will utilize a "pink bag" collection method. Residents will place approved textiles in a pink plastic bag and place the bag alongside their blue single-stream recycling bin on their scheduled recycling day. The program will reduce the amount of waste sent to the transfer station. The program will generate several thousand dollars in additional revenue.

NEW BUSINESS

Recommendation from Fees Committee re: New Cingular Wireless Lease Agreement

MOTION By Marc Weinberg
 seconded by Linda Russo
 that the Town Council **approve** a structure lease agreement with New Cingular Wireless PCS, LLC to utilize the communications structure and a portion of the associated premises located at 100 Sunset Ridge Drive, in

connection with New Cingular's federally licensed communications business, on the terms and conditions set forth in the proposed lease, and having met the conditions of C.G.S. §8-24 and C.G. S. §7-163e.
Motion carried 9/0.

A copy of the lease follows these minutes.

Referral to Tax Policy Committee re: Tax Lien Sales

MOTION By Shelby Brown
seconded by Ram Aberasturia
to **refer** to the Tax Policy Committee (1) the list of properties recommended for the town's annual tax lien sale, totaling \$2,049,176.37 in delinquent taxes; (2) the list of payment plans that are in default totaling \$261,401.86; and (3) subsequent liens on properties already sold at a previous tax lien sale to existing lien holders totaling \$457,394.80; all three lists attached to a memorandum dated March 9, 2018 from Finance Director Michael Walsh to Mayor Marcia Leclerc, with instructions to review the proposed lists of properties and the criteria used by the town to implement a tax lien sale and to report back to the Town Council with its recommendations, if any.
Motion carried 9/0.

CT Brownfields Area-wide Revitalization (BAR) Grant

MOTION By Linda Russo
seconded by Marc Weinberg
to **adopt** the following resolution:

WHEREAS, pursuant to C.G.S Section 32-763, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for developing a comprehensive plan for the remediation and redevelopment of multiple brownfields (called the Brownfield Area-Wide Revitalization (BAR) Planning Grant); and

WHEREAS, it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$200,000 in order to undertake the Park Avenue study and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED BY THE EAST HARTFORD TOWN COUNCIL:

1. That it is cognizant of the conditions and prerequisites (including the match obligations) for the state financial assistance imposed by C.G.S Section 32-763 and the Guidelines of the BAR Planning Program;
2. That the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$200,000 is hereby approved and that Mayor Marcia A. Leclerc is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford.
3. That it agrees to fulfill the required 10% cash match of the BAR Planning Grant Program if the application is successful.

On call of the vote, motion carried 9/0.

pending assessment (tax) appeal known as Connecticut Freezers, Inc. v Town of East Hartford, Docket No. HHB-CV-17-6037406-S, involving 241 Park Avenue, from the fair market value of \$2,740,128.00 to the fair market value of \$2,000,000.00, which shall generate a reduction of \$24,376.14 in property taxes, for the Grand List Year of 2016. Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, addressed the Council on (1) the result of the Executive Session tax appeal case; (2) town employee wages, pensions and benefits; and (3) the result of Goodwin College's plan for expansion could impact the amount of taxable property in East Hartford.

Councillor Marc Weinberg wished Councillor Pat Harmon a Happy Birthday.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (9:04 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be April 3rd.

Attest Angela M. Attenello
Angela M. Attenello
TOWN COUNCIL CLERK

Market: New England
Cell Site Number: S3438A
Cell Site Name: East Hartford Sunset Ridge
Fixed Asset Number: 10578403

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Town of East Hartford, a Connecticut municipal corporation, having a mailing address of 740 Main Street, East Hartford, CT 06108 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "Structure"), together with all rights and privileges arising in connection therewith, located at 100 Sunset Ridge Drive, in the County of Hartford, State of Connecticut (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) approximately Six Hundred Thirty (630) square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "Equipment Space");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "Antenna Space"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "Premises."

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

the Structure in violation of Section 8. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use. Tenant shall have the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense provided the Landlord shall at all times have access to the Premises with seventy-two (72) hours prior notice to Tenant, except in the event of an immediate threat to persons or property ("Emergency"), in which case such notice as is practicable under the circumstances shall be provided to Tenant. Tenant may modify, supplement, replace and upgrade the equipment, at any time during the term of this Agreement with Landlord's consent, such consent not to be unreasonably withheld, conditioned, delayed, or denied. Tenant may replace its equipment with like-kind equipment without Landlord's consent. Tenant may make such alterations to the Property in order to ensure that Tenant's Communication Facility as set forth herein, complies with all applicable federal, state or local laws, rules or regulations, with Landlord's consent. In the event Landlord does not consent to such alterations, Tenant shall have the right to terminate this Agreement without penalty or further liability. In the event Tenant modifies or upgrades the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord and Tenant shall negotiate an amended lease agreement, which agreement shall be subject to the approval of the Town of East Hartford Town Council.

3. **TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) and one additional four (4) year term (each five (5) year and four (4) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. Rent during any such Holdover Term shall be equal to one hundred twenty five percent (125%) of the Rent paid for the last month of the Extension Term.

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and

payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

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

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

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

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

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

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) by Tenant upon thirty (30) days written notice to Landlord if any of the following occurs, beyond any applicable notice, cure or grace periods: (i) Landlord is declared bankrupt or files for bankruptcy protection or becomes the defendant in a suit for involuntary bankruptcy and such suit is not dismissed within one hundred twenty (120) days following filing thereof; (ii) Landlord causes any un-bonded lien to be placed on or against Tenant's equipment located on the Property which is not satisfied and removed within sixty (60) days of written notice to Landlord thereof; (iii) Landlord is adjudged insolvent and a receiver is appointed to manage Landlord and/or its assets and such receiver is not dismissed within one hundred twenty (120) days after appointment; (iv) Landlord is found by a court of competent jurisdiction to have engaged in felonious activity in its use and/or occupancy of the Property; or

(f) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 2 Permitted Use, 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 6(e) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

(g) by Landlord upon thirty (30) days written notice to Tenant if any of the following occurs: (i) Tenant is declared bankrupt or files for bankruptcy protection or becomes the defendant in a suit for involuntary bankruptcy and such suit is not dismissed within one hundred twenty (120) days following filing thereof; (ii) Tenant causes any un-bonded lien to be placed on or against the Property or Premises, or the Structure or

appurtenances located thereon which is not satisfied and removed within sixty (60) days of written notice to Tenant thereof; (iii) Tenant is adjudged insolvent and a receiver is appointed to manage Tenant and/or its assets and such receiver is not dismissed within one hundred twenty (120) days after appointment; (iv) Tenant is found by a court of competent jurisdiction to have engaged in felonious activity in the operation of its equipment on the Premises.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

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

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

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

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

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

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Tenant shall perform or cause to have performed an intermodulation study to determine the potential for any harmful interference from its proposed equipment to any existing tenants on the Premises, and Tenant shall present to Landlord such study prior to Tenant's commencement of construction on the Premises.

(b) In the event the Communication Facility interferes with the existing radio frequency users on the Property operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant will endeavor to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. If such interference cannot be cured within such twenty-four (24) hour period, Tenant shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected, such intermittent testing not to exceed thirty (30) days from Landlord's notice to Tenant of any such interference. In the event Tenant has not caused such interference to cease within such thirty (30) day testing period, Landlord may, after providing written notice to Tenant of Tenant's failure to cure such interference pursuant to this Section 8(b), immediately discontinue operation of Tenant's equipment, and Tenant's interference shall be deemed a default pursuant to Section 15.

(c) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's emergency equipment or operations. In the event of an Emergency, or in the event of interference with Landlord's emergency equipment or emergency operations (each such interference, an event of "Emergency Interference"), Landlord may immediately discontinue operation of Tenant's equipment, with reasonable notice thereafter, for the duration of the Emergency Interference (except for intermittent testing by Tenant to determine the cause of such interference), which intermittent testing shall not exceed thirty (30) days from Landlord's notice to Tenant of any such Emergency Interference. In the event Tenant has not caused such Emergency Interference to cease within such thirty (30) day testing period, Landlord may, after providing written notice to Tenant of Tenant's failure to cure such interference pursuant to this Section 8(c), immediately discontinue operation of Tenant's equipment, and Tenant's interference shall be deemed a default pursuant to Section 15.

9. INDEMNIFICATION.

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

(b) In the event Landlord assigns this Agreement to a non-governmental entity, or an entity otherwise without governmental immunity, such successor Landlord agrees to indemnify to defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs), arising directly from the gross-negligence or willful act or omission of such successor Landlord, its employees or agents, or such successor Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

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

10. WARRANTIES.

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

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

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) In the event Landlord assigns this Agreement to a non-governmental entity, or an entity otherwise without governmental immunity, such successor Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of such successor Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of such successor Landlord during the Term.

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

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

12. ACCESS. Subject to the terms, conditions and limitations of the access policy attached hereto as Exhibit 12, at all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property to the extent resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant shall provide to

Landlord within sixty (60) days of the start of construction a removal bond not to exceed Ten Thousand and no/100 Dollars (\$10,000.00).

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electricity for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption, such temporary source of power to be approved by the Landlord which approval will not be unreasonably withheld, conditioned or delayed.

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

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to resolve interference pursuant to the terms of, and within the specific time frames and cure periods set forth in Sections 8 (b) and 8(c), or (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default under subpart (iii) within such forty-five (45) day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default under subpart (iii) will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to seek, as its sole remedies (i) specific performance and/or an injunction in the event of a default with respect to Access, or (ii) liquidated damages in an amount equal to twelve (12) months of the then current Rent.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located with Landlord's consent which will not be unreasonably withheld, conditioned, delayed or denied. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement, provided assignee assumes all of Tenant's obligations hereunder. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: S3438A;
Cell Site Name: East Hartford Sunset Ridge (CT) ~
Fixed Asset No: 10578403
575 Morosgo Drive
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: S3438A;
Cell Site Name: East Hartford Sunset Ridge (CT)
FA: 10578403
208 S. Akard Street
Dallas, Texas 75202-4206

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

If to Landlord: Town of East Hartford
Office of the Mayor
740 Main Street
East Hartford, CT 06108

With Copy to: Office of the Corporation Counsel
740 Main Street
East Hartford, CT 06108

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

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning

authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location (but in no event for longer than one (1) year); notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

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

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

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right, and Landlord hereby recognizes such right, to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

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

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: S3438A; Cell Site Name: East Hartford Sunset Ridge (CT)
Fixed Asset No: 10578403
575 Morosgo Drive
Atlanta, GA 30324

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

22. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property

- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

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

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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 recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

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

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

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

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

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

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

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

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Town of East Hartford,
a Connecticut municipal corporation

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

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Jessica Rincon
Its: Area Manager – Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared _____ who acknowledged herself to be the Area Manager -- Construction & Engineering of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that she, as such Area Manager -- Construction & Engineering, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Area Manger -- Construction & Engineering.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Town of East Hartford, a Municipal corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Structure Lease Agreement dated _____, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Beginning at an iron pipe set at the northeasterly corner of a one acre plot of land owned by Ethel C. Molumphy;

Thence northerly $3^{\circ}10'40''$ east four hundred fifteen and one one-hundredth (415.01) feet to land of Ansel Arnold;

Thence northerly $82^{\circ}49'20''$ west one hundred eighty-four and forty one-hundredths (184.40) feet;

Thence southerly $67^{\circ}10'40''$ west twenty-five (25) feet, more or less, to a point;

Thence southerly in a line parallel to the easterly line of said parcel of land three hundred seventy-five (375) feet, more or less, to an iron pipe at the northwesterly corner of land of said Molumphy;

Thence easterly along the northerly line of said Molumphy's land two hundred twenty (220) feet to the point or place of beginning.

Said Parcel of land is bounded as follows:

NORTHERLY and
EASTERLY by land now or formerly of Ansel Arnold;

SOUTHERLY by land now or formerly of Ethel C. Molumphy; and
WESTERLY by land now or formerly of Levi P.M. Hickey, Trustee

The Premises are described and/or depicted as follows:

Notes:

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

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
The Town of East Hartford
Street Address
East Hartford, CT

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Market: New England
Cell Site Number: S3438A
Cell Site Name: East Hartford Sunset Ridge
Fixed Asset Number: 10578403

MEMORANDUM OF LEASE

Prepared by:

Timothy Whalen
Centerline Communications
95 Ryan Drive
Raynham, MA 02767

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: S3438A
Cell Site Name: East Hartford Sunset Ridge Drive (CT)
FA No: 10578403
575 Morosgo Drive
Atlanta, GA 30324

Re: Cell Site #: S3438A; Cell Site Name: East Hartford Sunset Ridge Drive
Fixed Asset Number: 10578403
State: Connecticut
County: Hartford

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, having a mailing address of 740 Main Street, East Hartford, CT 06108 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("Agreement") on the ____ day of _____, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with two (2) successive five (5) year and one four (4) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Town of East Hartford,
a Connecticut municipal corporation

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

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Jessica Rincon
Its: Area Manager – Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared Jessica Rincon who acknowledged herself to be the Area Manager – Construction & Engineering of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that she, as such Area Manager – Construction & Engineering, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Area Manager – Construction & Engineering.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of _____

County of _____

On this the ____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of the Town of East Hartford, a Municipal corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Comment [KL1]: Prior to execution, please insert the legal description.

The Premises are described and/or depicted as follows:

Comment [KL2]: Prior to execution, please insert the L.E.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____ List account number(s) here (optional) _____	
Requester's name and address (optional) _____		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

