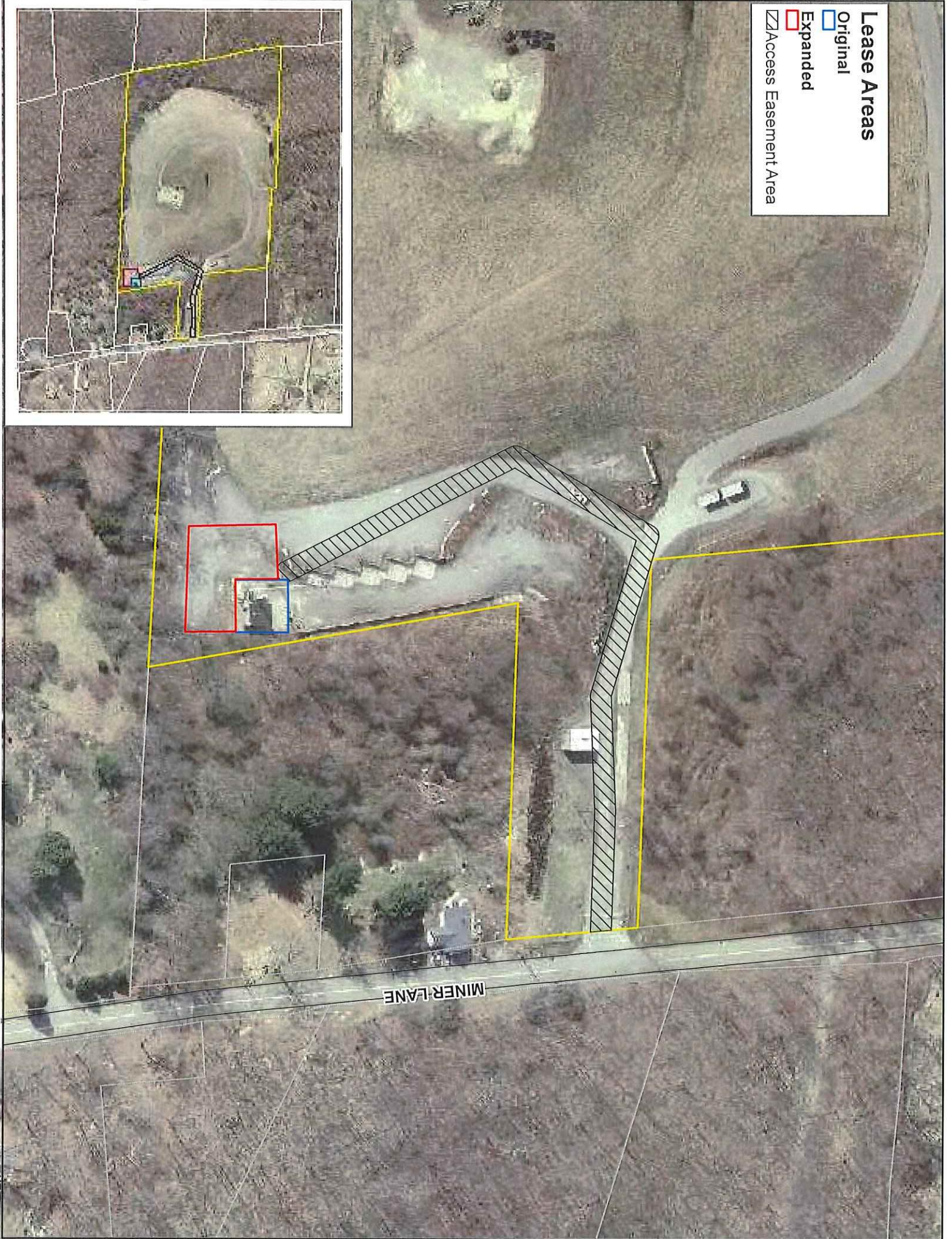


Lease Areas

 Original

 Expanded

 Access Easement Area



THE FIRST AMENDMENT TO LEASE AGREEMENT

#8 This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The Town of Waterford**, a Connecticut municipal corporation ("**Landlord**") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated October 23, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC ("**American Tower**"), whereby American Tower subleases the Leased Premises from Tenant; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Six Hundred Eighty-Five Thousand and No/100 Dollars (\$685,000.00)** (such one-time payment, the "**Pre-Paid Rental Amount**"), payable within ninety (90) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before June 5, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord; and (e) if applicable, a closing statement executed by Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Pre-Paid Rental Amount due hereunder has been paid (such date payment is made, the "**Closing**"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Pre-Paid Rental Amount, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, the Pre-Paid Rental Amount shall be paid to **Waterford CT**. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute

discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.

2. **Lease Term Extended.** In consideration for payment of the Pre-paid Rental Amount, the current term of the Lease is hereby extended to that date which is **Fifty (50) years** after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon 30 days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Rent, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Rent pursuant to the foregoing, then Landlord shall remit such portion to Tenant within 30 (thirty) days of Tenant's written demand therefor.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, installing identifying signs, including those required by any governmental authority, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Upon assignment, Tenant will be released from any liability arising after the date of such assignment, and the assignee will be responsible for all future obligations of Tenant under the Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord further grants to Tenant a limited power of attorney for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Leased Premises. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term and within ninety (90) days after the expiration or termination hereof. Landlord hereby acknowledges and agrees that Tenant shall have the right to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or

legal descriptions based upon an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
6. **Landlord Statements; Title to Parent Parcel.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's

business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **NDA.** If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in connection with such risk assessment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: 15 Rope Ferry Road, Waterford, CT 6385; To Buyer at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such ***Security Interest***. Landlord shall recognize the holder of any such ***Security Interest*** of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day and year set forth below.

LANDLORD

2 WITNESSES

**The Town of Waterford,
a Connecticut municipal corporation**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Asset Sub II, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Located in the Town of Waterford, County of New London and State of Connecticut bounded as follows: Beginning at a point on a stone wall being the property line between land n/f of Secchiaroli and Sons, Inc. and other land of Cascio, said point being three hundred and fifty feet (350) more or less westerly of Miner Lane;

thence, by land n/f of Secchiaroli and Sons, Inc., along a stone wall, N 87° 27' 30" W, 66.46 feet to a point on said wall;

thence, along a stone wall N 86° 16' 00" W, 386.07 feet to a point on said wall;

thence, along a stone wall N 03° 39' 15" W, 24.39 feet to a point on said wall;

thence, along a stone wall, N 87° 56' 00" W, 802.60 feet to a point on said wall marking the intersection of lands n/f of Elci Realty Company, land n/f of Secchiaroli and Sons, Inc. and other land of Cascio;

thence, by land n/f of Elci Realty Company, along a stone wall S 06° 39' 15" E 191.57 feet to a point on said wall;

thence, along a stone wall S 12° 39' 45" E, 75.06 feet to a point on said wall;

thence, along a stone wall S 14° 25' 30" E, 75.03 feet to a point on said wall;

thence, along a stone wall S 09° 53' 45" E, 102.30 feet to an existing iron pin marking the intersection of land n/f of the Elci Realty Company, land of Laurel Crest Drive Association and land of the Cascio;

thence, in part by land n/f of Laurel Crest Drive Association and in part by land n/f of Charles Rajewski, along a stone wall S 09° 13' 15" E, 443.19 feet to a point on said wall marking the intersection of lands n/f of Charles Rajewski, land n/f of Nathan Sr. and Rhoda Page and other land of Cascio;

thence, by land n/f of Nathan Sr. and Rhoda Page, along a stone wall S 87° 00' 30" E, 920.46 feet to a point on said wall;

thence, along a stone wall S 86° 49' 15" E, 329.54 feet to a point on said wall marking the intersection of land n/f of Nathan Sr. and Rhoda Page, land n/f of Florence Cairns Estate and land of the Cascios;

thence, by land n/f of the Florence Cairns Estate, N 09° 53' 30" W, 360.00 feet to a point;

thence, continuing along land n/f of the Florence Cairns Estate S 88° 05' 15" E, 320.00 feet to a point on the westerly highway line of Miner Lane;

EXHIBIT A (continued)

thence, along the westerly highway line of Miner Lane N 05° 23' 15" W, 126.02 feet to a point on said line;

thence, along other land of Cascio N 88° 05' 15" W, 349.88 feet to a point;

thence, continuing along other land of Cascio N 05° 19' 45" W, 380.06 feet to a point on a stone wall being the point and place of beginning.

For a more particular description reference is made to Survey Map 1103-A Entitled "the Town of Waterford, land to be Acquired from Cascio, Peter and Rosario, scale 1" = 100', dated May, 1980" to be filed in Waterford Land Records.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ORIGINAL LEASED AREA

A certain parcel of land on the westerly side of Miner lane in the Town of Waterford, County of New London and State of Connecticut as shown on a plan entitled "Survey Plan Prepared For SOUTHERN NEW ENGLAND TELEPHONE COMPANY Showing Parcel To Be Leased From TOWN OF WATERFORD - Miner Lane - Waterford, Connecticut - Scale 1"=30' - 5/21/1984, revised 4/17/1986 - Kieltyka, Woodis & Pike, Land Surveyors - Killingly, Connecticut", being bounded and described as follows:

Beginning at an iron pin on the westerly side of a stone wall which iron pin marks the northeasterly corner of the herein described leased parcel, said iron pin is located approximately 130' more or less northerly of the property line between land Town of Waterford and land now or formerly of Nathan C. Page, Sr. & Rhoda B. Page and also approximately 325' more or less westerly of Miner Lane (the first mentioned iron pin is more particularly located as follows: From the point on the westerly line of Miner Lane marking the northeast corner of land now or formerly of Arthur Cairns at a corner of land of said Town of Waterford; thence N 88°05'15" W along the line separating land now or formerly of Cairns and land of Town of Waterford, 320.00' to an iron pin; thence S 4°00'59" E across land of said Town of Waterford 222.15' to the iron pin first mentioned); thence from the first mentioned iron pin S 89°39'35" W, 50.00' to an iron pin; thence S 0°20'25" E, 50.00' to an iron pin; thence N 89°39'35" E, 50.00' to an iron pin; thence N 0°20'25" W, 50.00' to an iron pin and the point of beginning.

The above described parcel contains 2,500 s.f. more or less and is a portion of that land described in Statement of Compensation, Town of Waterford VS Peter Cascio and Rosario Cascio, dated May 13, 1981 and recorded in Vol. 259 Pg. 774 of the Town of Waterford Land Records.

EXPANDED LEASED AREA

Situated in the Town of Waterford, County of New London, State of Connecticut and known as being a 6,745 sq.ft. lease area over and upon the lands described in deed to the Town of Waterford by Deed Book 249, Page 774 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at point on the westerly line of Miner Lane marking the northeast corner of land now or formerly of NATHAN AND JOANNE PAIGE at a corner of land of said Town of Waterford; thence N 88°05'15" W along the line separating land now or formerly of Paige and land of Town of Waterford, 320.00 feet to a point; thence S 4°00'59" E across land of said Town of Waterford 222.15 feet to a point; thence S 0°20'25" E, 50.00 feet to an Iron Pipe found for the Point of Beginning;

EXHIBIT A (continued)

THENCE continuing across the Town of Waterford parcel, the following courses and distances, to wit:

-S 89°39'35" W, a distance of 50.00 feet to a point;
-N 00°20'25" W, a distance of 40.52 feet to a point;
-S 87°44'28" W, a distance of 51.85 feet to a point;
-S 01°13'10" E, a distance of 83.31 feet to a point;
-S 87°57'22" E, a distance of 100.63 feet to a point;
-N 00°20'25" E, a distance of 48.71 feet to the POINT OF BEGINNING;

Said lease area encumbering 6,745 square feet, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS EASEMENT

Situated in the Town of Waterford, County of New London, State of Connecticut and known as being a proposed 15 feet wide access easement over, upon and through the lands described in deed to the Town of Waterford by Book 259, Page 774 of the aforesaid County Records of Deeds and lying 10 feet left and right of the following described center line:

COMMENCING in the west line of Miner Lane for the most easterly north corner of said Town of Waterford tract of land,

THENCE with the west line of Miner Lane, South 05°23'15" East, a distance of 35.45 feet to the POINT OF BEGINNING of the herein proposed access easement;

THENCE leaving Miner Lane and crossing the Town of Waterford tract;

-North 88°05'15" West, a distance of 114.46 feet to a point;
-South 87°39'31" West, a distance of 109.87 feet to a point;
-North 73°23'47" West, a distance of 158.45 feet to a point;
-South 30°34'23" West, a distance of 147.61 feet to a point;
-South 26°42'31" East, a distance of 245.02 feet to the terminus of said centerline and containing 11,644 square feet (0.2673 acres) of land.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Danielle DiPersia, Esq.
ATC Site No: 310972
ATC Site Name: WATERFORD REBUILD CT

Assessor's Parcel No(s): WATE-000153-000000-004766

Prior Recorded Lease Reference:

VOL 1141, Page 194
Instrument No: 00092466
State of Connecticut
County of Waterford

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202____ by and between **The Town of Waterford**, a Connecticut municipal corporation ("**Landlord**") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated October 23, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Term.** Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Fifty (50)** years commencing on the Effective Date of that certain First Amendment to Lease Agreement as that term is defined therein.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: 15 Rope Ferry Road, Waterford, CT 6385; To Buyer at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**The Town of Waterford,
a Connecticut municipal corporation**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Tower Asset Sub II, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Located in the Town of Waterford, County of New London and State of Connecticut bounded as described as follows: Beginning at a point on a stone wall being the property line between land n/f of Secchiaroli and Sons, Inc. and other land of Cancio, said point being three hundred and fifty feet (350) more or less westerly of Miner Lane;

thence, by land n/f of Secchiaroli and Sons, Inc., along a stone wall, N 87° 27' 30" W, 66.46 feet to a point on said wall;

thence, along a stone wall N 86° 16' 00" W, 386.07 feet to a point on said wall;

thence, along a stone wall N 03° 39' 15" W, 24.39 feet to a point on said wall;

thence, along a stone wall, N 87° 56' 00" W, 802.60 feet to a point on said wall marking the intersection of lands n/f of Elci Realty Company, land n/f of Secchiaroli and Sons, Inc. and other land of Cancio;

thence, by land n/f of Elci Realty Company, along a stone wall S 06° 39' 15" E 191.57 feet to a point on said wall;

thence, along a stone wall S 12° 39' 45" E, 75.06 feet to a point on said wall;

thence, along a stone wall S 14° 25' 30" E, 75.03 feet to a point on said wall;

thence, along a stone wall S 09° 53' 45" E, 102.30 feet to an existing iron pin marking the intersection of land n/f of the Elci Realty Company, land of Laurel Crest Drive Association and land of the Cascio;

thence, in part by land n/f of Laurel Crest Drive Association and in part by land n/f of Charles Rajewski, along a stone wall S 09° 13' 15" E, 443.19 feet to a point on said wall marking the intersection of lands n/f of Charles Rajewski, land n/f of Nathan Sr. and Rhoda Page and other land of Cascio;

thence, by land n/f of Nathan Sr. and Rhoda Page, along a stone wall S 87° 00' 30" E, 920.46 feet to a point on said wall;

thence, along a stone wall S 86° 49' 15" E, 329.54 feet to a point on said wall marking the intersection of land n/f of Nathan Sr. and Rhoda Page, land n/f of Florence Cairns Estate and land of the Cascios;

thence, by land n/f of the Florence Cairns Estate, N 09° 53' 30" W, 360.00 feet to a point;

thence, continuing along land n/f of the Florence Cairns Estate S 88° 05' 15" E, 320.00 feet to a point on the westerly highway line of Miner Lane;

EXHIBIT A (continued)

thence, along the westerly highway line of Miner Lane N 05° 23' 15" W, 126.02 feet to a point on said line;

thence, along other land of Cascio N 88° 05' 15" W, 349.88 feet to a point;

thence, continuing along other land of Cascio N 05° 19' 45" W, 380.06 feet to a point on a stone wall being the point and place of beginning.

For a more particular description reference is made to Survey Map 1103-A Entitled "the Town of Waterford, land to be Acquired from Cascio, Peter and Rosario, scale 1" = 100', dated May, 1980" to be filed in Waterford Land Records.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ORIGINAL LEASED AREA

A certain parcel of land on the westerly side of Miner lane in the Town of Waterford, County of New London and State of Connecticut as shown on a plan entitled "Survey Plan Prepared For SOUTHERN NEW ENGLAND TELEPHONE COMPANY Showing Parcel To Be Leased From TOWN OF WATERFORD - Miner Lane - Waterford, Connecticut - Scale 1"=30' - 5/21/1984, revised 4/17/1986 - Kieltyka, Woodis & Pike, Land Surveyors - Killingly, Connecticut", being bounded and described as follows:

Beginning at an iron pin on the westerly side of a stone wall which iron pin marks the northeasterly corner of the herein described leased parcel, said iron pin is located approximately 130' more or less northerly of the property line between land Town of Waterford and land now or formerly of Nathan C. Page, Sr. & Rhoda B. Page and also approximately 325' more or less westerly of Miner Lane (the first mentioned iron pin is more particularly located as follows: From the point on the westerly line of Miner Lane marking the northeast corner of land now or formerly of Arthur Cairns at a corner of land of said Town of Waterford; thence N 88°05'15" W along the line separating land now or formerly of Cairns and land of Town of Waterford, 320.00' to an iron pin; thence S 4°00'59" E across land of said Town of Waterford 222.15' to the iron pin first mentioned); thence from the first mentioned iron pin S 89°39'35" W, 50.00' to an iron pin; thence S 0°20'25" E, 50.00' to an iron pin; thence N 89°39'35" E, 50.00' to an iron pin; thence N 0°20'25" W, 50.00' to an iron pin and the point of beginning.

The above described parcel contains 2,500 s.f. more or less and is a portion of that land described in Statement of Compensation, Town of Waterford VS peter Cascio and Rosario Cascio, dated may 13, 1981 and recorded in Vol. 259 Pg. 774 of the Town of Waterford Land Records.

EXPANDED LEASED AREA

Situated in the Town of Waterford, County of New London, State of Connecticut and known as being a 6,745 sq.ft. lease area over and upon the lands described in deed to the Town of Waterford by Deed Book 249, Page 774 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at point on the westerly line of Miner Lane marking the northeast corner of land now or formerly of NATHAN AND JOANNE PAIGE at a corner of land of said Town of Waterford; thence N 88°05'15" W along the line separating land now or formerly of Paige and land of Town of Waterford, 320.00 feet to a point; thence S 4°00'59" E across land of said Town of Waterford 222.15 feet to a point; thence S 0°20'25" E, 50.00 feet to an Iron Pipe found for the Point of Beginning;

EXHIBIT A (continued)

THENCE continuing across the Town of Waterford parcel, the following courses and distances, to wit:

-S 89°39'35" W, a distance of 50.00 feet to a point;
-N 00°20'25" W, a distance of 40.52 feet to a point;
-S 87°44'28" W, a distance of 51.85 feet to a point;
-S 01°13'10" E, a distance of 83.31 feet to a point;
-S 87°57'22" E, a distance of 100.63 feet to a point;
-N 00°20'25" E, a distance of 48.71 feet to the POINT OF BEGINNING;

Said lease area encumbering 6,745 square feet, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS EASEMENT

Situated in the Town of Waterford, County of New London, State of Connecticut and known as being a proposed 15 feet wide access easement over, upon and through the lands described in deed to the Town of Waterford by Book 259, Page 774 of the aforesaid County Records of Deeds and lying 10 feet left and right of the following described center line:

COMMENCING in the west line of Miner Lane for the most easterly north corner of said Town of Waterford tract of land,

THENCE with the west line of Miner Lane, South 05°23'15" East, a distance of 35.45 feet to the POINT OF BEGINNING of the herein proposed access easement;

THENCE leaving Miner Lane and crossing the Town of Waterford tract;

-North 88°05'15" West, a distance of 114.46 feet to a point;
-South 87°39'31" West, a distance of 109.87 feet to a point;
-North 73°23'47" West, a distance of 158.45 feet to a point;
-South 30°34'23" West, a distance of 147.61 feet to a point;
-South 26°42'31" East, a distance of 245.02 feet to the terminus of said centerline and containing 11,644 square feet (0.2673 acres) of land.

Instructions for completing the Resolution and Consent Affidavit

****IMPORTANT INFORMATION BELOW****

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle DiPersia, Esq.
Assessor's Parcel No(s): WATE-000153-000000-004766

RESOLUTION AND CONSENT AFFIDAVIT

The Town of Waterford, a Connecticut municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Tower Asset Sub II, LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Lease Agreement dated October 23, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transaction contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have

the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "**Transaction Documents**"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____ %

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

6/22/1984

VOL 283 PAGE 758

NOTICE OF LEASE OPTION

This Option made this 1st day of June, 1984, between The Town of Waterford, a Corporation, of the Town of Waterford, County of New London, and State of Connecticut, hereinafter referred to as LESSOR, and The Southern New England Telephone Company, a Corporation, of the City and County of New Haven, and State of Connecticut, hereinafter referred to as LESSEE:

W I T N E S S E T H :

That LESSOR in consideration of the covenants of LESSEE therein contained has, by separate instrument of even date herewith, leased to the LESSEE a certain piece or parcel of land, described as follows:

A 50' x 50' parcel of land on Miner Lane, Waterford, Connecticut, located within the Town of Waterford's Solid Waste Landfill Area, in the southeastern corner of said property, at an approximate elevation of 93' above sea level. Said leased property is portion of Lot 5 as shown on Waterford Assessor's Map 46.

The LESSOR hereby grants to the LESSEE an Option to lease said premises for the term of twenty-five (25) years from the date of exercise of said Option. This Option may be exercised on or before May 31, 1985 or may be extended until May 31, 1986 upon payment of a sum certain.

The LEASE hereinabove described is on file at the office of the LESSEE at 195 Church Street, New Haven, Connecticut, 06506.

The parties hereto agree to comply with all the terms of said Option and to perform all acts required to be performed by each of them respectively as set forth therein as though such terms were fully set forth herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals
the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Louise T. Appleby
Calk B

Mary L. Cariglio
Rita M. Peden

The Town of Watford
 By Lawrence E. Battencourt
 Its First Selectman

LESSEE Richard S. Eckstrom
The Southern New England Telephone Company
By Richard S. Eckstrom
Its General Manager-Support Services

STATE OF CONNECTICUT)
) ss. Waterford
COUNTY OF NEW LONDON)

June 22, 1984

Personally appeared Lawrence J. Bettencourt, First Selectman of The Town of Waterford, duly authorized Signer and Sealer of the foregoing Instrument, who acknowledged the same to be his free act and deed, and the free act and deed of The Town of Waterford, before me.

Notary Public CALVIN K. BROUWER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988

STATE OF CONNECTICUT)
) ss. New Haven
COUNTY OF NEW HAVEN)

June 5, 1984

Personally appeared Richard S. Eckstrom, who acknowledged himself to be the General Manager - Support Services of The Southern New England Telephone Company, a Corporation, and that he as such General Manager - Support Services being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as General Manager - Support Services.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary L. Carling
Notary Public
My Commission Expires March 31, 1980

RECEIVED FOR RECORD *July 12, 1984*

8:20 AM. ATTEST: [Signature]
TOWN CLERK

OPTION - LEASE AGREEMENT

This AGREEMENT made this 1st day of June, 1984, between
The Town of Waterford, a Corporation, with its Town Hall located at 200
Boston Post Road, Waterford, Connecticut, 06385, hereinafter called the
LESSOR, and The Southern New England Telephone Company, a Corporation, with
a place of business at 195 Church Street, New Haven, Connecticut, 06506, and
its assigns, hereinafter called the LESSEE:

WHEREAS, the LESSOR is the owner of real property located on Miner
Lane, New London County, Waterford, Connecticut, and,

WHEREAS, the LESSEE desires to obtain an Option to lease a portion of
the real property (the Property), with right-of-ways for access thereto for
telephone and electric utilities and personnel and vehicles, owned by the
LESSOR, containing approximately Two Thousand Five Hundred (2,500) square
feet more specifically described on Exhibits "A" and "B", attached hereto
and made a part hereof, said Property to be used for a Radio Telephone
Systems Facility, including a Radio Equipment Building and Associated Tower
(the Building and Associated Tower), pursuant to the terms and conditions
set forth herein.

NOW THEREFORE: In consideration of the sum of One Thousand Dollars
(\$1,000), hereinafter referred to as Option Money, paid by the LESSEE to the
LESSOR, receipt of which is hereby acknowledged, the LESSOR hereby grants
to the LESSEE a twelve (12) month (Option Period) Option to lease said
Property and obtain a right of way for access thereto, for the term and in
accordance with the covenants and conditions set forth herein.

This Option may be exercised by the LESSEE at any time on or prior to May 31, 1985. This Option may also be extended by the LESSEE for an additional twelve (12) months (Option Period), until May 31, 1986, upon delivery of a payment of an additional One Thousand Five Hundred Dollars (\$1,500) on or prior to May 31, 1985.

If during said Option Period or during the term of the Lease, if the Option is exercised, the LESSOR decides to subdivide, sell, or change the status of the Property or its property contiguous thereto, it shall immediately notify the LESSEE in writing so that the LESSEE may take steps necessary to protect the LESSEE's interest in the Property.

This Option may be assigned or transferred by the LESSEE, but only to a subsidiary or affiliate of the LESSEE, who shall only use the Property for the use described herein.

In the event that the LESSEE does not exercise the Option within the Option Period, or any extension thereof as herein provided for, this Agreement shall become null and void, the LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit the LESSEE, during the Option Period, free ingress and egress to the Property to conduct such surveys and subsurface boring tests and other activities of similar nature, as the LESSEE may deem necessary. The LESSEE shall indemnify the LESSOR and hold the LESSOR harmless against any claims of liability or loss for personal injury or property damage not the fault of the LESSOR or its agents which may arise out of such activities. LESSEE agrees to provide LESSOR with a Certificate of Insurance showing proof of such insurance.

Notice of the exercise of the Option shall be given by the LESSEE to the LESSOR in writing by certified or registered mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following LEASE AGREEMENT shall take effect:

LEASE AGREEMENT

1. The LESSOR hereby leases to the LESSEE the Property, as outlined in red on a plan marked Exhibit "A" and described on Exhibit "B", attached hereto and made a part hereof, for the LESSEE's exclusive use for the installation by the LESSEE, at its sole cost and expense, of a Radio Telephone Systems Facility, including a Radio Equipment Building, Transmission Tower, Antenna Array, Radio Equipment, and any required utility services, to be used for providing radio telephone services.

2. The LESSOR also hereby grants to the LESSEE a utility and an access right-of-way over LESSOR's property, as shown in red on Exhibit "A", attached hereto and made a part hereof, to provide telephone and electric utilities, and ingress and egress to the Property seven (7) days a week, twenty-four (24) hours a day.

It is hereby mutually agreed and understood that the LESSEE may place or cause to be placed along, over, and under the utility right-of-way all required utility services to the LESSEE's Building and Associated Tower.

3. This LEASE shall be for a term of twenty-five (25) years beginning on the date the Option is exercised by the LESSEE, at an annual base rental of Two Thousand Four Hundred Dollars (\$2,400) to be paid in equal monthly installments of Two Hundred Dollars (\$200) in advance, on the first day of each calendar month, for the first five years (years 1-5) of the LEASE.

The annual base rental for the second five years (years 6-10) of this LEASE will be Three Thousand Six Hundred Dollars(\$3,600) to be paid in equal monthly installments of Three Hundred Dollars (\$300) in advance.

The annual base rental for the third five years (years 11-15) of this LEASE will be Four Thousand Eight Hundred Dollars(\$4,800) to be paid in equal monthly installments of Four Hundred Dollars (\$400) in advance.

The annual rental for the fourth five years (years 16-20) of this LEASE will be Six Thousand Dollars(\$6,000) to be paid in equal monthly installments of Five Hundred Dollars (\$500) in advance.

The annual rental for the fifth five years (years 21-25) of this LEASE will be Seven Thousand Two Hundred Dollars(\$7,200) to be paid in equal monthly installments of Six Hundred Dollars (\$600) in advance.

4. This LEASE may be cancelled by the LESSEE at the end of the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), or twenty-fifth (25th) year, or as hereinafter provided, upon written notice to the LESSOR by registered or certified letter, return receipt requested, together with the payment of one (1) additional years rent as liquidated damages to the LESSOR.

5. The LESSEE shall erect a Radio Telephone Equipment Building and Associated Tower and install Radio Telephone Equipment in the Building and on the Tower and may remove or alter any installation thereof at the LESSEE's discretion and expense.

The LESSEE hereby agrees to install an eight foot (8') high chain link fence around its Building and Associated Tower, and to plant a reasonable and sufficient vegetative buffer around the perimeter of the fence, said buffer to be approved by the LESSOR.

The LESSEE also agrees to install a gate at the entrance to LESSEE's access right-of-way, at the location where said right-of-way diverges from the existing sanitary landfill access road, to prevent unauthorized entrance to LESSEE's leased Property.

6. If at the end of the twenty-fifth (25th) year this LEASE is not terminated by either party by giving to the other written notice of an intention to so terminate it at least twelve (12) months prior to the end of such term, this LEASE shall continue in force upon the same covenants, terms, and conditions, except rent which shall be renegotiated, for a further term of five (5) years, and so on from term to term until terminated by either party at the end of any such five (5) year term by giving to the other written notice of an intention to so terminate at least twelve (12) months prior to the end of such term.

7. It is understood and agreed that the LESSEE's ability to use the Property for the purposes set forth in Section 1 is contingent upon its obtaining, either before or after the effective date of this LEASE, all of the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. The LESSEE shall make due and timely application for all such necessary certificates, permits, and other approvals. The LESSOR shall cooperate with the LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the LESSEE.

8. The LESSEE shall indemnify the LESSOR and hold it harmless against any claim of liability or loss from personal injury or property damage not the fault of the LESSOR or the LESSOR's agents which may arise out of the LESSEE's lease of the Property and its operations thereon. LESSEE agrees to provide LESSOR with a Certificate of Insurance showing proof of such insurance.

9. Each of the parties hereto hereby waives for itself and anyone claiming through it, any and all rights of action for negligence against the other party hereto which may hereafter arise on account of damage to the premises or to property therein, resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties hereto, or either of them.

10. The LESSEE agrees to pay the real estate taxes assessed against the leased Property and equipment building by the Town of Waterford.

11. The LESSOR agrees for itself and for any successor in interest or rights in the Property, that it shall not disturb the possession, use, or enjoyment of the Property by the LESSEE, its successors, or assigns, nor disaffirm this Lease or the LESSEE's rights or estate hereunder, so long as all the obligations of the LESSEE are fully performed in accordance with the terms of this Lease. If requested by the LESSEE, the LESSOR shall make every effort to have the holders of such interest or rights execute a "nondisturbance agreement", consistent with the foregoing.

For the term of this LEASE, or any extension thereof, the rights of the LESSEE shall be protected; that is, the intended use of the Property shall not be hampered nor disturbed by any future construction or installation, and the LESSEE's use shall be continual.

12. The LESSEE, upon termination of this AGREEMENT, shall remove the Tower and, if requested, the Associated Building and restore the Property to its original condition, reasonable wear and tear excepted.

13. Any sale by the LESSOR of all or any portion of the Property to a purchaser other than the LESSEE shall be under and subject to this LEASE and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of its property underlying the right-of-way herein granted shall be under and subject to the rights of the LESSEE in and to such right-of-way.

14. This LEASE may be assigned or transferred by the LESSEE, but only to a subsidiary or affiliate of the LESSEE, who shall only use the Property for the use described herein.

15. It is agreed by the parties hereto: (a) a notice of this LEASE is to be recorded in the public land records, (b) a short form notice shall be used, and (c) the amount of the rent shall not be set forth in said notice.

16. The parties hereto shall be excused for the period of delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond their control, which shall include, without limitation, all war, labor disputes, civil commotion, warlike operations, invasion, governmental regulations or controls, fire or other casualty, or through Acts of God.

17. This LEASE, and all questions arising hereunder, shall be governed by the laws of the State of Connecticut.

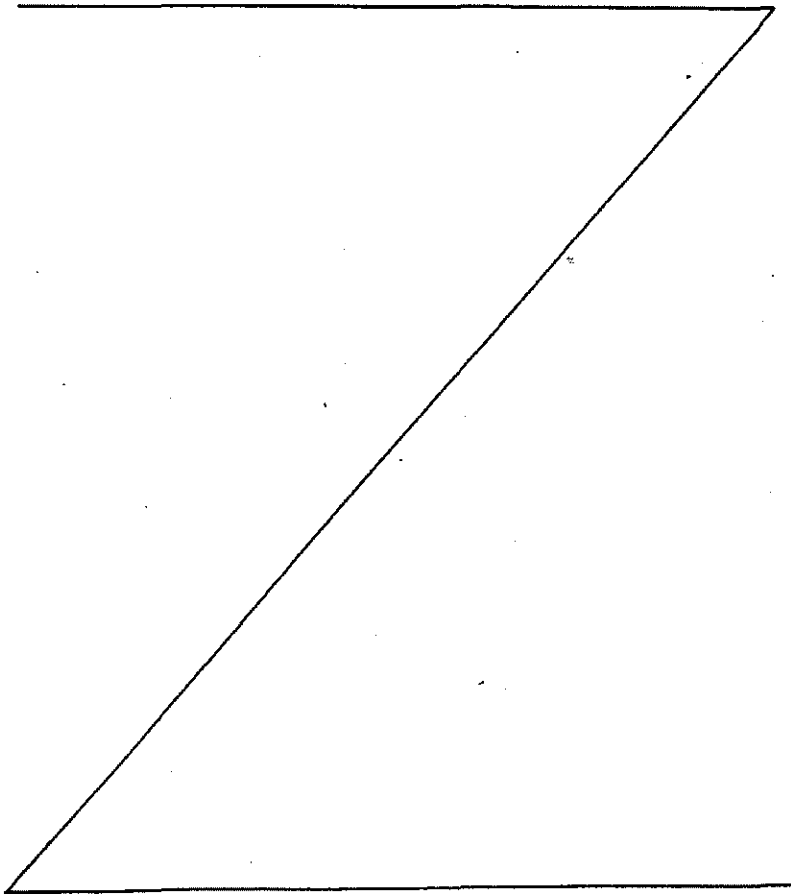
18. LESSOR covenants with the said LESSEE that it has good right to lease the Property in manner aforesaid, and that LESSOR shall suffer and permit said LESSEE (it keeping all the Covenants on its part, as above contained) to occupy, possess and enjoy the Property during the term aforesaid, without hindrance or molestation from LESSOR or any person claiming by, from or under LESSOR.

19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified or registered mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To the LESSOR	-	First Selectman Town of Waterford Town Hall 200 Boston Post Road Waterford, Connecticut 06385
To the LESSEE	-	Peter W. van Wilgen Manager-Real Estate Southern New England Telephone 195 Church Street, 6th Floor New Haven, Connecticut 06506

20. It is hereby mutually agreed and understood that this LEASE contains all agreements, promises, and understandings between the LESSOR and the LESSEE and that no verbal or oral agreements, promises, or understanding shall or will be binding upon either the LESSOR or the LESSEE in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this LEASE shall be void and ineffective unless in writing signed by the parties hereto.

21. This LEASE shall extend to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.



Signed, Sealed and Delivered in the presence of:

LESSON

The Town of Waterford
By Lawrence J. Bettencourt
Its First Selectman

LESSEE

The Southern New England Telephone Company
By Richard S. Eckstrom
Its General Manager-Support Services

Personally appeared Lawrence J. Bettencourt, First Selectman of The Town of Waterford, duly authorized Signer and Sealer of the foregoing Instrument, who acknowledged the same to be his free act and deed, and the free will and deed of The Town of Waterford, before me.

Notary Public **CALVIN K. BROUWER**
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988

Personally appeared Richard S. Eckstrom, who acknowledged himself to be the General Manager - Support Services of The Southern New England Telephone Company, a Corporation, and that he as such General Manager - Support Services being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as General Manager - Support Services.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires March 31, 1986

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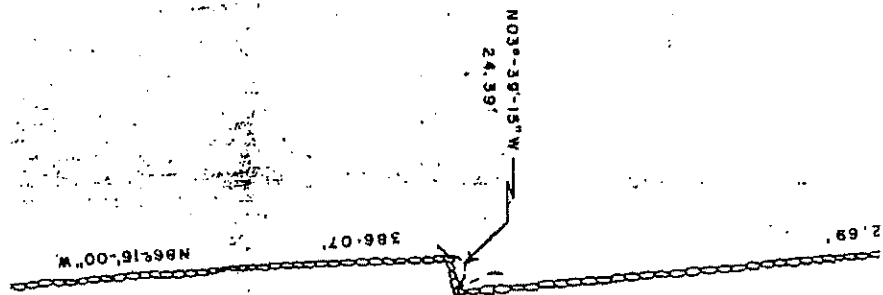
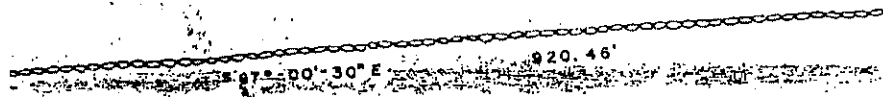
LAND
TO BE ACQUIRED

BY

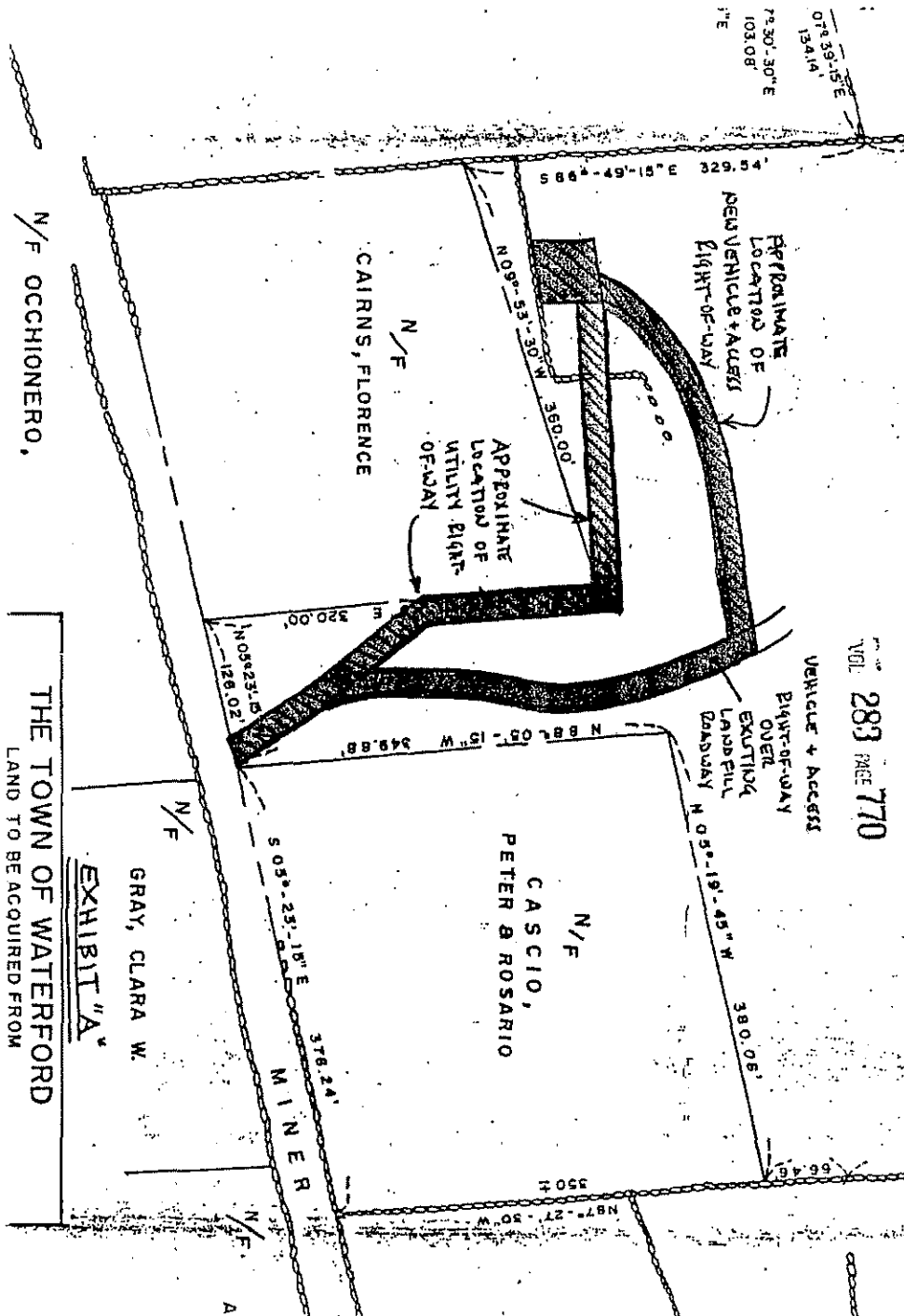
THE TOWN OF WATERFORD

FROM

CASCIO,
PETER B ROSARIO
25.67 AC.



SECCHIAI



N/F OCCHIONERO,

THE TOWN OF WATERFORD
LAND TO BE ACQUIRED FROM

EXHIBIT "A"

GRAY, CLARA W.

A

Vol. 283 Page 170-A
N/F OCCHIONERO,
ANGELO

GRAY, CLARA W.

EXHIBIT "A"

THE TOWN OF WATERFORD
LAND TO BE ACQUIRED FROM
CASCIO, PETER & ROSARIO

I HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE PREPARED
IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY
AS DERIVED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY
OF SURVEYS AND MAPS ADOPTED DECEMBER 10, 1973 AS AMENDED
BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

Edward D. Steward
EDWARD D. STEWARD
CONN. L.S. 10026



SCALE: 1" = 100'
FEET 0 25 50 75 100 150

DRAWN *pyc*
CHECKED *pyc*

DATE
MAY 1980

DRAWING
1103-A

EXHIBIT "B"

The leased Property will include approximately Two Thousand Five Hundred (2,500) square feet of land owned by The Town of Waterford, said land being located on Miner Lane, Waterford, Connecticut, and described as follows:

A 50' x 50' parcel of land on Miner Lane, Waterford, Connecticut, located within the Town of Waterford's Solid Waste Landfill Area, in the southeastern corner of said property, at an approximate elevation of 93' above sea level. Said leased property is portion of Lot 5 as shown on Waterford Assessor's Map 46, and is shown in greater detail on a survey marked as Exhibit A, entitled "The Town of Waterford, Land to be Acquired from Cascio, Peter & Rosario, Dated May, 1980, Scale 1" = 100', by Edward D. Steward, Conn. L.S. 10026."

Said leased Property is bounded on all four sides by other land of The Town of Waterford.

This description will eventually be replaced by a formal Survey and Legal Description, marked as Exhibit "B" and made a portion of this OPTION-LEASE AGREEMENT.

RECEIVED FOR RECORD July 12 1984

8:20 AM. ATTEST: [Signature]
TOWN CLERK

Silverstein Appraisal Services, LLC

MEMO

To: Robert A. Avena, Esq., Representing the Town of Waterford
From: Robert H. Silverstein, MAI, SRA
Re: Proposed Purchase of Cell Tower Easement

Atty. Avena:

At your request, I have prepared some calculations of the present value and future value potentials for your consideration in evaluating this proposal. The following summarizes my understanding of the issue and my calculations of the various financial options.

The facts:

- The existing lease expires on November 30, 2033, and there are no remaining renewal options.
- The contract base rent is \$2,400 per month, and the increase to \$2,880 that was scheduled to occur in November of 2018 did not take place due to consolidations in the industry which has resulted in fewer sub-leases.
- The additional rent that was to be paid and was to be based on 25% of the "collocation fees" collected by the Lessee have never been paid.
- The Lessee is proposing to pay \$685,000 up front to acquire a 50 year easement over the original leased area of 2,500 sq. ft. and an additional 6,845 sq. ft., for a total land area of 9,245 sq. ft., together with an access easement to Miner Lane.

The Issues:

- Which of these two options is in the town's best financial interest?
- How do the risk factors for the two options impact the decision?

The Risk Factors:

- What is the financial impact if the Lessee does not renew the lease at the end of the current term in 11.75 years?
- How does the probability that interest rates will change over the years impact the decision?
- How does the impact of changing market conditions or the possibility that the tower will not be needed at some unknowable future date due to changes in technology affect the decision?
- Does the Lessee's interest in a 50 year easement indicate that they expect stable or improving market conditions to support the tower's use, or some related future use?

Real Estate
Valuation
And Consulting

326 State Street, Suite 208
New London, CT 06320
Tel. 860-443-8405 Fax 860-442-9306

Robert H. Silverstein
MAI, SRA, MBA
roberts@msac.com

Methodology:

- There are two ways of viewing this decision:
 - Which option provides the highest present value of the payments?
 - Which option provides the highest future value of the payments?
- The first option is similar to the model used when valuing any net leased real estate investment, except in this situation there is no future sale of the real estate at the end of the lease or easement; which therefore makes it more similar to valuing an annuity.
- The future value calculations are based on the assumption that the easement purchase price or the monthly rental payments will be put into an investment account with an acceptable level of risk and thereby increase in value as interest is earned. Due to the length of time involved, the end results are large future values for both scenarios if the accounts are untouched.

Present Value Calculations:

- The present value of future monthly payments is calculated by applying the appropriate present value factor which is based on the interest rate and the number of monthly or annual payments. This reflects the reality that a dollar in hand today is worth more than a dollar to be received in the future, since the dollar in hand can be immediately invested and grow in value, and there is always the risk that future promised payments may not be made. The higher the risk and the longer the term, the higher the interest rate needs to be to attract a buyer, therefore as the discount rate increases, the present value decreases, if all else is equal. This interest rate is referred to as a discount rate. For this property, there is downside risk that the Lessee may not renew for 39+ additional years, and there is upside risk that the rent could increase in future years.
- I have prepared two spreadsheets that present the present value of the existing rent payment for both the remaining lease term of 11.75 months, and for the proposed easement term of 50 years. The 50 year scenario is based on the assumption that if the easement is not acquired the Lessee will remain in place for those 50 years by lease renewal options, and will continue to pay the same base rent for the entire 50 year period, and no other rent. The calculations provide present values using a range of discount rates from 2% to 10%.
- The “best” real estate investments, those with the lowest investment risk such as a net lease McDonalds Restaurant with a corporate guarantee, will sell for rates of return as low as 4% in today’s low interest environment, while traditional real estate such as office and retail properties may sell for between 7% and 9%, or higher depending on risk and the quality of the location and tenants.
- The analysis attached shows that for the 50 year scenario, an interest rate of 3.62% would be needed to obtain a present value of \$685,000 for 50 years of \$2,400 monthly payments. This implies that this investment would be more desirable to a buyer than buying the best real estate properties, which is unlikely as this property has a significantly higher level of risk given the uncertainty of the Lessee continuing to pay rent for 50 years, the lack of other potential Lessees, and the lack of resale proceeds at the end of the easement. A more likely discount rate is about

Memo to Robert Avena, Esq., Representing the Town of Waterford
 Re: Proposed Purchase of Cell Tower Easement
 February 7, 2022

6% to 8%, which indicates a present value range of \$456,000 to \$353,000 (rounded). This indicates that the up-front payment for the easement provides a better return. All of the calculated values are less than the simple sum of \$2,400 for 600 months, since it would make no sense to pay a price based on a zero interest investment unless you were receiving all the payments on that same day, resulting in an even trade.

- Assuming the Lessee would only remain until the end of the current lease term, the advantage in taking the one payment is obvious, since the sum of the remaining rental payments is only \$338,400, which would be the maximum value if an investor had no desire to earn any return on its investment.

Present Value of Monthly Payments for 50 Years		
Monthly Payment	Discount Rate	Present Value
\$2,400	N/A*	\$1,440,000
\$2,400	2.00%	\$909,812
\$2,400	3.00%	\$745,392
\$2,400	3.62%	\$685,000
\$2,400	4.00%	\$622,234
\$2,400	5.00%	\$528,473
\$2,400	6.00%	\$455,923
\$2,400	7.00%	\$398,878
\$2,400	8.00%	\$353,318
\$2,400	9.00%	\$316,385
\$2,400	10.00%	\$286,019

* This row calculates the total of the monthly payments, 50 years

Present Value of Monthly Payments for 11.75 Years		
Monthly Payment	Discount Rate	Present Value
\$2,400	N/A*	\$338,400
\$2,400	2.00%	\$301,355
\$2,400	3.00%	\$284,892
\$2,400	4.00%	\$269,646
\$2,400	5.00%	\$255,517
\$2,400	6.00%	\$242,411
\$2,400	7.00%	\$230,242
\$2,400	8.00%	\$218,935
\$2,400	9.00%	\$208,417
\$2,400	10.00%	\$198,626

* This row calculates the total of the monthly payments, 11.75 years

- For the future value analyses, the higher the interest rate the better. I used the same interest rate range of 2% to 10%, assuming the town would not want to be exposed to more risk than is

appropriate. It is reasonable to assume that a financial advisor would be able to invest the one-time payment into an account or mix of accounts that would generate an annual return of at least 5% over 50 years at a conservative level of risk.

- If the \$685,000 one-time payment is invested, its future value at the end of 50 years would range from a low of \$1,844,000 (rounded) at an interest rate of 2%, to \$80,400,000 at 10%.
- If the \$2,400 rent payments received over 50 years are invested when received, the future value is slightly higher for the 2% to 4% rates, but far exceeds the other as the rate increases. The future values range from \$2,471,000 to \$41,579,000 for the same interest rate spread.

Future Value of One Payment of \$685,000 today in 50 Years		
Payment	Interest Rate	Future Value
\$685,000	0.0%	\$685,000
\$685,000	2.0%	\$1,843,738
\$685,000	3.0%	\$3,002,976
\$685,000	4.0%	\$4,868,078
\$685,000	5.0%	\$7,855,169
\$685,000	6.0%	\$12,617,806
\$685,000	7.0%	\$20,178,062
\$685,000	8.0%	\$32,127,605
\$685,000	9.0%	\$50,934,901
\$685,000	10.0%	\$80,412,734

Future Value of Monthly Payments of \$2,400 for 50 Years		
Monthly Payment	Interest Rate	Future Value
\$2,400	0.0%	\$1,440,000
\$2,400	2.0%	\$2,471,069
\$2,400	3.0%	\$3,334,375
\$2,400	4.0%	\$4,582,455
\$2,400	5.0%	\$6,404,765
\$2,400	6.0%	\$9,089,259
\$2,400	7.0%	\$13,075,370
\$2,400	8.0%	\$19,036,146
\$2,400	9.0%	\$28,005,845
\$2,400	10.0%	\$41,578,538

- If the \$685,000 one-time payment is invested, its future value at the end of 11.75 years would range from a low of \$864,400 at an interest rate of 2%, to \$2,099,200 at 10% (see following page).

Memo to Robert Avena, Esq., Representing the Town of Waterford
 Re: Proposed Purchase of Cell Tower Easement
 February 7, 2022

- If the \$2,400 rent payments received over 11.75 years are invested when received, the future value will max out at \$640,100 at 10%, and would require an interest rate of 11% just to match the \$685,000 payment to be made in advance for the easement.

Future Value of One Payment of \$685,000 today in 11.75 Yrs		
Payment	Interest Rate	Future Value
\$685,000	0.0%	\$685,000
\$685,000	2.0%	\$864,455
\$685,000	3.0%	\$969,456
\$685,000	4.0%	\$1,086,006
\$685,000	5.0%	\$1,215,248
\$685,000	6.0%	\$1,358,421
\$685,000	7.0%	\$1,516,876
\$685,000	8.0%	\$1,692,075
\$685,000	9.0%	\$1,885,610
\$685,000	10.0%	\$2,099,204

Future Value of Monthly Payments of \$2,400 for 11.75 yrs		
Monthly Payment	Interest Rate	Future Value
\$2,400	0.0%	\$338,400
\$2,400	2.0%	\$381,112
\$2,400	3.0%	\$405,114
\$2,400	4.0%	\$431,066
\$2,400	5.0%	\$459,238
\$2,400	6.0%	\$489,741
\$2,400	7.0%	\$522,823
\$2,400	8.0%	\$558,723
\$2,400	9.0%	\$597,704
\$2,400	10.0%	\$640,056
\$2,400	11.0%	\$685,000

Conclusions:

- From a real estate value perspective, the easement scenario is the better choice unless there is near 100% certainty that the lease payment will continue for 50 years and possibly increase over time, or unless there is some alternate use for this small parcel of land that could generate an equal or higher rent or sale price in the foreseeable future.
- Any expectation of increasing rates of return would further support the up-front payment scenarios; while an expectation of significant increase in rent with a long term renewal could make that scenario the better choice, but that does not seem likely at this time. From the Lessee's perspective it may make sense to secure this for the long term well in advance of the lease expiration.

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

49
To: Robert Brule, First Selectman
From: Gary J. Schneider, Director of Public Works
Date: October 24, 2022
Re: Elevator Reconditioning, line item 20511-57874



The Department is requesting additional funding in the amount of \$32,350. This project is to recondition the elevators at YSB and Town Hall. The additional funding is required to be in compliance with Sec 31 53(g) Prevailing Wage Rate as the project is over the \$100,000 mark.

The Town secured a contract with Otis Elevator. Otis Elevator is a union contractor and their hourly + fringe meets the requirement of Sec 31.53(g). Prime Electric is a non-union contractor, and was assigned as a sub-contractor to Otis Elevator. They had quoted a price to the Town that excluded this requirement of prevailing wage + fringe. Both contractors need to be in compliance.

Please place this request on the next Board of Selectman's meeting scheduled for November 1, 2022, and forward to the Board of Finance.

Hello Paul/Rawle-

Attached are the updated quotes from prime electric. Below is breakdown per of the total cost of the project. Please let me know what you want to do moving forward. Please keep in mind we are willing to work with you on this for example if we need to we can complete the MOD on the youth center then wait until you get the additional money to complete the town hall. Please let me know if you have any questions.

	Youth Center	Town Hall
Otis Elevator	90,000	90,000
WBO-Prime Electric	49,482	52,868
Total	139,482	142,868

Thank you,

Aaron Stein
Account Manager-Hartford

M: +1 203.814.2793
F: +1 860.353.5814

Otis
242 Pitkin St
East Hartford, CT 06108

otis.com | [Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

Data privacy is important. Here's our [policy](#).

From: Rawle Dummett <rdummett@waterfordct.org>
Sent: Monday, August 15, 2022 11:52 AM
To: Stein, Aaron L <Aaron.Stein@otis.com>
Cc: Paul Koelle <pkoelle@waterfordct.org>
Subject: [EXTERNAL] RE: Town of Waterford-Prevailing Wage Clarification

Good Day Aaron.

Kindly advise whether you have received the email below.

Regards

Rawle Dummett
Purchasing Agent
Town of Waterford
rdummett@waterfordct.org
Tele: 860-444-5842



33 Wisconsin Ave
Suite 101
Norwich, CT 06360

Estimate

Date	Estimate No.
3/30/2022	7123

Customer

Waterford
15 Ropeferry Rd
Waterford, CT. 06385

Customer Number	Terms	Rep

Description	Cost	Total
Town Hall Building Scope- Work with Otis Elevator on unit upgrade- Prime Elec LLC will - Provide and install new power with shunt-trip breaker & Copper conductors fro the main service New local disconnect switch Loadside connection to new Elev machine unit. New elevator machine room electrical panel dedicated & feeder New pit light circuit Now pit GFI outlet circuit New pit light & sw New elev pit sump circuit New elev car light circuit New elec shunt-trip circuit New elev machine room light& switch & circuit New elec machine room GFCI outlet & circuit FACP modification, 2 MMX modules, heat & smoke and shaft devices / piping as needed. (Excluded's all sprinkler / mech work) Floor recall devices. New machine room exhaust fan circuit & reverse acting stat. (Excluded's fan & ducting if required.) All new circuit will come form the elev machine room panel for all local devices except the main feed. all conduit will be new EMT with sealed fittings and proper labels for each device & circuit. All work will be done on normal time M-F	39,751.00	39,751.00
Subtotal		
CT Tax (6.35%)		
Total		

Authorized Signature

Phone (860)889-0823
www.primeelectricllc.com

Toll Free (800)291-2119
License #CT125431-E1/CT123648-E1 AA/EOE/SBE

Fax (860)886-2344



33 Wisconsin Ave
Suite 101
Norwich, CT 06360

Estimate

Date	Estimate No.
3/30/2022	7122

Customer

Waterford
15 Ropeferry Rd
Waterford CT. 06385

Customer Number	Terms	Rep

Description	Cost	Total
Youth Services Building Scope- Work with Otis Elevator on unit upgrade- Prime Elec LLC will - Provide and install new power with shunt-trip breaker & Copper conductors fro the main service New local disconnect switch Loadside connection to new Elev machine unit. New Elevator machine room electrical panel dedicated & feeder New pit light circuit New pit GFCi outlet circuit New pit light & sw New elev pit sump circuit New elev car light circuit New elec shunt-trip circuit New elev machine room light& switch & circuit New elec machine room GFCI outlet & circuit FACP modification, 2 MMX modules, heat & smoke and shaft devices / piping as needed. (Excluded's all sprinkler / mech work) Floor / floor recall devices New machine room exhaust fan circuit & reverse acting stat. (Excluded's fan & ducting if required.) All new circuit will come form the elev machine room panel for all local devices except the main feed. all conduit will be new EMT with sealed fittings and proper labels for each device & circuit. All work will be done on normal time M-F	37,205.00	37,205.00
Subtotal		
CT Tax (6.35%)		
Total		

Authorized Signature

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Fax (860)886-2344

410

MEMORANDUM TOWN OF WATERFORD DEPARTMENT OF PUBLIC WORKS

To: Rob Brule, First Selectman

From: Gary J Schneider

Date: October 26, 2022

Re: Request for Additional Paving Program Funds, \$1,762,736

The Town has made a good start in addressing years of delayed work on our road network. This year, we completed Daniels Ave, the northern portion of Niantic River Road, Gardiners Wood Road, Lake Pond Road and Butlertown Road. If additional funds are available, I have identified several roads to be addressed.

Approving the funding of the additional roads by January allows us to engage our contractors when they are first setting their schedules of work for the construction season. Approving funds for large projects in the normal funding schedule (July) puts the Town at a disadvantage in getting any work completed before the end of the construction season.

To guide the Town on what roads to address, we continue to use the pavement management update completed for the entire network. This formal evaluation provided a systematic, consistent approach to the evaluation of the present condition of the road surface. It is used to prioritize the work. It was not intended to replace sound engineering judgment, which should dictate specific needs for an individual project.

These roads are in need of structural improvement or rehabilitation. This is defined as milling the top two inches of old asphalt from the surface and replacing with new asphalt or full depth reclamation, where the asphalt is ground up and mixed with the base to establish a new base and then resurfaced with two to 4 inches of new asphalt.

Major/Minor Collector Streets

1. Niantic River Road \$610,208: (#194 south to Mago Point Way); will complete the road
2. Oil Mill Road \$653,382: was bumped from first round of funding for Gardiners Wood
3. Shore Road \$282,983: (Jordan Cove Road to Dock Road)
4. New Shore Road \$216,163: (Dock Road to Shore Road)

Cc: Cindy Dupointe, Executive Assistant

**TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2022-2023 FISCAL YEAR REQUEST**

DEPARTMENT/AGENCY <u>Public Works</u>	CONTACT PERSON <u>Gary J Schneider</u>
PROJECT NAME <u>Paving Projects</u>	DEPARTMENT PRIORITY <u>1</u>

1	DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project) This project will address both the local roads and the collector roads which carry a good volume of traffic. These roads are in need of structural improvement or rehabilitation. This is defined as milling the top two inches of old asphalt from the surface and replacing with new asphalt or full depth reclamation, where the asphalt is ground up and mixed with the base to establish a new base and then resurfaced with three to five inches of new asphalt. The roads are Niantic River Road (#194 south to Mago Point Way); Oil Mill Road; Shore Road (Jordan Cove Road to Dock Road) and New Shore Road (Dock Road to Shore Road) .																																																																													
2	PROJECT STATUS IF IN PROGRESS Northern portion of Niantic River Road was just completed in 2022.																																																																													
3	LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST None																																																																													
4	DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable) Roads will not require crack sealing for the next 3-5 years, saving an approximate \$15,000																																																																													
5	GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available) None																																																																													
6	ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below) Attached																																																																													
7	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="7" style="text-align: center;">COST/FUNDING SOURCE</th> </tr> <tr> <th style="width: 35%;">FUNDING SOURCE</th> <th style="width: 10%;">APPROVED FUNDING TO DATE</th> <th style="width: 10%;">FY2023</th> <th style="width: 10%;">FY2024</th> <th style="width: 10%;">FY2025</th> <th style="width: 10%;">FY2026</th> <th style="width: 10%;">FY2027</th> </tr> </thead> <tbody> <tr> <td>1 Current Year Capital</td> <td></td> <td style="text-align: right;">1,763,736</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2 Utility Budget/Sewer Cap Maint Fund</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3 Transfer to CNR</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4 Short/Long-term Bonds</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5 LoCIP (detail in section 5 above)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6 CNR Undesignated Fund Balance</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7 Federal/State Grants (detail in section 5)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8 Other Funding (detail in section 5 above)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTALS</td> <td style="text-align: center;">0</td> <td style="text-align: right;">1,763,736</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	COST/FUNDING SOURCE							FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2023	FY2024	FY2025	FY2026	FY2027	1 Current Year Capital		1,763,736					2 Utility Budget/Sewer Cap Maint Fund							3 Transfer to CNR							4 Short/Long-term Bonds							5 LoCIP (detail in section 5 above)							6 CNR Undesignated Fund Balance							7 Federal/State Grants (detail in section 5)							8 Other Funding (detail in section 5 above)							TOTALS	0	1,763,736	0	0	0	0
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BOARD OF FINANCE

REQUESTING NEW CAPITAL PROJECT APPROVAL OUTSIDE THE BUDGET CYCLE POLICY

Departments will make every effort to process Capital budget requests through the annual budget cycle to allow for transparency and efficient long-range fiscal and budget planning.

Any project requests that may occur out of the annual budget cycle, the following procedures will be followed.

A. Project Details

Please submit a request for a new project utilizing the current capital request form that must include a summary detailing the project, the department managing the project, project cost estimates and the project execution timeline including start date and completion date.

See attached CIP project sheet. If funding is approved, start date on or about April 1, complete by the end of the construction season (fall 2023)

B. Project Justification

All new capital project requests must include written justification for the project and why it cannot wait to be included in the next annual budget cycle request. Documentation must be provided with the justification summary.

See attached memo to First Selectman

C. Project Cost Estimate

All new capital project requests must include an estimate of the total cost of the project. Either a quote or a cost estimate shall include a summary on how the estimate was calculated.

See attached spreadsheets, one for each road

D. Project Funding Sources

Funding relates to the source of cash. All new capital project requests shall specify here if there is another source of funding that will help fund the project (i.e. gift, grant, endowment or operating budget).

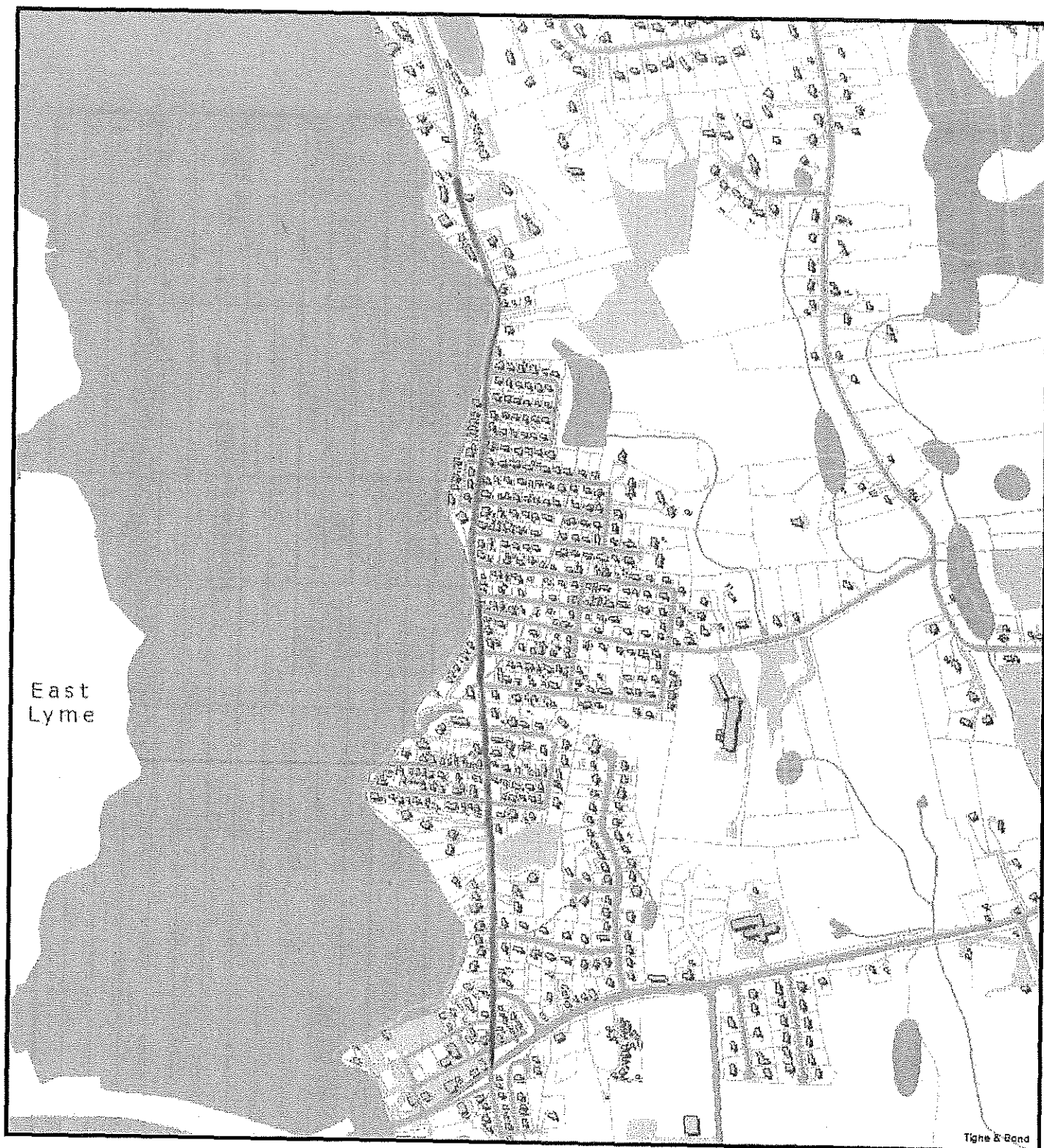
No other source of funding

E. Project Approval

All new capital requests will follow the normal approval cycle: Department Director, Board of Selectmen, Board of Finance, and Representative Town Meeting.

Approved: July 22, 022

10/24/2022		2023 Roadway Milling/Paving				
Road	Square Feet	Square Yards	Unit	Unit Price	Total	
Niantic River Road(Milling)		21,600.00	Sq Yd	\$4.00	\$86,400.00	
#194 south to Mago Point Rd						
TOTALS		21,600.00	Sq Yd		\$86,400.00	
Paving (3")(Milling)		21,600.00	X 0.0575	X 3' X \$110.00	\$409,860.00	
			~ 3750 Tons			
Tack Coat		1800	Gals	\$7.00	\$12,600.00	
			Total Milling and Paving		\$508,860.00	
Reset Manholes		32.00	EA	\$1,200.00	\$38,400.00	
Pave Aprons			Sq Yd	\$20.00	\$0.00	
Epoxy Painted Yellow Lines		7,475.00	LF	\$1.00	\$7,475.00	
Stop Bars			SF	\$6.00	\$0.00	
			10% Contingency		\$55,473.50	
			Total Milling/Reclaiming and Paving/Striping		\$610,208.50	



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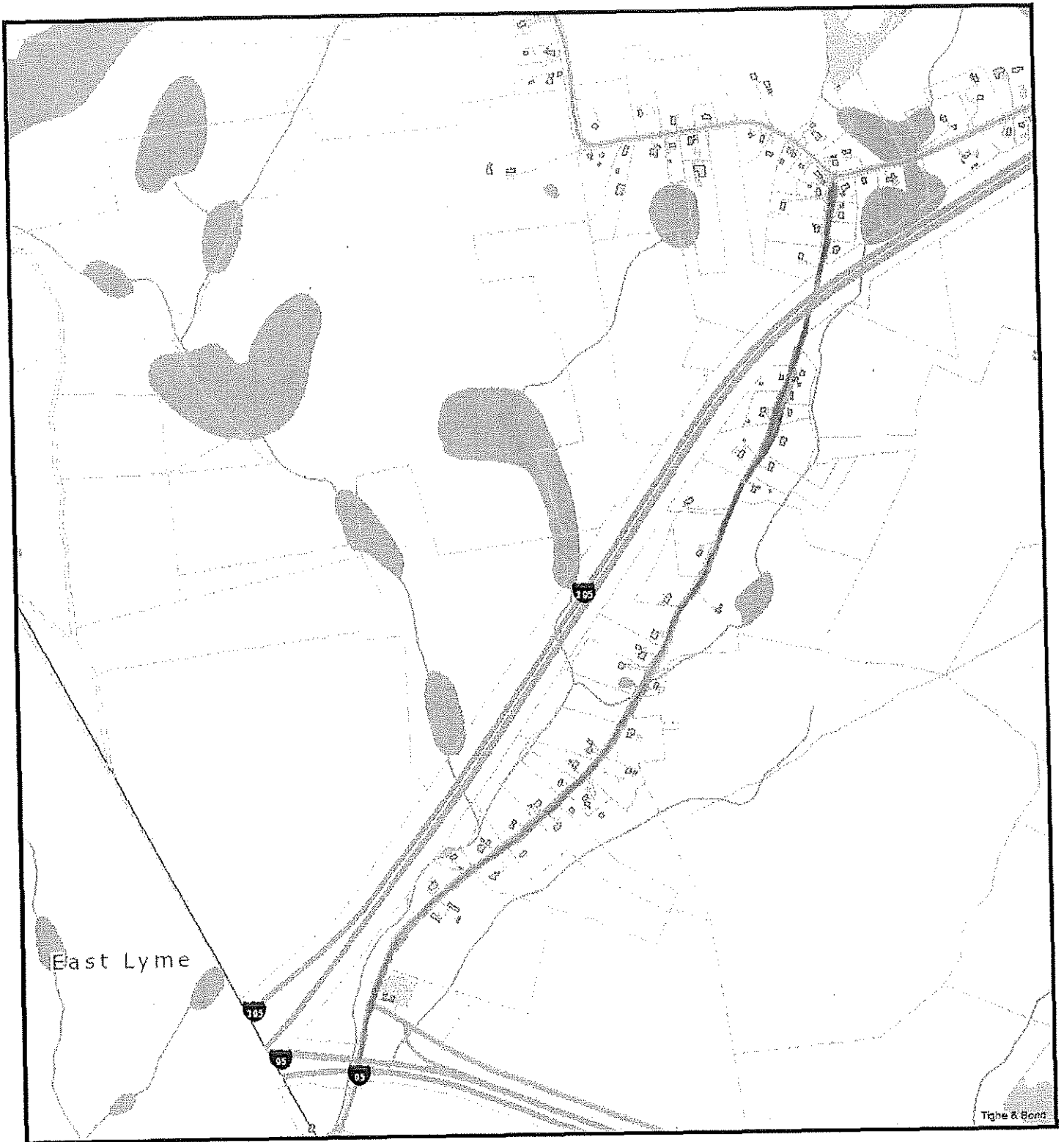
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The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.



10/24/2022		2022 Roadway Milling/Paving			
Road	Square Feet	Square Yards	Unit	Unit Price	Total
Oil Mill Road (Milling) from Way Hill Rd to Rte 1		24,850.00	Sq Yd	\$4.00	\$99,400.00
TOTALS		24,850.00	Sq Yd		\$99,400.00
Paving (3")(Milling)		24,850.00	X 0.0575	X 3" X \$110.00	\$471,528.75
			~ 4300 Tons		
Tack Coat		1800	Gals	\$7.00	\$12,600.00
		Total Milling and Paving			\$583,528.75
Pave Aprons			Sq Yd	\$20.00	\$0.00
Epoxy Painted Yellow Lines		10,155.00	LF	\$1.00	\$10,155.00
Stop Bars		50.00	SF	\$6.00	\$300.00
			10% Contingency		\$59,398.38
		Total Milling/Reclaiming and Paving/Striping			\$653,382.13

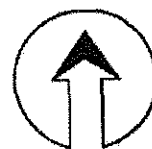


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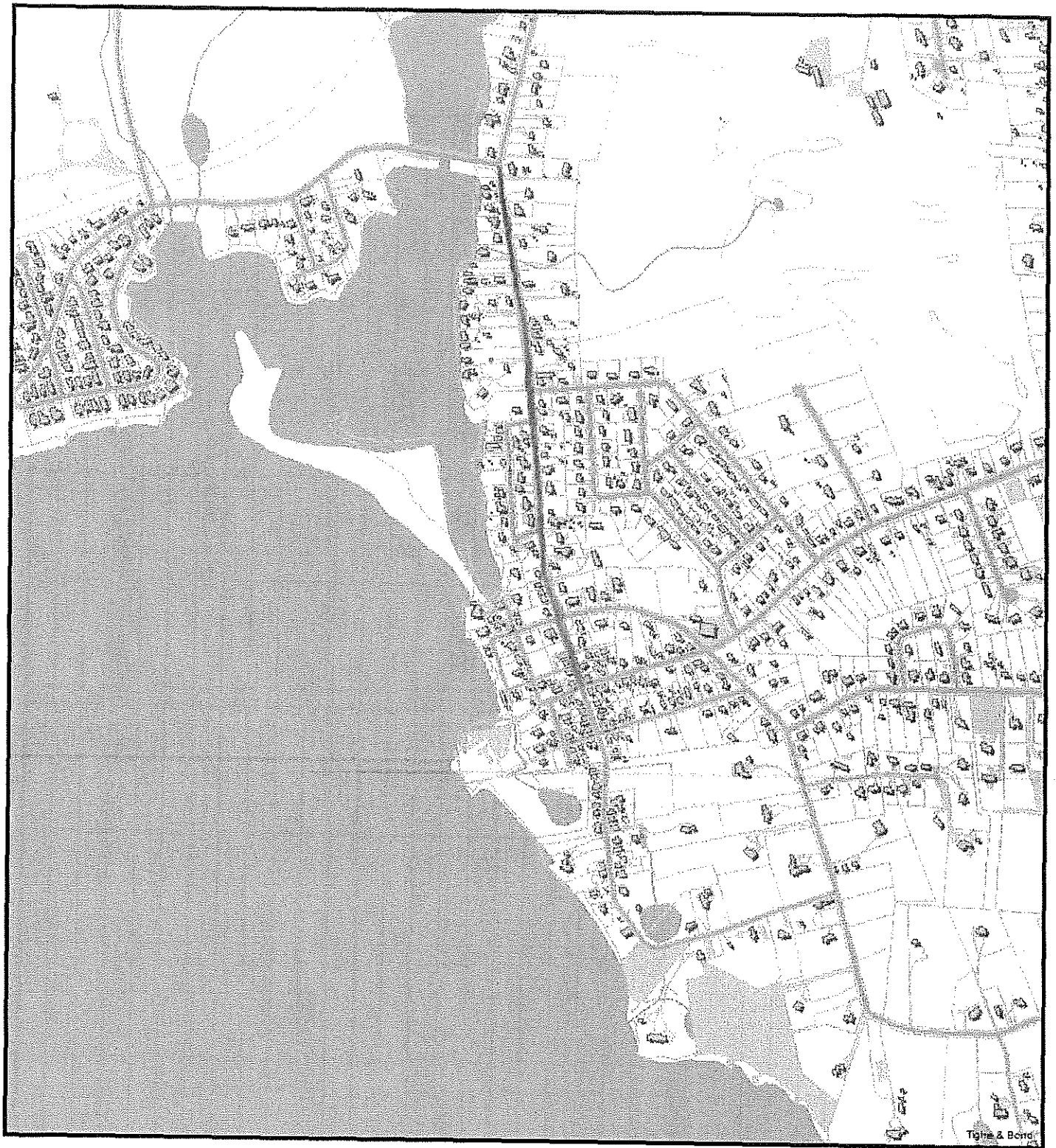
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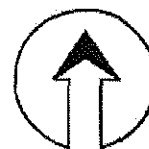


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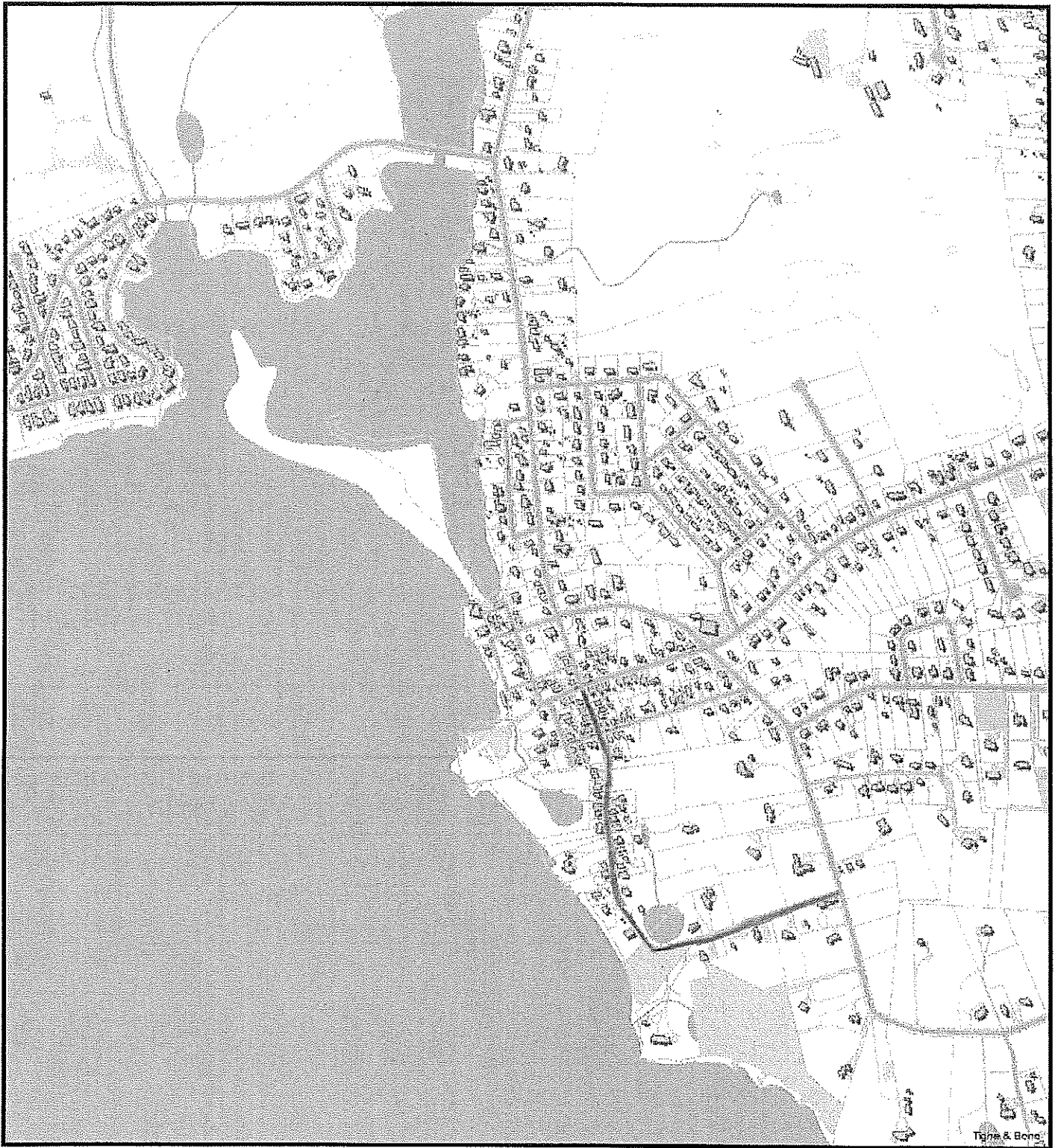
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10/24/2022		2022 Roadway Milling/Paving			
Road	Square Feet	Square Yards	Unit	Unit Price	Total
New Shore Road(Milling) from Dock Rd to Shore Rd		7,100.00	Sq Yd	\$4.00	\$28,400.00
TOTALS		7,100.00	Sq Yd		\$28,400.00
Paving (3")(Milling)		7,100.00	X 0.0575 X 3" X \$1.10		\$134,722.50
			~ 1250 Tons		
Tack Coat		500	Gals	\$7.00	\$3,500.00
			Total Milling and Paving		\$166,622.50
Reset Manholes		22.00	EA.	\$1,200.00	\$26,400.00
Pave Aprons			Sq Yd	\$20.00	\$0.00
Epoxy Painted Yellow Limes		3,190.00	LF	\$1.00	\$3,190.00
Stop Bars		50.00	SF	\$6.00	\$300.00
			10% Contingency		\$19,651.25
			Total Milling/Reclaiming and Paving/Striping		\$216,163.75

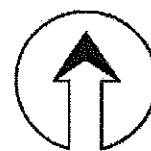


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FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

October 25, 2022

Mr. Robert Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Subject: Request an appropriation in amount of \$35,000 from Capital and Non-recurring designated line 20530-57868 – Bridge Engineering Plan

Dear Mr. Brule,

CNR funds were approved in the FY 23 budget to support surface transportation projects which encompass roads, street accessories, sidewalks, and bridges. The objective is to provide safe, attractive, and efficient public transportation ways and infrastructure systems that support them.

From the rains that were the result of the remains of Ida, the bridge over the Hunts brook at Bloomingdale Road (bridge # 06139) was overtopped causing the closure of the road, some erosion of bank near the abutment and some minor asphalt road surface was lost. An analysis of the bridge in 2014 found that the brook will overtop the bridge in a 27 year storm.

Over topping of the bridge will shut Bloomingdale Road to traffic. The flows from Hunt Brook at this time would also overtop Old Norwich Road, a major concern for emergency services as this would increase response time in this area. Addressing the bridge is the priority.

Public Works and Planning will work with the Engineer to complete this phase of the project. Please place this on the next Board of Selectman meeting for consideration and forward to the Board of Finance.

The scope of the engineering work is attached.

Respectfully submitted,

Gary J. Schneider, Director
Waterford Public Works Department

Cc: Kimberly Allen, Finance Director



October 19, 2022

Mr. Gary Schneider
Director of Public Works
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

RE: REVISED *Proposal for Professional Services, Prepare Study to Evaluate Hunts Brook Flooding at Bloomingdale Road Culverts and Surrounding Properties, Waterford, CT*

Dear Mr. Schneider:

As discussed, the Town of Waterford has experienced flooding on Hunts Brook, at the Bloomingdale Road culvert and adjacent properties. As requested, Lenard Engineering, Inc. (LEI), a Division of Haley Ward, is pleased to submit this proposal for the Town's review and acceptance.

SCOPE OF SERVICES

- 1) Conduct Records and Mapping Research – LEI will conduct record research for the current Bloomingdale Road culverts, including past plans, design calculations, hydraulic reports, permits, FEMA mapping and other available sources. We assume that the Town will make all pertinent records available to us.
- 2) Wetlands Delineation and Reporting – Eliminated from Study Scope.
- 3) Conduct Field Survey and Base Mapping - LEI will prepare a Class T-2 topographic survey and a Class D boundary survey in vicinity of the current culvert group. The survey will be tied to the NAD-83 horizontal datum and the NAVD-88 vertical datum. In addition, LEI will:

Addressee | Date | JN | Page 1

2210 Main Street, Glastonbury, CT 06033
T: 860.659.3100 | HALEYWARD.COM



- a) Survey up to eight cross sections of the Hunt's brook channel for use in hydraulic modeling. LEI anticipates the need to survey four cross sections upstream and four cross sections downstream of the culverts. All cross sections will fall within a distance of 500 feet of the current culverts.
- b) Locate and determine elevations of structures within 500 feet of Bloomingdale Road Culverts.

Where access to private property is required, we will ask the Town approach property owners and obtain approvals in advance of our survey. In addition to Hunts Brook and the culvert,

Following completion of field surveys, LEI will:

- c) Prepare a base map of the project site at a scale appropriate for analysis and design.
 - d) Compile hydraulic cross sections of the Hunt's Brook flood plain using field survey data for the channel and LiDAR data for overbank areas.
- 4) Establish Design Flows - LEI will review past design information for the Bloomingdale Road culverts to determine whether hydrologic calculations were prepared. LEI will also utilize the USGS StreamStats web tool to generate peak flow rates for the 2, 10, 25, 50, and 100-year return-frequency storms.

LEI will compare the two sets of flow data and render an opinion as to which method provides the most reliable method for predicting peak discharge rates at the subject culverts. LEI will then issue a written recommendation for design flow to the Town. LEI will seek the Town's concurrence with LEI's design-flow recommendation prior to commencement of the hydraulic analysis.

- 5) Determine Design Recurrence Interval - LEI will recommend a recurrence interval for design following a review of requirements set forth in Town standards, the ConnDOT Drainage Manual, and the U.S. Army Corps of Engineers Connecticut General Permits. LEI will seek the Town's concurrence with LEI's design recurrence-interval recommendation prior to commencement of the hydraulic analysis.



6) Hydraulic Analyses – LEI will prepare one-dimensional steady-flow hydraulic models of the study reach using the U.S. Army Corps of Engineers HEC-RAS software. The models will include the following scenarios:

- a) Existing Condition
- b) Natural Condition (Existing Condition with the culverts and road embankment removed)
- c) Proposed Condition (up to two alternatives will be considered)

Proposed-Condition alternatives will be developed by trial-and-error methods to achieve several project goals, including:

- Pass the design flow rate with the required freeboard.
- Eliminate or minimize roadway overtopping.
- Eliminate or reduce flooding of nearby homes and private property.
- Limit the increase in 100-year upstream water surface elevation to one-foot above the 100-year Natural Condition water surface profile.

For each alternative considered, LEI will prepare comparative water surface profiles for each recurrence interval. Each plot will compare the Existing, Natural, and Proposed-Condition water surface profiles to assess the relative impact of each alternative.

- 7) Sketch Plans – LEI will prepare a conceptual plan, roadway profile, and longitudinal section for each alternative under consideration. These drawings will be prepared to a level of detail appropriate for use in the preliminary design report.
- 8) Conceptual Cost Opinions – LEI will develop conceptual cost opinions for up to two alternative structure types.
- 9) Draft Conceptual Design Report – LEI will summarize our findings and recommendations in a draft design report. The report will include a summary of hydrologic calculations, selection of design recurrence interval, hydraulic calculations and results, and sketch plans for each alternative. The report will summarize the advantages and disadvantages of each alternative, impacts on roadway overtopping and adjacent structures, relative costs, permit requirements, etc.



PROPOSED FEES

We propose to complete work as specified above for a lump sum fee of \$ 35,000, itemized as follows:

Task 1 - Records Research	\$ 1,200
Task 2- Wetland Delineation and Reporting eliminated)	\$ 0
Task 3 - Conduct Field Survey/Base Mapping	\$ 10,500
Task 4 - Calculate Design Flows	\$ 2,500
Task 5 - Determine Design Recurrence Interval	\$ 1,200
Task 6 - Hydraulic Analyses	\$ 7,000
Task 7 - Sketch Plans	\$ 3,000
Task 8 - Conceptual Cost Opinions	\$ 2,500
Task 9 - Draft Conceptual Design Report	\$ 5,000
Task 10 - Review Meeting	\$ 1,200
Task 11 - Follow-up Summary Memo	\$ 900
 TOTAL FEE	 \$ 35,000

We hope the Town finds our proposal acceptable, and we look forward to continuing to serve Waterford on this project. If you or others at the Town have any questions or comments, I am at your service.

Respectfully submitted,
Lenard Engineering, Inc.

James E. Ericson, PE
Vice President

ACCEPTED BY: _____

DATE: _____

