



Planning
Community Development
Zoning
Conservation Commission
Historic District Commission

Planning & Development Department
City Hall - Second Floor
31 Wakefield Street
ROCHESTER, NEW HAMPSHIRE 03867-1917
(603) 335-1338 - Fax (603) 335-7585
Web Site: <http://www.rochesternh.net>

04-07-14P02:12 RCVD

APPLICATION FOR SPECIAL EXCEPTION

TO: BOARD OF ADJUSTMENT
CITY OF ROCHESTER

DO NOT WRITE IN THIS SPACE

CASE NO. 2014-08

DATE FILED 4-7-14

ZONING BOARD CLERK

Phone No. 978-828-3264

Name of applicant New Cingular Wireless PCS LLC ("AT&T"), Kristen LeDuc, NB&C LLC, as authorized agent

Address 153 Northboro Road, Suite 19, Southborough MA 01772

(if same as applicant, write "same")

Owner of Property Concerned Matthew G. Scruton

(if same as applicant, write "same")

Address 67 Camelot Shore Drive, Farmington NH 03835

(if same as applicant, write "same")

Location of property 144 Meaderboro Road

Map No. 232 & 233

Lot No. 16-3

Zone Agricultural

The undersigned hereby requests a special exception as provided in

Article: 42 Section: 24.A(1)(a); 23(c)(27); 14(D)(4) of the Zoning Ordinance

Description of Property (give length of the lot lines)	169'	227/301	443
	Frontage	Sides	Rear

Proposed use or existing use affected Install, operate and maintain a proposed wireless communications facility on the property, including without limitation a 140-foot monopole, up to twelve (12)

multi-band panel antennas, with associated remote radio heads (RRHs), surge arrestors, cables and fiber, radio communications and electronic equipment located within a proposed equipment shelter, up to three (3) GPS antennas, diesel generator and related facilities, all within a proposed fenced compound, and electric and telephone utilities and related conduits. All as more fully depicted on the plans submitted herewith.

Signed Kristen LeDuc
(Applicant)

Date 3/19/14

New Cingular Wireless PCS LLC ("AT&T"), by Kristen LeDuc, NB&C LLC, as authorized agent

18941

Network Building & Consulting LLC SA7380 Coca Cola Drive • Suite 106 • Ph. (410) 712-7092
HANOVER, MD 21076EZShield™ Check Fraud
Protection for Business

60-912-313

PAY
TO THE
ORDER OF

City of Rochester

DATE

2/25/14

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FOR

1809

Meaderboro Rd 2AP

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⑈031309123⑈

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NH4125

NO. 18941

DATE 4/7/14

RECEIVED FROM Network Bldg & Consulting LLC
One Hundred Seventy Five and ⁰⁰/₁₀₀ DOLLARS

Account Total \$ 175-

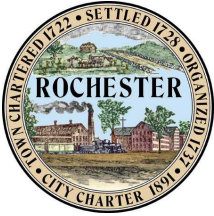
Amount Paid \$ 175-

Balance Due \$ 0

144 Meadusboro
Variance

Signature

K. Grenier



Planning
Community Development
Zoning
Conservation Commission
Historic District Commission

Planning & Development Department
City Hall - Second Floor
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Phone No. 978-828-3264

Name of applicant Kristen LeDuc, NB&C LLC, Agent for AT&T Wireless

Address 153 Northboro Road, Suite 19, Southborough MA 01772

(if same as applicant, write "same")

Owner of Property Concerned Matthew G. Scruton

(if same as applicant, write "same")

Address 67 Camelot Shore Drive, Farmington NH 03835

(if same as applicant, write "same")

Location of property 144 Meaderboro Road

Map No. 232 & 233

Lot No. 16-3

Zone Agriculture

The undersigned hereby requests a special exception as provided in

Article: 42 Section: 24.A of the Zoning Ordinance

Description of Property	<u>169'</u>	<u>227/301</u>	<u>443</u>
(give length of the lot lines)	Frontage	Sides	Rear

Proposed use or existing use affected Install a 140' Monopole for the placement of wireless antennas.

Signed Kristen LeDuc, Authorized Agent for AT&T Wireless

(Applicant)

Date _____

ANDERSON & KREIGER LLP

BRIAN S. GROSSMAN

bgrossman@andersonkreiger.com

T: 617-621-6582

F: 617-621-6682

March 19, 2014

Zoning Board of Adjustment
City of Rochester
31 Wakefield Street
Rochester, NH 03867

RE: Applicant: New Cingular Wireless PCS, LLC ("AT&T")
 Property Owner: Matthew G. Scruton
 Property: 144 Meaderboro Road, Rochester, New Hampshire
 Parcel ID 232-16-3 (the "Property")
 Petition: (1) Special Exception for a Wireless Communications Facility
 pursuant to Section 42.14(D)(4), Section 42.23(a)(1), and Section
 42.23(c)(27), of the Ordinance; and
 (2) Any other relief required within the jurisdiction of the Zoning
 Board of Adjustment (All relief is requested if and to the extent
 necessary, all rights reserved under the Federal
 Telecommunications Act of 1996 ("TCA") and otherwise).

Dear Board Members:

Pursuant to the applicable provisions of the City of Rochester Zoning Ordinance (the "Ordinance"), the New Hampshire Revised Statutes and the Federal Telecommunications Act of 1996, New Cingular Wireless PCS, LLC ("AT&T") hereby applies to the City of Rochester Zoning Board of Adjustment (the "Board") for the above-captioned zoning relief to construct, operate and maintain a Wireless Communication Facility (the "Facility") on property located at 144 Meaderboro Road, Rochester, New Hampshire (the "Property"). The Property is in the City's Agricultural District.

I. APPLICATION PACKAGE

Enclosed are the required fees for the application. In addition to the signed original letter, attached are the required copies of this letter and the following materials:

1. Completed Application to Board of Adjustment;
2. Abutters List;

3. Tax Map;
4. Letter of Authorization from Property Owner;
5. Redacted Lease;
6. The following plans prepared by NB+C Engineering Services, LLC (the "Plans"):

SHEET	TITLE
T-1	Title Sheet
Z-1	Site Plan
C-1	Compound Plan & Elevation
C-2	Construction Details & Notes
C-3	Generator Details
A-1	Antenna Mounting Plan & Details
A-2	Details
ES-1	Erosion & Sedimentation Control Plan & Details
ES-2	Erosion & Sedimentation Control Details
S-1	Abutters Plan
S-2	Existing Conditions

7. Radio Frequency ("RF") report including coverage maps and description of AT&T's existing facilities in the vicinity of the proposed Facility, coverage maps demonstrating the need for the facility and the coverage it will provide, and related information that more specifically addresses the Ordinance requirements and coverage analysis;
8. Alternatives Analysis submitted by Kristen LeDuc, Site Acquisition Specialist;
9. TOWAIR report;
10. Removal Agreement;
11. Copies of AT&T's FCC licenses; and
12. Copies of equipment brochures for AT&T's proposed equipment.

II. PROPOSED FACILITY DESIGN

AT&T has determined that significant coverage gaps exist in its network in Rochester, including along substantial portions of the Meaderboro Road, NH Route 202A, and the surrounding areas (collectively, the "Targeted Coverage Area"). These gaps also include areas along side roads proximate to Meaderboro Road and residential and business areas proximate thereto. The

purpose of the Facility is to address these coverage gaps, referred to hereinafter as the “Targeted Coverage Area.”

As shown on the enclosed plans, AT&T proposes to construct, operate and maintain a Wireless Communication Facility consisting principally of the following elements:¹

- 1) A 140’ high, multi-carrier monopole tower within a 50’ x 50’ fenced equipment compound;
- 2) Twelve (12) multi-band (700/850/1900/2100 MHz) panel antennas (four per sector) on an antenna platform mounted at a centerline elevation of 136’± above ground level on the monopole tower;
- 3) Twenty-seven (27) remote radio units (“RRUs”) (nine per sector);
- 4) Four (4) surge arrestors pipe-mounted below the antenna platform;
- 5) Two (2) fiber-optic trunks, eight (8) DC power trunks and 3 RET lines running from the antennas, down the monopole tower and across an ice bridge to AT&T’s radio and electronic equipment housed in a prefabricated 11'-5" x 16' equipment shelter located at the base of the monopole tower;
- 6) Up to three (3) GPS antennas;
- 7) A 50 kW diesel generator and related facilities on a concrete pad for back-up power in the event of an emergency;
- 8) Electric and telephone utilities and a meter bank within the fenced equipment compound, together with a pad-mounted transformer outside of the fenced compound;
- 9) A 6’ high chain link fence with three strands of barbed wire (for a total height of 7’); and
- 10) A 12’ wide access route (within a 25’ wide access easement) to the fenced equipment compound, with improvements where necessary.

The proposed monopole will accommodate the equipment of up to four (4) wireless carriers, including AT&T. AT&T will rent space to other interested carriers at prevailing market rents.

¹ AT&T reserves the right to change the manufacturer, make, model, type and operating characteristics of the antennas and any other equipment based on availability, price, performance and other considerations and in accordance with all applicable laws.

Accommodating co-location in this manner will help to minimize the number of new monopoles or other antenna support structures that may be needed in the City of Rochester.

The Facility will be an unmanned, passive use, will not generate any appreciable noise, dust or odors and will not adversely affect existing developed and natural environments around Rochester. The location of the Facility will mitigate adverse visual impacts. The Facility will enable users to access a state-of-the-art, fully digital system for voice communication, messaging, and data transmission and reception.

III. AT&T's NETWORK

AT&T is the premier wireless company in the United States, with more than 107.9 million subscribers who use the nation's fastest 4G network. AT&T is dedicated to providing customers with wireless technology designed to enrich their lives. AT&T continually raises its performance to meet and exceed customer expectations.

AT&T is licensed by the FCC to provide wireless communication services across the country and throughout New Hampshire, including the City of Rochester and surrounding communities. Wireless coverage is provided by the placement of a number of low power antenna sites within a given area. The sites are geographically spaced so that the coverage from each site overlaps with its neighboring sites. When a connection is established on a certain site, the wireless device monitors the signal from the serving site, as well as the signals of all of the adjacent sites. When the wireless device receives a stronger signal from an adjacent site, it requests a transfer from the site it is currently using to the stronger site. If there is seamless coverage provided by the carrier, the connection will transfer without interruption. If there is insufficient signal strength at the transfer point, the quality of the connection degrades and may ultimately be lost.

IV. FEDERAL TELECOMMUNICATIONS ACT OF 1996

AT&T's application is governed by the provisions of the Federal Telecommunications Act of 1996, which the United States Supreme Court has explained as follows:

Congress enacted the Telecommunications Act of 1996 (TCA) ... to promote competition and higher quality in American telecommunications services and to "encourage the rapid deployment of new telecommunications technologies." ... One of the means by which it sought to accomplish these goals was reduction of the impediments imposed by local governments upon the installation of facilities for wireless communications, such as antenna towers. To this end, the TCA amended the Communications Act of 1934 ... to include § 332(c)(7), which imposes specific limitations on the traditional authority of state and local governments to regulate the location, construction, and modification of such facilities ... 47 U.S.C. § 332(c)(7). Under this provision, local governments may not "unreasonably discriminate among providers of functionally equivalent services," § 332(c)(7)(B)(i)(I), take actions that "prohibit or have the effect of prohibiting the provision of personal wireless services," § 332(c)(7)(B)(i)(II), or limit the placement of wireless facilities "on the basis of the environmental effects of radio frequency emissions," § 332(c)(7)(B)(iv). They must act on requests for authorization to locate wireless

facilities “within a reasonable period of time,” § 332(c)(7)(B)(ii), and each decision denying such a request must “be in writing and supported by substantial evidence contained in a written record,” § 332(c)(7)(B)(iii).

City of Rancho Palos Verdes v. Abrams, 544 U.S. 113, 115-116 (2005) (citations omitted).

The TCA was intended to provide for a pro-competitive, deregulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies to all Americans. The Facility will help bring these advanced telecommunications and information technologies to Rochester and adjoining communities.

V. RELIEF REQUESTED

AT&T's proposed Facility satisfies the required findings for grant of the requested special exception as follows (Ordinance in **bold**):

A. The Facility Satisfies the Generally Applicable Criteria for a Special Exception as Set Forth in Section 42.23 of the Ordinance

The Facility satisfies the requirements of Section 42.23 of the Ordinance for the grant of a Special Exception as follows:

42.23 Special Exceptions.

(a) General Provisions

- (1) Certain uses, structures, or conditions are designated as Special Exceptions (E) in this ordinance. Upon application, the Board of Adjustment may, subject to the appropriate conditions and safeguards, grant a permit for these special exceptions and no others.**

Pursuant to Section 42.14(D)(4) and Section 42.23(c)(27) of the Ordinance, the proposed Facility is permitted by Special Exception from the Board.

- (2) Special exceptions, for which conformance to additional standards is required, may be permitted in their respective districts, subject to the satisfaction of the requirements and standards set forth in this Section 42.23, in addition to all other requirements of this ordinance. All such uses are hereby declared to possess such special characteristics that each shall be considered as an individual case.**

As set forth herein, AT&T's proposed Facility complies with the standards set forth in Section 42.23 of the Ordinance applicable to all applications for a Special Exception and with the applicable standards as set forth in Section 42.24A in connection with Wireless Communications Facilities.

- (3) The Board of Adjustment may require that a site plan for development for a proposed special exception be submitted showing the location of all buildings, parking areas, traffic access, open spaces, landscaping, and any other pertinent information that may be necessary to determine if the proposed special exception is in harmony with the intent of this ordinance.**

Please see the Plans submitted herewith depicting AT&T's proposed Facility.

- (b) Considerations Governing Granting Special Exceptions. In acting upon an application for a special exception, the Board of Adjustment shall take into consideration whether:**

- (1) The specific site is an appropriate location for the proposed use or structure;**

The Property is appropriate for the proposed Facility. The Facility is permitted by Special Exception within the Agricultural zoning district. As set forth in the Radio Frequency Report submitted herewith, the Property is uniquely situated to allow AT&T to address the significant gap in its wireless network coverage in the vicinity of the Property. Further, as set forth in the Alternatives Analysis, the Property is the only feasible location that will allow AT&T to address this significant gap in its wireless network.

The location of the proposed Facility utilizes the existing vegetation on and near the Property to help minimize any adverse visual impacts. The proposed use complies with the Bylaw to the extent reasonably feasible and will reduce the number of new structures ultimately needed to provide wireless communication services in the surrounding area by providing opportunities for co-location. The proposed Facility is an unmanned and passive in nature and will involve no overcrowding of land or undue concentration of population. In addition, the proposed Facility will involve no adverse effects on drainage, schools, parks, open space, or other public requirements.

- (2) The proposal is detrimental, injurious, obnoxious, or offensive to the neighborhood;**

The proposed Facility is not detrimental, injurious, obnoxious or offensive to the neighborhood. The proposed Facility is unmanned and passive in nature. The Facility will only be visited one to two times per month by authorized personnel in an SUV-sized vehicle; therefore it will have no material impact on traffic near the Property. The Facility will not generate any excessive noise, heat, smoke, glare, effluent, odor or pollution. Further, the Facility will

benefit the neighborhood by providing enhanced wireless communications services to the residents, visitors and businesses in the vicinity of the Property.

(3) There will be undue nuisance or serious hazard to pedestrian or vehicular traffic, including the location and design of access ways and off-street parking;

The proposed Facility is unmanned and passive in nature. The Facility will only be visited one to two times per month by authorized personnel in an SUV-sized vehicle; therefore it will have no material impact on traffic near the Property. As depicted on the Plans, a gravel access road will be constructed to allow vehicular access to the Facility. Further, one turnaround area/parking space will be located near the proposed Facility for use by authorized personnel. As a result, the proposed Facility will not have any material impact on pedestrian or vehicular traffic and safety on or near the Property.

(4) Adequate and appropriate facilities and utilities will be provided to insure the proper operation of the proposed use or structure; and

Adequate and appropriate utilities are available to serve the Facility on or near the Property. As depicted on the Plans, electric and telephone utilities necessary for the Facility will be installed from the existing utilities on Meaderboro Road and run to the Facility. The Facility is unmanned and does not require water or sewer services, nor does it generate any trash or rubbish or otherwise require services for their removal.

(5) The proposed use or structure is consistent with the spirit of this ordinance and the intent of the Master Plan.

The proposed Facility is consistent with the spirit of the Ordinance and the intent of the Master Plan. The proposed Facility will increase the amenities available within the City by providing enhanced wireless communications service to residents, visitors, and businesses in Rochester for personal, business and emergency purposes. By providing for increased availability of wireless communications services during emergencies, the proposed Facility will promote the health, safety and general welfare of the community, and will lessen the danger from fires or other natural disasters.

The unmanned Facility will not contribute to the overcrowding of land. In addition, it does not require any water or sewer services, nor will it increase the burden on other municipal services such as police, fire or schools. Therefore, the proposed Facility is consistent with the spirit of the Ordinance and Master Plan.

B. The Facility Satisfies the Criteria for a Special Exception for a Wireless Communications Facility as Set Forth in Section 42.24A of the Ordinance

The Facility satisfies the requirements of Section 42.24A of the Ordinance for the grant of a Special Exception for a Wireless Communications Facility as follows:

42.24 A. Wireless Communications Facilities

- a) Commercial Facilities.** Any plan to install wireless facilities for the commercial transmission or reception of telecommunications shall be subject to the specific requirements detailed herein and elsewhere in the Zoning Ordinance and Site Plan Regulations. Commercial wireless communications facilities that were approved and constructed prior to the effective date of this amendment are subject to Section 8 and 9 below. Commercial wireless communications facilities shall not be considered accessory uses. (See 42.24A(b) for standards applicable to noncommercial facilities.)

As set forth herein and within the Site Plan application to be submitted to the Planning Board, AT&T's proposed Facility complies with the applicable requirements set forth in the Ordinance and Site Plan Regulations.

- (1) Co-Location** All commercial wireless communication facilities erected or located within the municipality shall comply with the following:

A proposal for a new wireless communications facility may only be approved subsequent to a determination to be made by: (a) the Zoning Board of Adjustment, as part of a consideration for a special exception, in zoning districts where a WCF is permitted by special exception (See Special Exceptions) in this chapter or (b) the Planning Board as part of the site plan review process, in zoning districts where a wireless is permitted by right - that the telecommunications equipment planned for the proposed site cannot be accommodated on any existing or approved antenna support structure in the City of Rochester or on any prospective alternative tower structure in the City of Rochester for one of the following reasons:

- (A) The planned equipment would exceed the structural capacity of the existing or approved antenna support structures, as documented by a qualified professional engineer, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.**

- (B) The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the antenna support structure as documented by a qualified professional engineer and the interference cannot be prevented at a reasonable cost.**
- (C) Existing or approved antenna support structure within the required radius cannot accommodate the planned equipment at the necessary height as documented by a qualified professional engineer.**
- (D) Any other substantial reason that precludes the co-location. The burden of proof is upon the applicant to demonstrate that all reasonable alternatives to the erection of a new structure have been fully explored.**

As set forth in the RF Report and Alternatives Analysis submitted herewith, there are no existing or approved antenna support structures, towers, or other structures located in the area within which AT&T has identified this significant gap in its wireless coverage network. As a result, the proposed Facility, including the proposed monopole, is necessary in order to address AT&T's significant gap in coverage.

- (2) Design. Facilities shall be designed to blend into the environment through the use of color and camouflaging architectural treatment (unless otherwise dictated by the FAA or other government authority).**

The proposed Facility has been designed to blend into the environment to the extent feasible. The proposed Facility has been located on the Property to minimize its visibility. The proposed location uses the existing vegetation on and near the Property in order to screen it from view to the extent feasible. In addition, the proposed monopole will be a non-reflective galvanized steel gray. Further, as demonstrated by the TOWAIR report included herewith, the proposed Facility will not be a hazard to air navigation nor will it require FAA marking or lighting.

- (3) Height. The maximum permitted height from grade is as follows:**

- (A) 60 feet if the structure is designed to accommodate only one service provider.**
- (B) 100 feet if the structure is designed to accommodate two service providers.**

(C) 140 feet if the structure is designed to accommodate three service providers.

(D) 180 feet if the structure is designed to accommodate four or more service providers.

AT&T's proposed Facility complies with the height requirements of this provision of the Ordinance. AT&T's proposed Facility, including the proposed 140 foot monopole, will accommodate at least four service providers.

(4) Accessory Utility Structures All utility structures accessory to a tower shall also be designed to blend in with the environment and shall meet the minimum setback requirements of the zoning district. Ground mounted equipment shall be screened from view by suitable vegetation or by any other screening method which blends with the architectural character of neighborhood.

As depicted on the Plans, AT&T's proposed equipment shelter and accessory utilities will be screened from view by the existing vegetation on and near the Property. Further, AT&T's proposed Facility is located at least 25 feet from the nearest side and rear lot lines. Therefore, the proposed Facility complies with all applicable setback requirements within the Agricultural zoning district.

(5) Lighting. Antennas and support structures shall not be illuminated and shall not display strobe lights unless specifically required by the FAA or another governmental authority. Where lighting is required by the FAA other options (including but not limited to reducing the height of the support structure) to the extent practicable shall be explored which would remove said requirement for lighting.

As demonstrated by the TOWAIR report included herewith, the proposed Facility will not be a hazard to air navigation nor will it require FAA marking or lighting.

(6) Temporary Wireless Communications Facilities. Any facility designed for temporary use (as defined in 42.6), is subject to the following:

(A) Use of a temporary facility is allowed if the owner has received a use permit from the Rochester Code Enforcement.

(B) Temporary wireless facilities are permitted for use not to exceed 30 days during construction of permanent facilities or 10 days during a special event.

(C) The maximum permitted height of a temporary wireless facility is 50 above grade.

(D) Temporary facilities are subject to all applicable portions of Ordinances.

The above provisions of the Ordinance concerning temporary wireless communications facilities are not applicable to AT&T's proposed Facility.

(7) Interference with Public Safety Telecommunications. No new or existing telecommunications service shall interfere with public safety telecommunications. All applications for new service shall be accompanied by an intermodulation study which provides a technical evaluation of existing and proposed transmissions and indicates all potential interference problems. Telecommunications providers shall notify the Police and Fire Departments at least ten calendar days in prior to placing new services on line to give those Departments an opportunity to monitor interference levels during the testing process.

As set forth in AT&T's Radio Frequency Report, AT&T's proposed Facility will not interfere with public safety communications.²

(8) Declaration of Continuing Operation. The owner of a wireless facility, with written authorization from the property owner, shall file annually a declaration with the Planning Department as to the continuing operation of every facility installed subject to these regulations. Failure to do so may be construed to mean that the facility is no longer in use and considered abandoned, thus subject to the provisions of (9), below.

AT&T will comply with this provision of the Ordinance to the extent lawful and applicable and otherwise reserves its rights.

² To the extent that the Ordinance seeks to regulate interference from personal wireless services facilities, it is preempted by federal law. *See, e.g. Freeman v. Burlington Broadcasters, Inc.*, 204 F.3d 311 (2d Cir. 2000); *Southwestern Bell Wireless, Inc. v. Johnson County Board of County Commissioners*, 199 F.3d 1185 (10th Cir. 1999); *Cellular Phone Task Force v. Federal Communications Commission*, 205 F.3d 82, 88 (2nd Cir. 2000). *In re Cingular Wireless, L.L.C.*, FCC Docket No. 02-100 (July 7, 2003), the FCC held that federal law preempts a local government's attempt to regulate radio frequency interference ("RFI") with local public safety communications systems. In sweeping language, the FCC indicated that local zoning provisions having the "intent and effect ... to regulate the operations - not the placement, construction and modification - of licensed facilities" are preempted because they focus on "radio frequency regulation rather than local land use concerns" (at page 10-11). Nor are preempted local regulations saved by the claim that the local government is attempting to "assure itself that a carrier is complying with FCC standards" where the regulation is "effectively regulating federally licensed operation" as opposed to "traditional zoning regulation of the physical facility" (at page 11). Accordingly, federal law preempts any and all provisions of the Ordinance or conditions imposed within an approval affecting the operations of the FCC-licensed facility.

(9) Abandoned or Unused Wireless Communications Facilities.

Abandoned or unused antennas and structures shall be removed as follows:

- (A) An agreement between the facility owner (and successors in interest), property owner (and successors in interest), and the City of Rochester which incorporates the provisions (B) through (E) of this section shall be submitted at the time of application.**
- (B) A copy of the relevant portions of a signed lease (except in cases where the land is structure, and associated facilities upon cessation of operations at the site shall be submitted at the time of the application.**
- (C) All abandoned wireless communications facilities shall be removed within 180 days of the cessation of operations at the site unless a time extension is approved by the Planning Department.**
- (D) Unused portions of support structures above a manufactured connection shall be removed within 180 days of the time of antenna relocation. The replacement of portions of a support structure previously removed will require a new approval.**
- (E) In the event that these elements are not removed within 180 days of the cessation of operations at a site, the City of Rochester (in addition to other remedies) may remove the antenna, structure, and associated facilities and assess the cost of removal against the property or if the City must enforce the agreement required by (A) through legal measures, the landowner and facility owner shall reimburse the City for legal costs.**

In accordance with this provision of the Ordinance, AT&T has submitted herewith a redacted copy of its lease for the Property. Further, as a condition of approval, AT&T will agree to reasonable conditions concerning the removal of its Facility in the event of the cessation of operations.

(10) Signs and Advertising. No portion of an antenna or support structure may be used for signs or advertising other than warning or equipment information signs, as appropriate.

AT&T's proposed Facility complies with this provision of the Ordinance. AT&T's proposed Facility does not include any advertising and only includes

signage identifying AT&T as the owner of the site, site identification information, and contact information. In addition, the only other signage at the Facility is signage required by the FCC or other lawfully applicable regulations.

- (11) Independent Evaluation. The City, as its option, may require, at the expense of the applicant, an independent evaluation of any wireless communications facility proposal, by a qualified licensed professional engineer selected by the City.**

AT&T will pay for any reasonable and lawful fees associated with a qualified outside consultant's review of the RF Report and related materials to be provided. AT&T requests the Board notify AT&T of potential candidates for consultation in this regard, if it determines such review is necessary, and otherwise reserves its rights.

- b) Non-Commercial Wireless Facilities. Non-commercial wireless communications facilities (including television antennas and amateur radio antennas) are exempt from review and approved that:**

- (1) These facilities shall not be illuminated and shall not contain any advertising signage.**
- (2) Freestanding structures must be located behind the primary rear building façade and in conformance with all side and rear setback requirements or otherwise located and designed so as to be unobtrusive from the street or other public rights-of-way.**
- (3) Free standing structures may not exceed 49 feet in height and building mounted structures may not be higher than 20 feet above the ridge of the roof unless the applicant demonstrates to the reasonable satisfaction of the Planning Department that such height is necessary for the intended amateur radio communications (for reference see the Federal Communications Commission's preemptive ruling PRB1 regarding amateur radio antennas.**

These provisions of the Ordinance are not applicable to AT&T's Facility. AT&T is not proposing a non-commercial wireless facility.

- c) Commercial Wireless Facilities Performance Criteria. Height regulations, setback distances, types of new facility applications shall be as prescribed in Table 3. See attached "APPENDIX C."**

Pursuant to Appendix C, no additional height regulations, setback distances, are required for the proposed Facility located within the Agricultural zoning district.

VI. CONCLUSION

AT&T respectfully requests the Board to grant the requested variance and any other zoning relief required for the proposed Facility. AT&T respectfully requests that the Board schedule this application for a public hearing at its next meeting for which proper notice can be given.

If I can provide any further information regarding this application, please let me know.

Sincerely,



Brian S. Grossman

Enclosures

cc: Richard Feeley (by email w/encl.)
Kristen LeDuc (by email w/encl.)
Stephen D. Anderson (by email w/encl.)

ABUTTER LIST

City of Rochester, NH
Please Print or Type

Applicant: Kristen LeDuc, Agent AT & T

Phone: 978-828-3264

Project Address:

144 Meaderboro Rd.

List the names and addresses of all parties below. For abutting lot owners, list each owner whose lot adjoins or is directly across the street or a body of water from the subject property. This form may not be completed more than five (5) days prior to submitting the application.

LEGAL OWNER OF SUBJECT LOT

Map	Lot	Zone	Owner Name	Mailing Address
232	163	A	Matthew G. Scruton	67 Camelot Shore Dr. Farmington

ABUTTING LOT OWNERS

Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
232	16	Michael Clauss	142 Meaderboro Rd. Rochester
232	16-1	Matthew G. Scruton	67 Camelot Shore Dr. Farmington
232	16-2	Andrea Nicholas Pellman	136 Meaderboro, Rochester
232	17	Society of Friends Quaker	148 Gzar Rd. Rochester NH
232	13	Pauline Scruton Trust	118 Meaderboro Rd Farmington NH 03835
232	14	Kimball Cemetery	31 Wakefield St. Rochester NH
232	15	Pauline Scruton Trust	118 Meaderboro Rd. Rochester NH
219	3	Kurt Olson	103 Rainbow Dr. #384, Livingston TX 77399
219	1	John Scruton	10 Meaderboro Rd. Farmington
232	2	Eleanor Littlefield	24 Adams Ave., Rochester

PROFESSIONALS AND EASEMENT HOLDERS. Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES.

Name of Professional or Easement Holder	Mailing Address
Krupakaran Kolandaivelu, PE	1777 Sentry Parkway West, Dublin Hall, Suite 210 Blue Bell, PA 19422

I, the undersigned, acknowledge that it is the responsibility of the applicant or his/her agent to fill out this form. I understand that any error or omission could affect the validity of any approval. The names and address listed on this form were obtained from the City of Rochester Assessing Office computer - Assess (located in the Revenue Bldg at 19 Wakefield Street)

Date: 2/26/14, This is page 1 of 2 pages.

Agent: Kristen LeDuc, Agent

Planning Staff Verification:

Michelle Meas Date: 2/26/14

ABUTTER LISTCity of Rochester, NH
Please Print or Type

FEB 25 2014

Applicant: Kristen LeDuc, Agent AT & T Phone: 978-828-3264Project Address: 144 Meaderboro Rd.

List the names and addresses of all parties below. For abutting lot owners, list each owner whose lot adjoins or is directly across the street or a body of water from the subject property. This form may not be completed more than five (5) days prior to submitting the application.

LEGAL OWNER OF SUBJECT LOT

Map	Lot	Zone	Owner Name	Mailing Address
232	163	A	Matthew G. Scruton	67 Camelot Shore Dr. Farming

ABUTTING LOT OWNERS

Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
233	3	Paula Spencer	49 Sheepboro Rd. Rochester NH
234	33	Norman Vetter Trust	PO Box 181 Rochester NH

PROFESSIONALS AND EASEMENT HOLDERS. Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES.

Name of Professional or Easement Holder**Mailing Address**

I, the undersigned, acknowledge that it is the responsibility of the applicant or his/her agent to fill out this form. I understand that any error or omission could affect the validity of any approval. The names and address listed on this form were obtained from the City of Rochester Planning Department - GIS program

On this date: 2/26/14, This is page 2 of 2 pages.Applicant or Agent: Kristen LeDuc, AgentPlanning Staff Verification: Michelle Means Date: 2/26/14

AT&T - 144 Meaderboro Road, Rochester NH –Cities within 20 Mile Radius

Town of Farmington NH – 4.5 miles
356 Main Street
Farmington NH 03835

Town of Strafford NH - 6.25 miles
12 Mountain View Drive
Strafford, NH 03884

Town of Barrington NH – 7 miles
P.O. Box 660
333 Calef Highway (Rte. 125)
Barrington, NH 03825

Town of New Durham NH - 9.85 miles
4 Main Street
P.O. Box 207
New Durham, NH 03855

Town of Barnstead NH - 10 miles
108 South Barnstead Road
PO Box 11
Center Barnstead, NH 03225

Town of Northwood NH – 10 miles
818 First NH Turnpike
Northwood, NH 03261

City of Somersworth NH – 10 miles
One Government Center
Somersworth, NH 03878

Town of Middleton NH – 10.75 miles
182 Kings Highway
Middleton, NH 03887

City of Lebanon NH – 11.5 miles
51 North Park Street
Lebanon, NH 03766

Town of Alton NH – 12.35 miles
1 Monument Square
Alton, NH 03809

Dover NH – 12.5 miles

Rollingsford NH – 13.35 miles

Pittsfield NH – 13.50 miles

Nottingham NH – 13.50 miles

Durham NH – 13.60 miles

North Berwick ME – 16 miles

Epson NH – 16 miles

Sanford ME – 16.25 miles

Eliot ME - 16.75 miles

Wakefield NH – 16.85 miles

Acton ME - 17 miles

Shapleigh ME – 18.67 miles

Epping NH – 19 miles

Wolfeboro NH – 20 miles

Gilmanton NH – 20 miles

Allenstown NH – 20 miles

Raymond NH – 20 miles

Portsmouth NH – 20 miles



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID
FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE
PLANE COORDINATE SYSTEM.

PHOTOGRAPHY DATE: APRIL 28, 1990


COMPLETION DATE: JUNE 30, 1992




PRODUCED IN 1992 BY

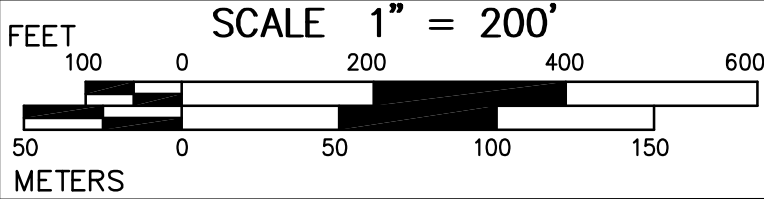


11 PLEASANT STREET, LITTLETON, NH 0356
800.322.4540 - WWW.CAI-TECH.COM

LEGEND

AREA SURVEYED Ac
AREA CALCULATED AcC
RECORD DIMENSION 100'
SCALED DIMENSION 100'S
MATCH LINE ← M.L. →
WATER 

EXEMPT PROPERTY. (E)
 SUBDIVISION LOT NO. (2)
 BUILDING. 
 RIGHT OF WAY. = R/W =
 COMMON OWNERSHIP. 
 WETLANDS. 



REVISED TO : APRIL 1, 2013

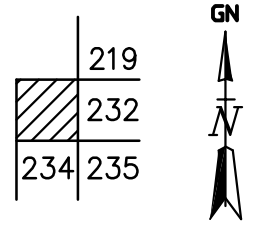
PROPERTY MAPS

ROCHESTER

NEW HAMPSHIRE

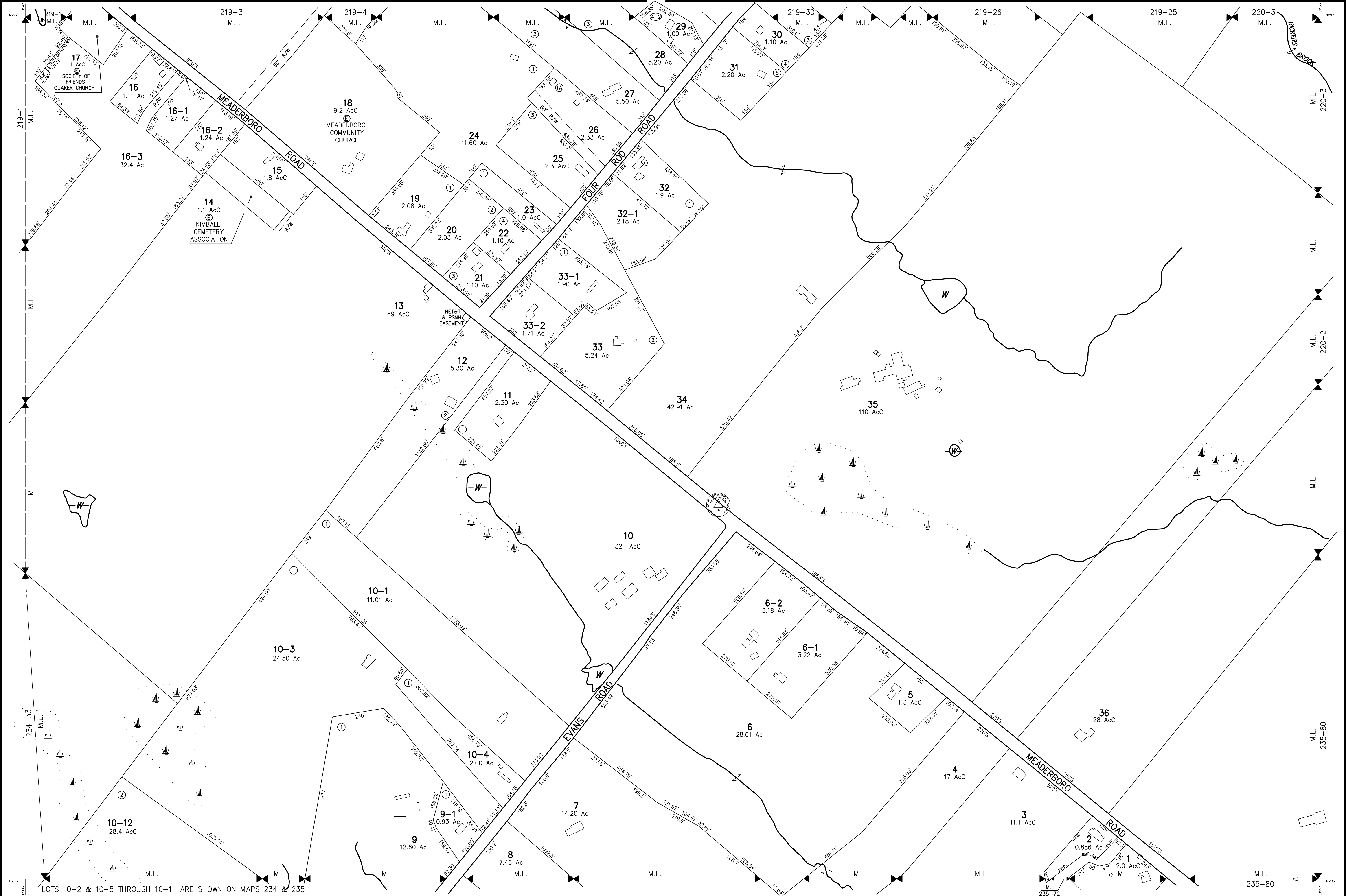
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DIAGRAM



MAP NO.

233



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.

PHOTOGRAPHY DATE: APRIL 28, 1990

COMPLETION DATE: JUNE 30, 1992

PRODUCED IN 1992 BY

CAI Technologies
Precision Mapping. Geospatial Solutions.

11 PLEASANT STREET, LITTLETON, NH 03561
800.322.4540 - WWW.CAI-TECH.COM

AREA SURVEYED	.....	Ac
AREA CALCULATED	.....	AcC
RECORD DIMENSION	.....	100'
SCALED DIMENSION	.....	100'S
MATCH LINE	.....	M.L.
WATER	.....	W

LEGEND

EXEMPT PROPERTY.....

SUBDIVISION LOT NO.....

BUILDING.....

RIGHT OF WAY.....

COMMON OWNERSHIP.....

WETLANDS.....

FEET 100 0 200 400 600

SCALE 1" = 200'

METERS 50 0 50 100 150

REVISED TO : APRIL 1, 2013

PROPERTY MAPS

ROCHESTER

NEW HAMPSHIRE

INDEX DIAGRAM

219 220

233 231

234 235 236

MAP NO.

232

December 18, 2013

Matthew G. Scruton
144 Meaderboro Road
Rochester, NH 03867

RE: Letter of Authorization for 144 Meaderboro Road, Rochester NH

To Whom It May Concern:

As owner of record for the property located at 144 Meaderboro Road, Rochester NH, herby authorizes New Cingular Wireless PCS, LLC also known as AT&T Wireless and Network Building & Consultants and their agents to file applications and appeals concerning the wireless communications facilities located at 144 Meaderboro Road, in order to obtain the necessary permits to install wireless communication antennas and related equipment on this property.

Matthew G. Scruton
144 Meaderboro Road

By: Matthew G. Scruton 12/18/13
Its: Owner

(a copy of this letter shall have the same effect as an original)

Market: New England
Cell Site Number: NH4125
Cell Site Name: 144 Meaderboro Road
Fixed Asset Number: 12676435

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Matthew G. Scruton, a single person, having a mailing address of 67 Camelot Shore Drive, Farmington, NH 03835 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 144 Meaderboro Road, Rochester in the County of Strafford, State of New Hampshire (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property being described as a70' by 70' parcel including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility.
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to, emergency 911 communication services. In the event Tenant requires an additional portion of the Property in conjunction with any of the above mandates, Landlord agrees to reasonably negotiate an amendment to the Agreement for the use of the additional portion (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to

secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

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

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) The Initial Term and any Extension Terms are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

(c) Upon full execution on or before December 20, 2013, Tenant shall provide Landlord with a one-time signing bonus in the amount of [REDACTED]. Upon payment of said bonus, Tenant shall be released from any further obligation regarding any subsequent signing bonus.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent, which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

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

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

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Tenant shall perform all tests and studies in a professional and workmanlike manner, shall restore the Premises to its original condition within five (5) business days after completion of the test or study, reasonable wear and tear and casualty or other causes beyond Tenant's control excepted.

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

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain through no fault of Tenant, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

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

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 12(d) Environmental, 19 Condemnation or 20 Casualty.

7. INSURANCE.

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

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

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

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

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

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it

seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

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

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

(c) Landlord and Tenant each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises to the extent such loss or damage is covered by proceeds received from insurance. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers and employees of Landlord and Tenant. Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy described in Section 7 of this Agreement, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

8. FORCE MAJEURE. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

9. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

10. INDEMNIFICATION.

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

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

11. WARRANTIES.

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

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

12. ENVIRONMENTAL.

(a) Landlord represents and warrants to the best of Landlord's knowledge after reasonable investigation, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Landlord and Tenant will not, and will not permit any third party to use, generate, store, transport or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws. Tenant may use and store certain Hazardous Materials on the Premises in type and quantity generally used in the communications industry and as necessary for Tenant's Permitted Use. The term "Hazardous Materials" shall be defined as: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or

administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 12(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

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

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable non-exclusive easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Within ninety (90) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two (2) feet below grade. Notwithstanding the foregoing, Tenant

will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

15. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises and access thereto to the extent necessary for Tenant's use, in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord agrees to allow Tenant the right to bring in a temporary source of power in the event of an interruption in electrical service.

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

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 13 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 9 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

17. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign or sublease this Agreement and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

18. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid,

to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: S4125; Cell Site Name: 144 Meaderboro Road (NH)
Fixed Asset No.: 12676435
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: S4125; Cell Site Name: 144 Meaderboro Road (NH)
Fixed Asset No.: 12676436
208 Akard Street
Dallas, TX 75202-4206

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

If to Landlord: Matthew G. Scruton
67 Camelot Shore Drive,
Farmington, NH 03835

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

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the

Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

22. TAXES.

(a) Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Communication Facility or improvements, only for so long as this Agreement has not expired of its own terms or is not terminated by either party. Such payment shall be due and payable within sixty (60) days after receipt of satisfactory documentation showing a calculation of Tenant's share of such real estate taxes and payment of the real estate taxes by Landlord. Tenant shall have the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

(b) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 18 and, in addition, a copy of any such notices shall be sent to the following address.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #S4125; Cell Site Name: 144 Meaderboro Road(NH)
Fixed Asset No: 12676435
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

23. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, or all or any part of the Property or Surrounding

Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within fifteen (15) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. New deed to Property
- ii. Bill of Sale or Transfer
- iii. New IRS Form W-9
- iv. Full contact information for new Landlord including phone number(s)

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

25. REVENUE SHARE. In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator ("**Collocator**"), Tenant shall remit twenty-five percent (25%) of the rent or license fees collected by Tenant from such Collocator (the "**Collocator Rent**") to Landlord (the "**Landlord's Revenue Share**"). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant's sole discretion. In calculating the amount of Landlord's Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord's Revenue share may or may not be paid directly by any Collocator to Landlord. In the event that Landlord's Revenue Share is paid by said Collocator and passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark-up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

26. MISCELLANEOUS.

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in

the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Within ninety (90) days after termination of this Agreement, Tenant at its sole cost and expense, shall remove the Memorandum of Lease from all governmental records. Tenant shall send proof of such removal to Landlord.

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

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

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

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

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

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

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

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

by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

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

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

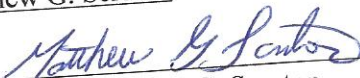
(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Matthew G. Scruton

By: 

Print Name: Mathew G. Scruton

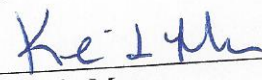
Its: owner

Date: 12/18/2013

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Kevin Mason

Its: Area Manager - Construction &
Engineering

Date: 12-19-2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

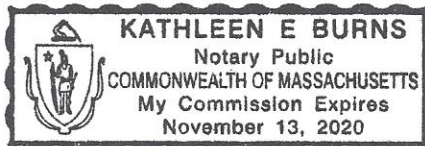
TENANT ACKNOWLEDGMENT

State of Massachusetts

County of Middlesex

This instrument was acknowledged before me on December 19, 2013 (date) by
Kevin L. Mason Area Manager (name(s) of person(s)) as
(type of authority, e.g., officer, trustee, etc.) of AT&T Mobility Corporation,
manager of New Cingular Wireless PCS, LLC.

(Signature of notarial officer)
(Seal, if any)



Title (and Rank)
[My commission expires: _____]

LANDLORD ACKNOWLEDGMENT

State of New Hampshire

County of Dorchester

This instrument was acknowledged before me on Dec. 18, 2013 (date) by
Matthew G. Scruton, NH DL (name(s) of person(s)).

(Signature of notarial officer)
(Seal, if any)

JEFF BALLANTYNE

Notary Public, New Hampshire

My Commission Expires January 27, 2015

Title (and Rank)
[My commission expires: _____]



EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

to the Land Lease Agreement dated December 19, 2013, by and between Matthew G. Scruton, a single person, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Property is described and/or depicted as a 4,900 square foot portion of the following described real estate:

A certain tract of land with the buildings thereon, situate in Rochester, in the County of Strafford and State of New Hampshire, on the westerly side of the road leading from Meaderboro Corner to Merrill's Corner, and bounded and described as follows, to wit:

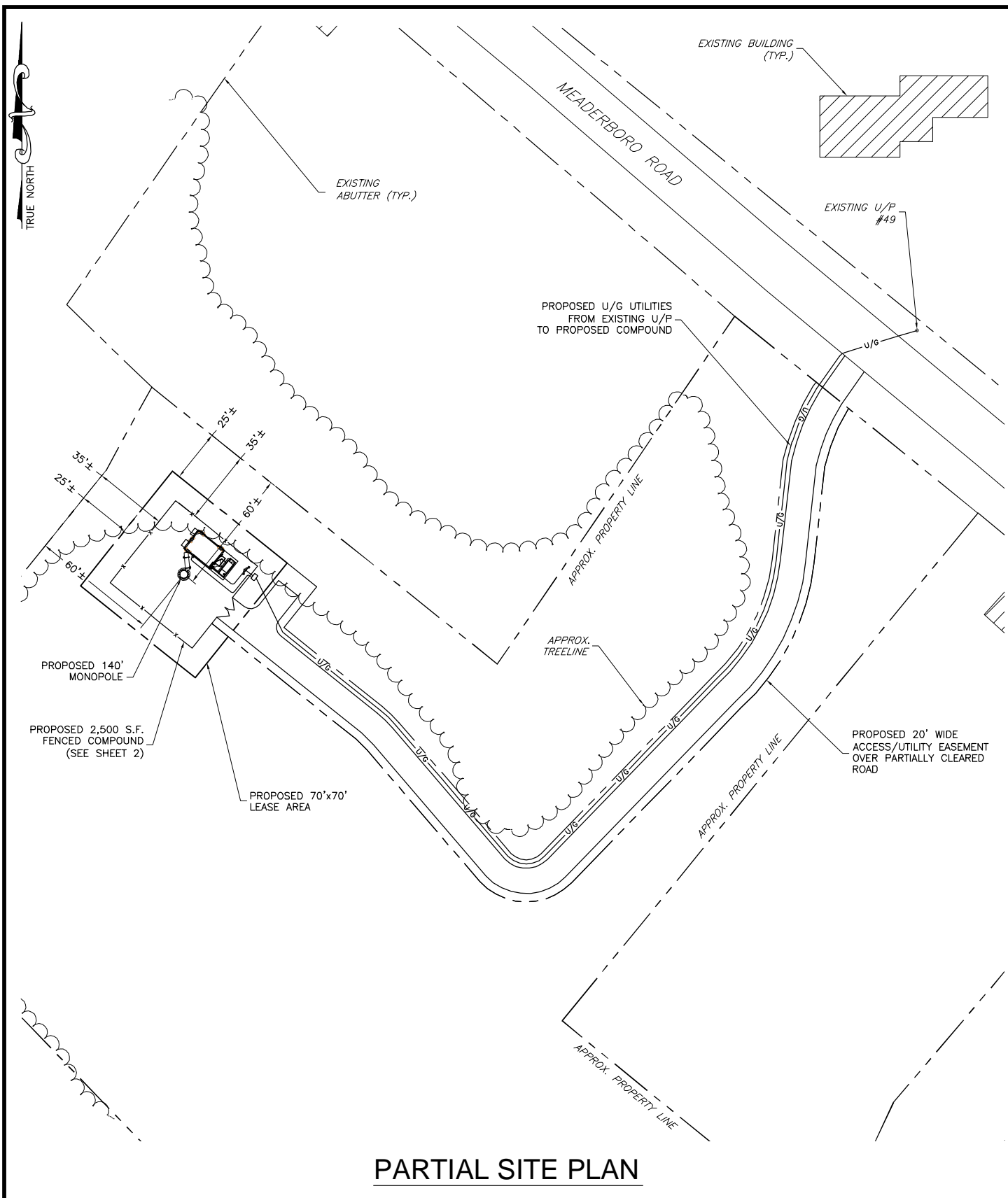
Bound northeasterly by said road; northerly by the Friends Burying Grounds, and lands now or formerly of George F. Varney and of the George E. Meader Estate, now or formerly; southwesterly by land formerly owned by William Jenness; southeasterly by land formerly owned by William Jenness and by land now or formerly of Clara Durgin Pinkham.

The Premises are described and/or depicted as follows:

Please see the following exhibits, consisting of three (3) pages, last revision date December 16, 2013, prepared by NB+C Engineering Services, Inc.

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 2 of 5



PARTIAL SITE PLAN

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
DUBLIN HALL, SUITE 210
BLUE BELL, PA 19422
(267) 460-0122

SR# NH4125
144 MEADERBORO ROAD
144 MEADERBORO ROAD
ROCHESTER, NH 03867

SUBMITTALS

PRELIMINARY	10/16/13
REVISED	12/16/13

SHEET 1 OF 3

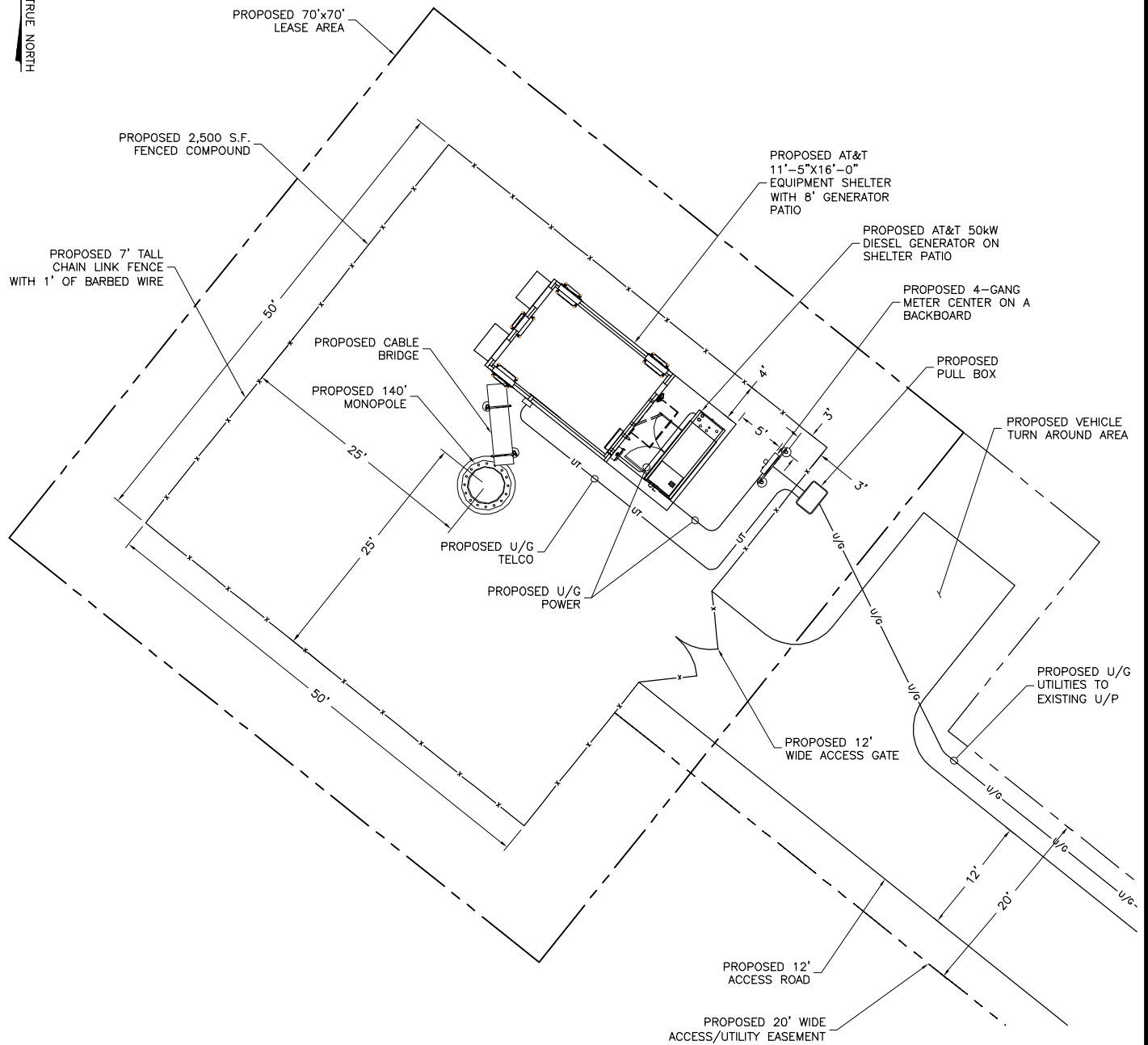


at&t
mobility corp.

550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 3 of 5



COMPOUND PLAN



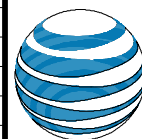
NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
DUBLIN HALL, SUITE 210
BLUE BELL, PA 19422
(267) 460-0122

SR# NH4125
144 MEADERBORO ROAD
144 MEADERBORO ROAD
ROCHESTER, NH 03867

SUBMITTALS

PRELIMINARY	10/16/13
REVISED	12/16/13

SHEET 2 OF 3

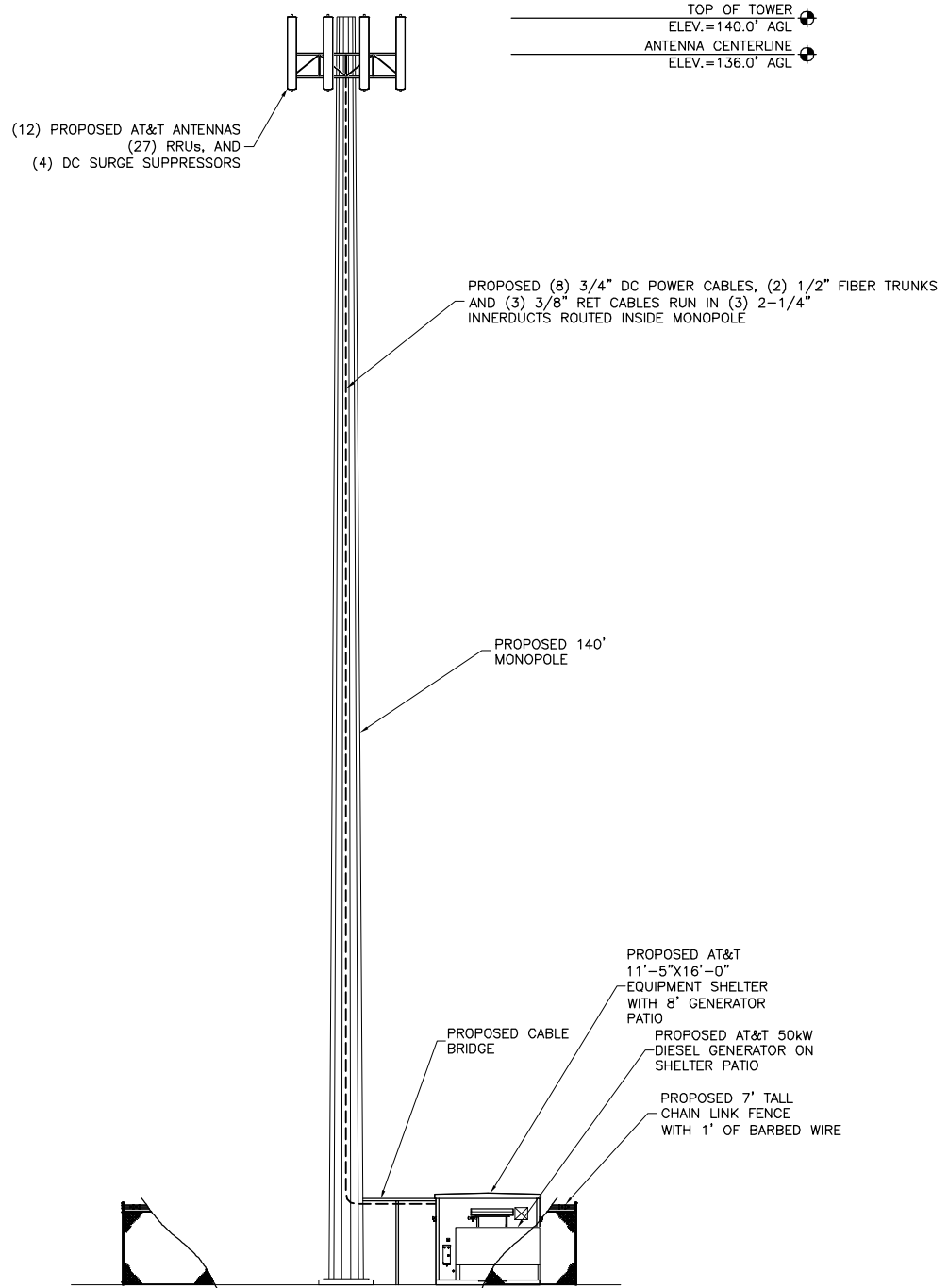


at&t
mobility corp.

550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 4 of 5



ELEVATION

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
DUBLIN HALL, SUITE 210
BLUE BELL, PA 19422
(267) 460-0122

SR# NH4125
144 MEADERBORO ROAD
144 MEADERBORO ROAD
ROCHESTER, NH 03867

SUBMITTALS

PRELIMINARY	10/16/13
REVISED	12/16/13

SHEET 3 OF 3



at&t
mobility corp.

550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

EXHIBIT 1
DESCRIPTION OF PREMISES

Page 5 of 5

Notes:

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