

November 17, 2018

Via Delivery in Hand

Zoning Board of Appeals
Town of Worthington
c/o Town Clerk
160 Huntington Road
Worthington, MA 01098

**RE: Application for Variance
TowerNorth Development, LLC
Old North Road
Map 406 Lot 9**

Dear Madame Clerk:

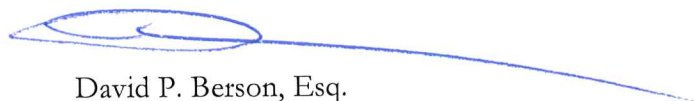
Please accept this packet as formal Application for a Variance from Section XI.E.2 and Section XI.E.1.a, pursuant to Section VIII.C.3, relative to Old North Road (Route 143), Worthington, to allow the applicant to exceed the permitted height under the Worthington Zoning Bylaws for a Wireless Communications Facility as well as the minimum side yard setback requirement.

Enclosed you will find:

1. Variance Application Form;
2. Application Fee;
3. Project Narrative;
 - i. Option and Ground Lease;
 - ii. Owner's Deed;
 - iii. 2011 Special Permit;
 - iv. FirstNet Informational Packet
 - v. Permitting Plan Set;
4. Abutters List.

Please place this item on the next available, appropriately noticed, hearing date with the Zoning Board of Appeals. Please do not hesitate to contact me if you have any questions or concerns. Thank you for your time and attention in this matter.

Sincerely,



David P. Berson, Esq.

**TOWN OF WORTHINGTON, MASSACHUSETTS
BOARD OF APPEALS**

PETITION TO BOARD OF APPEALS

Petitioner(s) TowerNorth Development, LLC Address c/o Centerline Communications, LLC
750 W. Center Street, Suite 301, West Bridgewater, MA 02379

The petitioner is the (~~owner~~, lessee, ~~tenant~~) in possession, has a written contract to ~~purchase or lease~~ the premises affected by this petition. (*Cross out inapplicable words, not applicable to petitions for review*). If petitioner is not owner please list owner and address. Owner: Charles E. Amo d/b/a Choice Builders and Modular Housing.

Petition is hereby made for a { Permit under the provisions
Variation from the requirements of
Review of a decision of the Building Inspector under

Section XI paragraph E(2) & E(1)(a) of Worthington By-Laws. Pursuant to Section VIII.C.3.

The Premises affected are situated on the North South East West X side of
Old North Road Street, ~820 feet distant from the corner of Dingle Road and Old North Road Street
and are known as No Street. Map: 406 Lot: 9

DESCRIPTION OF PROPOSED/ EXISTING BUILDING

1. Size of building front feet deep.
Height stories: 170 feet
2. Occupancy or use: (of each floor) Wireless Communication Facility
4. Date of erection (only if already existing)
5. Has there been a previous petition concerning the affected premises? Yes.
6. Description of proposed work and/or use:
Please See Attached Narrative.

7. The reasons upon which I base my petition are as follows:
Please See Attached Narrative.

11/17/18 Date David P. Berson, Esq. Signature of owner or agent -David P. Berson, Esq. - Attorney for Applicant

PROJECT NARRATIVE

TOWERNORTH DEVELOPMENT, LLC

OLD NORTH ROAD, WORTHINGTON, MASSACHUSETTS

OVERVIEW

The Applicant, TowerNorth Development, LLC, is the potential lessee of the property located off of Old North Road, Worthington, MA, also known as Assessors Map 406, Lot 9 (the "Premises"); attached Option and Ground Lease included herein as Exhibit 1. The Premises is owned by Charles E. Amo d/b/a Choice Builders and Modular Housing as evidenced by that certain deed dated March 27, 2010 recorded in the Hampshire County Registry of Deeds at Book 10140, Page 259, attached and made a reference hereto as Exhibit 2.

The Premises encompasses approximately 15.12 acres located in the Residence-Agricultural ("RA") zoning district. Other than an existing gravel driveway, the Premises is vacant, undeveloped land.

BACKGROUND/PROPOSAL

On or about April 4, 2011, New Cingular Wireless PCS, LLC ("New Cingular"), obtained a Special Permit pursuant to Section XI of the Worthington Zoning Bylaws (the "Bylaws") to construct and operate a Wireless Communication Facility on the Premises, attached hereto as Exhibit 3 (the "2011 Special Permit"). New Cingular failed to utilize or construct a facility under the 2011 Special Permit within two (2) years and the 2011 Special Permit expired.

In 2012 the Federal Government passed legislation, attached to the Middle Class Tax Relief and Job Creation Act of 2012 (Public Law 112-96 as codified in 47 U.S.C.A. § 1401) creating the First Responder Network ("FirstNet"). This law was in large part a response to the terrorist attacks on September 11, 2001. First responders were unable to reliably communicate along the public telecommunication network when competing with the frightened public seeking loved ones and/or information. Those attacks highlighted the telecommunication issues first responders were confronted with when responding to emergency situations. The purpose of the new law was to create a fast, reliable and comprehensive telecommunication network, which was only accessible by first responders, and therefore not subject to the throttling of the network which occurs when many people are simultaneously attempting to utilize existing frequencies; see attached FirstNet informational packet included herein as Exhibit 4.

According to Section XI(E)(2) of the Bylaws, wireless communications facilities may not exceed a height greater than 120 feet, unfortunately FirstNet is not viable at that height. Additionally, Section XI(E)(1)(a) requires that the monopole for a wireless communications facility be located a minimum distance from adjacent property lines of at least 1.25 times the height of the monopole, in this instance 210.5 feet, impossible due to the width of the lot.

Simply put, Applicant is looking to obtain a variance from Section XI(E)(2) and Section XI(E)(1)(a) of the Bylaws to allow Applicant to construct a wireless communication facility monopole which is 170 feet tall; the height required for a viable FirstNet monopole, see Plans attached hereto and incorporated herein as Exhibit 5 ("Plans"). Furthermore, due to the proposed height, the monopole will not be able to comply with the setback requirement set forth in Section XI(E)(1)(a).

Section VIII(C)(3) Bylaws gives the Zoning Board of Appeals the authority to grant variances provided the conditions established by MGL c. 40A §10 are met.

CIRCUMSTANCES CAUSING HARDSHIP RELATING TO SOIL CONDITIONS, SHAPE, OR TOPOGRAPHY OF LAND OR STRUCTURES:

In order to obtain a variance the Zoning Board of Appeals, according to MGL c. 40A, § 10, must find that:

“owing to circumstances relating to the soil conditions, shape or topography of such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law”.

The subject premises are uniquely affected by the geography and topography in a way that does not generally affect the RA zoning district. If not for the fact that the existing elevation of the Premises is approximately 1917 feet above sea level, we would not require a 170 foot tall monopole to have adequate height for FirstNet. This increased height requirement, coupled with the shape of the lot further impacts our ability to locate the monopole a minimum distance of 210.5 feet from abutting property lines. The proposed location will put the monopole 153 feet from the southerly abutter's property line as opposed to the required 210.5 feet. However, as the southerly abutter's residential structure is along Old North Road, approximately 1,600 feet from the monopole, there is sufficient distance from any structures to alleviate any concerns associated with the increased height. The elevation, topography and shape is unique to the Premises and does not affect the RA zoning district generally as every lot within the RA zoning district has its own unique elevation, topography and shape.

A literal enforcement of the height restriction set forth in Section XI(E)(2) and setback requirements of Section XI(E)(1)(a) would involve a significant hardship for the Applicant and would not make the project viable on the Premises. The Premises are uniquely compatible with the proposed wireless communication use as it will be in a secluded location, far from existing residences, and has natural screening in the nature of dense vegetation, protecting the rural views.

JUSTIFICATION FOR VARIANCE (WHY PROPOSAL WILL NOT BE DETRIMENTAL TO PUBLIC GOOD AND NOT DEROGATE FROM INTENT OR PURPOSE OF ZONING BYLAW):

Worthington is a Town that values its rural character, natural environment, and sense of community. Yet, it is also a Town that necessarily understands, embraces, and acknowledges the imminence of progress and development while preserving its values.

The height requirements created by Section XI(E)(2), and the setback requirements of Section XI(E)(1)(a) of the Bylaws were established to protect nearby residences from personal injury or property damage, in the event a monopole were to fall, as well as to protect residential abutters and public from negatively impacted views.

In this instance however, the true purpose of Section XI(E)(2) and Section XI(E)(1)(a) would not be served by a literal enforcement of the Bylaws. Applicant's proposed 170 foot tall monopole will be a significant distance from any residential uses and therefore will not pose a threat in the event of collapse. Additionally, as the monopole will be located approximately 1,150 feet from Old North Road, screened by the existing dense vegetation, it will not be a nuisance to any abutting residential properties. Far from being a source of potential liability, the proposed wireless communication facility will be a vast improvement to the existing character and nature of the RA zoning district. Not only will the Town of Worthington, as a whole, benefit from the increased wireless communication coverage, but the Town will be much safer in the event of any emergency with FirstNet providing the Town's emergency services with reliable, fast and comprehensive communication systems. In no way will a variance from this section of the Zoning Bylaw derogate from the intent or purpose of this Section.

Due to the Premises topography and existing elevation, the proposed wireless communication facility cannot be constructed for use with FirstNet and simultaneously comply with the height requirements of Section XI(E)(2) and setback requirements of Section XI(E)(1)(a). If required to comply with a literal enforcement of the Bylaw, Applicant would be subject to a substantial hardship as the project would no longer be viable. Not only does literal enforcement of the current Bylaw cause substantial hardship for Applicant, but it would further undercut the public good in the Town of Worthington.



RECYCLED

OPTION AND GROUND LEASE AGREEMENT

TowerNorth Development Site # MA-043

Site Name: Worthington

OPTIONOR/LANDLORD:

Name: Charles Amo
PO Box 716
Goshen, MA 01032-0716

E-mail address: choicebuilders@verizon.net

Phone number: 413.695.3500

OPTIONEE/TENANT:

TowerNorth Development, LLC
95 Ryan Drive, Suite 1
Raynham, MA 02767

E-mail address: bstern@clinellc.com

Phone number: 215.803.4858

SITE INFORMATION

Site Location: Old North Road, Worthington, MA 01098

County: Hampshire

Parcel ID #: Map: 406 Lot: 09

Coordinates: Latitude: 42 25' 54.75" N Longitude: 72 58' 0.55" W

Ground Elevation: 1916- feet AMSL

EXHIBITS

- 1. Parent Parcel: See Exhibit "A" attached hereto and made a part hereof.
- 2. Leasehold and Easement Premises: See Exhibit "B" attached hereto and made a part hereof.
- 3. Permitted Liens and Encumbrances: See Exhibit "C" attached hereto and made a part hereof.
- 4. Memorandum of Lease: See Exhibit "D" attached hereto and made a part hereof.

OPTION INITIAL TERM

Option Commencement Date: August 22, 2017

Option Term: Twelve (12) months

Option Consideration: [REDACTED]

OPTION EXTENSION TERM(S)

Option Extension Commencement Date: The date following the preceding Option Initial Term or Extension Term

Number of Option Extension Terms: One (1) - Upon notice and payment of option consideration to Optionor prior to expiration of prior Option term

Duration of Each Option Extension Term: Twelve (12) months

Consideration for Option Extension Terms: [REDACTED]

LEASE TERMS

Lease Commencement Date: Upon start of construction of the Premises, hereinafter referred to as the Commencement Date ("Commencement Date").

Lease Primary Term: Five (5) years

Lease Renewal Term(s): Ten (10) renewal terms of Five (5) years each at the option of Tenant. Automatic renewal terms unless Landlord is provided sixty (60) days' prior written notice by Tenant of its election not to renew.

Article I. OPTION TERMS

Section 1.01 Grant of Option. Optionor is the owner of a parcel or parcels of real property as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, pursuant to this agreement ("Agreement") Optionor hereby gives and grants unto Optionee and its successors and assigns, an exclusive and irrevocable option to lease a certain portion or portions of the Parent Parcel (the "Leasehold Premises"), together with easements for ingress, egress, guy anchors and guy paths, and utilities for the duration of this Agreement (collectively, the "Easement"). The Leasehold Premises together with the Easement are collectively the "Premises" and are more particularly described and/or depicted on Exhibit "B" attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises.

Section 1.02 Option Term. The initial term of this Option shall be as specified on the first page of this Agreement ("Option Initial Term"). This Option may be extended for the duration specified on the first page hereof (each an "Option Extension Term"), by delivering written notice to Optionor within the time specified on the first page hereof, along with payment of the Option Extension Consideration specified on the first page hereof. The Option Term and Option Extension Term(s) shall be collectively referred to as the "Option Term."

Section 1.03 Consideration for Option. Consideration for the Option Initial Term and Option Extension Term shall be as specified on the first page hereof (collectively, the "Option Consideration").

Section 1.04 Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that (i) Optionor has good and marketable title to the Premises free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto; (ii) has the authority to enter into this agreement; (iii) there are no pending or threatened administrative actions, suits, claims or causes of action against Optionor or which may otherwise affect the Premises; and (iv) the Premises are not presently subject to an option, lease or other contract which may adversely affect either Optionee's rights hereunder or Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Premises until this Option expires or is terminated by Optionee. A short-form memorandum of this option may be recorded at Landlord's or Tenant's option in substantially the form set forth on the attached Exhibit "D" and the parties agree to execute and deliver the same in recordable form. These representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

Section 1.05 Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed such investigations of the Premises it requires, including without limitation, test borings of the soil, environmental audits, engineering studies and surveys of the Premises. Optionor shall provide Optionee with any

necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

Section 1.06 Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises (including the execution of recordable memoranda hereof) and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Premises including but not limited to land use and zoning applications.

[Remainder of page left intentionally blank – Lease Terms follow]

Article II. LEASE TERMS

Section 2.01 Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease" or "Lease Agreement", and, for the avoidance of doubt, shall include the terms of the "Agreement" above, and Optionor shall thereafter be referred to as Landlord and Optionee shall thereafter be referred to as Tenant.

Section 2.02 Premises and Term. In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leasehold Premises, together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto or as set forth herein (collectively with the Leasehold Premises, the "Premises"), to have and to hold the same for a primary term as set forth on the first page of this Agreement (the "Primary Term") commencing on the Commencement Date.

Section 2.03 Renewal Options. Landlord hereby grants to Tenant the right to extend the term of this Lease Agreement, at Tenant's sole option, for the number of renewal terms each for the number of years as set forth on the first page of this Lease Agreement (each a "Renewal Term" and, together with the Primary Term, the "Term"), to begin upon the expiration of the Primary Term or each preceding Renewal Term, as applicable. All terms, provisions and covenants of this Lease Agreement shall apply to the Renewal Terms as to the Primary Term. Each Renewal Term shall commence automatically unless Tenant gives Landlord sixty (60) days' prior written notice of Tenant's election not to renew.

Section 2.04 Rent.

- (a) Tenant shall pay rent to Landlord at the initial rate of [REDACTED] per month ("Rent") at the address set forth above, on or before the fifth (5th) day of each calendar month in advance for each month in the Primary Term, commencing on the Commencement Date. In any partial month occurring after the Commencement Date, Rent will be prorated. The initial Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.
- (b) Base Rent shall increase by two and one-half percent (2.5%) annually, commencing on the first (1st) anniversary of the Commencement Date through the initial lease term and at the commencement of each renewal term.
- (c) Commencing with the installation of the second subtenant on the tower and each subtenant thereafter, Landlord shall be entitled to receive an amount equal to seven and one half percent (7.5%) of the second and subsequent subtenant's monthly rental fee actually received and collected by Tenant ("Revenue Share"). Tenant's Revenue Share payment to Landlord shall be due the following month after receipt of rental payments from applicable subtenants. At all times, Tenant shall be entitled to have one subtenant located on the Premises/tower for no Revenue Share or other consideration owed to Landlord. Upon entering into any such lease or agreement with any such Subtenant, the Tenant shall furnish to the Landlord a full and true

copy of such lease or agreement setting forth the gross rents to be paid by the Subtenant to the Tenant.

Section 2.05 Tenant's Use. The Premises are being leased for the purpose of erecting, installing, operating and maintaining radio and communications towers, transmitting and receiving equipment, antennae, dishes, mounting structures, buildings, and related equipment. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, including the installation of communications towers, buildings, equipment, antennae, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary, and to have access to the Premises 7 days a week, 24 hours a day for those purposes. Tenant may also construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements. If at any time during the Term of this Lease Agreement, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to cancel and terminate this Lease Agreement upon written notice to Landlord. Tenant shall be entitled to sublease and/or sublicense all or any part of the Premises at any time without Landlord consent subject to the provisions found in Section 2.04 (c) of this Agreement.

Section 2.06 Access and Utilities.

- (a) Tenant shall have the right to install utilities, at Tenant's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). In the event that utilities necessary to serve the equipment of Tenant or the equipment of Tenant's licensee(s) or sublessee(s) cannot be located within the Premises, Landlord agrees to cooperate with Tenant and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Landlord without requiring additional compensation from Tenant or Tenant's licensee(s) or sublessee(s). Landlord shall, upon Tenant's request, execute a separate written easement to the utility company providing the service or Tenant in a form which may be filed of record evidencing this right. Landlord reserves the right to use Tenant's utility Easement to install additional conduits at Landlord's expense.
- (b) Landlord represents and warrants to Tenant that Tenant shall at all times during this Lease Agreement enjoy ingress, egress, and access from the Premises to an open and improved public road ("Old North Road, Worthington") which presently exists and which shall be adequate to service the Premises. From that point forward, Landlord will grant an appropriate easement to Tenant, Tenant's sublessees and assigns so that Tenant may, at its own expense, construct a suitable private access drive to the Premises. (NOTE: 345 Feet of private access off of the public way exists presently, to which the Tenant will have the right to pass and repass.) Additional access roadwork beyond the 345 Feet will be paid for by the Tenant. To the degree such access is across other property owned by Landlord, Landlord shall execute an easement evidencing this right and Landlord shall maintain access to the Easement in a free and open

condition so that no interference is caused to Tenant by subsequent owners, other lessees, licensees, invitees or agents of the Landlord which may utilize the Easement.

- (c) The Landlord reserves the right to use the access road for all purposes for which a public way may be used, including but not limited to Lots 2 and 3 from any point on the access road.
- (d) Provided Landlord or entity under Landlord's control meets all subcontractor qualifications, Tenant will allow Landlord or such entity to place a bid for the construction work associated with the tower and access road.
- (e) Additionally, all parties agree that there will be no parking along the right of way except for dedicated areas near the tower compound. The right of way must not be blocked at any time.

Section 2.07 Equipment, Fixtures and Signs. All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees, and may be installed or removed by those parties at their will, and shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. During the Term of this agreement and within a reasonable time after termination hereof, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

Section 2.08 Assignment. Tenant may assign this Lease Agreement to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease Agreement, Tenant will be relieved of all liability hereunder.

Section 2.09 Warranties and Agreements.

- (a) Landlord represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as set forth herein, and that it alone has full right to lease the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease Agreement, including the Renewal Terms, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto and Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. Tenant shall also be responsible for any personal property or ad valorem taxes related to any Improvements owned by Tenant located on the Premises, including but not limited to, the tower, equipment shelters or generators. Notwithstanding the foregoing, Tenant shall be responsible for personal property taxes for any equipment of Tenant or its tenants on the Premises. If Landlord fails to make any payments required under this Lease Agreement, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or

perform such obligation on behalf of Landlord. The full amount of any payments so made or costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon. If Landlord shall fail to pay such sums to Tenant within ten (10) days after written demand therefor, Tenant shall have the right to deduct such amounts, together with interest at the statutory rate, as an offset from rents then due or thereafter coming due under this Lease Agreement.

- (c) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.
- (d) Landlord has complied with and will continue to comply with all environmental, health, and safety laws with respect to the Parent Parcel.
- (e) All utilities required for the operation of the Tenant's improvements enter the Parent Parcel through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.
- (f) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Parent Parcel to existing highways and roads, or to sewer or other utility services serving the Parent Parcel. The Parent Parcel abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Parent Parcel, and access to the Parent Parcel is provided by paved public right-of-way with adequate curb cuts available.
- (g) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: (i) there currently exist no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.
- (h) Landlord hereby agrees to indemnify, defend, and hold harmless Tenant and its officers, directors, shareholders, agents, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Landlord of any representation, warranty, or covenant of Landlord contained herein or in any agreement executed pursuant hereto.

Section 2.10 Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Primary Term or

Renewal Term hereof, unless otherwise agreed in writing, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

Section 2.11 Non-Interference. Landlord shall not cause or permit the construction of any facilities or improvements on the Parent Parcel if such facilities or improvements would detrimentally impact or interfere with Tenant's use of the Premises.

Section 2.12 Right of First Refusal. If during the Term of this Lease Agreement the Landlord shall have received from any third party a bona fide arm's length offer to purchase the Premises or any portion thereof, the Landlord shall first offer to Tenant the right to buy the applicable land on the same terms. Tenant will have 30 days to accept or reject the right to purchase, and if it rejects it Landlord may sell on those terms for a period of 60 days without reoffering the land to Tenant.

Section 2.13 Lender and Tenant Continuation Rights.

- (a) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease Agreement and all of Tenant's personal property and fixtures, including any sublease, attached or otherwise pertaining to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure.
- (b) Upon any default of this Lease Agreement by Tenant, or upon any foreclosure of Tenant's interest herein, Landlord agrees to recognize the leases/licenses of all subtenants and sublicenses and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises, and Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

- (c) Landlord hereby agrees to give Tenant's mortgagee written notice of any breach or default of the terms of the Lease Agreement, within fifteen days after the occurrence thereof, at such address as is specified by Tenant's mortgagee. Landlord further agrees that no default under the Lease Agreement shall be deemed to have occurred unless such notice to Tenant's mortgagee is also given and that, in the event of any such breach or default under the terms of the Lease Agreement, Tenant's mortgagee shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Tenant's mortgagee as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease Agreement or any of its other rights under the Lease Agreement upon breach or default of the terms of the Lease Agreement without so affording Tenant's mortgagee the foregoing notice and periods to cure any default or breach under the Lease Agreement.
- (d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and its mortgagee or the Lease Agreement, Tenant's mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.
- (e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease Agreement.
- (f) During the Term of this Lease Agreement, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises (an "Encumbrance") without the prior written consent of Tenant, except that access and utility cross-easements can be granted to Lots 2 and 3 as shown on a Plan of Lands recorded at the Hampshire County Registry of Deeds in Plan Book 212, Page 18 (see attached); provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage lien if its lender shall agree for itself and its lender, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease Agreement; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it. With regard to any existing Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to execute a customary *Subordination Non-disturbance and Attornment Agreement* providing to Tenant the rights afforded to Tenant above with regard to future first mortgage liens.

Section 2.14 Force Majeure. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

Section 2.15 Default. The failure of Tenant or Landlord to perform any of the covenants of this Lease Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure same within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

Section 2.16 Remedies Upon Failure to Cure a Default. Should the defaulting party fail to cure a default under this Lease Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease Agreement. In the event Landlord elects to terminate this Lease Agreement due to a default by Tenant, it shall continue to honor all leasehold and/or license commitments made by Tenant through the expiration of the Term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease Agreement.

Section 2.17 Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out on the first page of this Agreement. In the event that Landlord is more than one person or entity, notices to, and approvals from, the first such person listed on the first page hereof shall be binding on all Landlords.

Section 2.18 Recording. A short-form memorandum of this Lease Agreement (upon exercise of the Option) may be recorded at Landlord's or Tenant's option in substantially the form set forth on the attached Exhibit "E" and the parties agree to execute and deliver the same in recordable form.

Section 2.19 Attorneys' Fees. If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith.

Section 2.20 Waiver/Limitations. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the tower facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special,

incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

Section 2.21 In the event the Tenant terminates or abandons the use of the Premises, the Tenant agrees to remove the Tower, with the exception of the portions of the foundation and footings located below grade, at Tenant's cost within 120 days, unless the Landlord provides written notice to Tenant requesting Tenant leave the Tower in place. If the Landlord elects not to require removal of the Tower Facility and utility connections installed by the Tenant, Landlord and Tenant agree to promptly execute and deliver such documents reasonably required to effectuate a transfer of ownership.

Section 2.22 Miscellaneous. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Lease Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises is situated. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by instrument executed by all parties. The captions in this Lease Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof. This Agreement may be executed by facsimile and by counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument, provided that the parties agree that the Memorandum of Lease shall be executed and delivered in originals. Time is of the essence of each provision of this Lease Agreement. If any provision of this Lease Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term hereof, the provision shall be fully severable and this Lease Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The remedies provided in this Lease Agreement shall not be exclusive of any other rights or remedies available by one party against the other, either at law or in equity.

Section 2.23 Waivers; Amendments. Except as expressly provided herein, neither this Lease Agreement nor any Term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by an executive officer of each party hereto. No delay on the part of either party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof.

[Signatures appear on following page]

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

Witnesses:

[Signature]
Print Name: David Ford

[Signature]
Print Name: Jim Whalen

OPTIONEEE/TENANT:
TowerNorth Development, LLC
a Vermont limited liability company

By: [Signature]
Name: Joshua Delman
Title: President

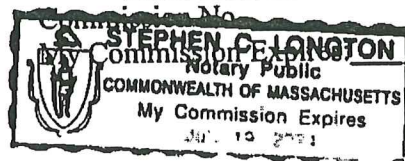
State of MA
County of Bristol

Before me, a notary public qualified in said county, personally came Joshua Delman, of TowerNorth Development, LLC., a Vermont limited liability company, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company.

Witness my hand and notarial seal on August 22, 2017.

(AFFIX NOTARIAL SEAL)

[Signature]
Notary Public, State of _____
Name: _____



Witnesses:

Susan E. Guzik
Print Name: Susan E. Guzik

Daniel C. Lynds
Print Name: Daniel C. Lynds

OPTIONOR/LANDLORD:

Charles Amo

By: *Charles Amo*
Name: Charles Amo
Title: Owner

State of Massachusetts
County of Hampshire

The foregoing instrument was acknowledged before me this 15th day of August, 2017 by Charles Amo, who is personally known to me or has produced driver's license as identification, and who signed the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed

Daniel C. Lynds
Notary Public, State of Massachusetts
Name: Daniel C. Lynds
My Commission Expires: 8/20/21

(AFFIX NOTARIAL SEAL)



DANIEL C. LYNDS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 20, 2021

EXHIBIT "A"

Parent Parcel

(Deed to be inserted)



2010 00008490

Bk: 10140Pg: 259 Page: 1 of 2
Recorded: 04/05/2010 04:05 PM

MASSACHUSETTS EXCISE TAX
Hampshire District ROD #13 001
Date: 04/05/2010 04:05 PM
ctr# 023898 28482 Doc# 00008490
Fee: \$145.92 Cons: \$32,000.00

Affected Premises: Lot 3, Old North Rd.
Worthington, MA

KNOW ALL MEN BY THESE PRESENTS

THAT We, GLENN J. NADEAU and JOAN M. NADEAU of 5 Evergreen Drive,
Holyoke, Hampden County, Massachusetts

in consideration of [REDACTED]
DOLLARS

grant to CHARLES E. AMO, d/b/a CHOICE BUILDERS AND MODULAR HOUSING,
with a mailing address of P.O. Box 716, Goshen, Hampshire County,
Massachusetts (G. Lily Pond Lane)

with QUITCLAIM COVENANTS

The land in Worthington, Hampshire County, Massachusetts, more
particularly bounded and described as follows:

For legal description see Exhibit "A" attached hereto and made a part
hereof.

Being a portion of the premises conveyed to the grantors herein by
deed of Bank of New England, H.C. - N.A. dated October 5, 1988, and
recorded in the Hampshire County Registry of Deeds in Book 3292, Page
110.

Executed as a sealed instrument this 27th day of March, 2010.

[Signature]
Witness
[Signature]
Witness

[Signature]
GLENN J. NADEAU

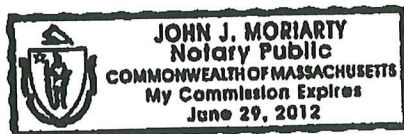
[Signature]
JOAN M. NADEAU

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

March 27, 2010

Before me, the undersigned notary public, personally appeared the
above named GLENN J. NADEAU and JOAN M. NADEAU, and proved to me
through satisfactory evidence of identification, which was personal
knowledge to be the persons whose names are signed on the preceding
document, and acknowledged to me that they signed it voluntarily for
its stated purpose.



[Signature]
John J. Moriarty, Notary Public
My Commission Expires: 6/29/2012

EXHIBIT "A"

A certain parcel of land located on the southwesterly side of Old North Road (also known as Route 143), Worthington, Hampshire County, Massachusetts, and shown as Lot 3 on a plan of land entitled "Plan of Land in Worthington, Massachusetts Prepared for Glenn J. Nadeau" prepared by E. B. Holmberg & Associates, dated November 30, 2004, and recorded in Hampshire County Registry of Deeds, Plan Book 212, Page 18, said Lot 3 being more particularly bounded and described as follows:

EASTERLY by Old North Road (also known as Route 143), a distance of 400.00 feet;

SOUTHERLY by land now or formerly of the Estate of Matilde E. Grady, as shown on the above-referenced plan, a distance of 1883.02 feet;

WESTERLY by land now or formerly of Bradford J. Moreau, Sr. and Dorothy A. Moreau, as shown on the above-referenced plan, a distance of 349.84 feet; and

NORTHERLY along Lot 2, as shown on the above-referenced plan, a distance of 1,684.51.

Containing 15.1178 acres of land, more or less.

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
MARIANNE L. DONOHUE



Bk: 8877Pg: 214 Page: 1 of 2
Recorded: 09/15/2008 12:48 PM

Affected Premises: Lot 2, Old North Rd.
Worthington, MA

KNOW ALL MEN BY THESE PRESENTS

THAT We, GLENN J. NADEAU and JOAN M. NADEAU of 5 Evergreen Drive, Holyoke, Hampden County, Massachusetts

in consideration of [REDACTED]
DOLLARS

grant to CHARLES E. AMO, d/b/a CHOICE BUILDERS AND MODULAR HOUSING, with a mailing address of P.O. Box 716, Goshen, Hampshire County, Massachusetts

with QUITCLAIM COVENANTS

The land in Worthington, Hampshire County, Massachusetts, more particularly bounded and described as follows:

For legal description see Exhibit "A" attached hereto and made a part hereof.

Being a portion of the premises conveyed to the grantors herein by deed of Bank of New England, H.C. - N.A. dated October 5, 1988, and recorded in the Hampshire County Registry of Deeds in Book 3292, Page 110.

Executed as a sealed instrument this 14th day of Sept. 2006.

[Handwritten signatures]
Witness

[Handwritten signature]
GLENN J. NADEAU

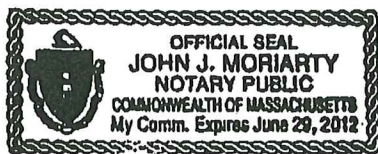
[Handwritten signature]
JOAN M. NADEAU

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

September, 14, 2006

Before me, the undersigned notary public, personally appeared the above named GLENN J. NADEAU and JOAN M. NADEAU, and proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's License to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



[Handwritten signature]
John J. Moriarty, Notary Public
My Commission Expires: 6/29/2012

MASSACHUSETTS EXCISE TAX
Hampshire District ROD #13 001
Date: 09/15/2008 12:48 PM
ctrl# 018411 13382 Doc# 00028048
Fee: \$184.18 Cons: \$38,000.00

EXHIBIT "A"

A certain parcel of land located on the southwesterly side of Old North Road (also known as Route 143), Worthington, Hampshire County, Massachusetts, and shown as Lot 2 on a plan of land entitled "Plan of Land in Worthington, Massachusetts Prepared for Glenn J. Nadeau" prepared by E. B. Holmberg & Associates, dated November 30, 2004, and recorded in Hampshire County Registry of Deeds, Plan Book 212, Page 18, said Lot 2 being more particularly bounded and described as follows:

EASTERLY by Old North Road (also known as Route 143), a distance of 471.88 feet;

SOUTHERLY by Lot 3 as shown on the above-referenced plan, a distance of 1,684.51 feet;

WESTERLY by land now or formerly of Bradford J. Moreau, Sr. and Dorothy A. Moreau, and by land now or formerly of Glenn J. Nadeau and Joan M. Nadeau, shown as Lot R on the above-referenced plan, each in part a distance of 349.84 feet; and

NORTHERLY by land now or formerly of Charles E. Amo d/b/a Choice Builders and Modular Homes as shown on said plan as Lot 2a on the above-referenced plan a distance of 1502.47.

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
 MARIANNE L. DONOHUE

EXHIBIT "B"
Premises

See attached sketch consisting of (1) page – Access Plan – C-2

(Site Drawing shall be replaced with a legal description at a later date)

EXHIBIT "C"

Permitted Liens and Encumbrances

EXHIBIT "D"

Short Form Memorandum of Lease Agreement

Return to:
TowerNorth Development, LLC
95 Ryan Drive, Suite 1
Raynham, MA 02767
Attn.: Legal Department

Site Location: Old North Road, Worthington, MA 01098
Parcel ID #: MA-043
TN Site #/Name: Worthington

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement evidences an Option and Ground Lease Agreement ("Lease") between Charles Amo, ("Landlord"), whose mailing address is PO Box 716 Goshen, MA 01032-0716, and TowerNorth Development, LLC, a Vermont limited liability company ("Tenant"), whose mailing address is 95 Ryan Drive, Suite 1, Raynham, MA 02767, dated August 22, 2017, of the premises described on Exhibit A hereto (the "Premises").

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years, with ten (5)-year renewal options, and further provides:

1. The Option has been exercised, and the commencement date of the Primary Term of the Lease is August 22, 2017.
2. The Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the lien(s) of Tenant's mortgagee(s).
3. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities.
4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment.
5. Tenant is entitled to sublease the Premises and to sublease or grant licenses to use any radio tower or any other structure or equipment on the Premises.
6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from

Landlord;

7. The Lease grants to Tenant, its successors and assigns, a nonexclusive easement for ingress and egress and utilities over, across and through the property described on Exhibit B hereto for the benefit of and access to the Premises.

8. This Memorandum of Option and Ground Lease Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signatures appear on following pages]

Executed as of August 22, 2017.

Witnesses:

[Signature]
Print Name: David Ford

[Signature]
Print Name: Jim Whalen

OPTIONEE/TENANT:
TowerNorth Development, LLC
a Vermont limited liability company

By: [Signature]
Name: Joshua Delman
Title: President

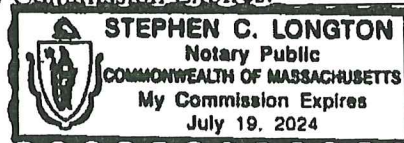
State of MA
County of Bristol

Before me, a notary public qualified in said county, personally came Josh Delman of TowerNorth Development, LLC., a Vermont limited liability company, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company.

Witness my hand and notarial seal on Aug, 22, 2017.

(AFFIX NOTARIAL SEAL)

[Signature]
Notary Public, State of _____
Name: _____
Commission No. _____
My Commission Expires: _____



Witnesses:

Susan E. Guzik
Print Name: Susan E. Guzik

Daniel C. Lynds
Print Name: Daniel C. Lynds

OPTIONOR/LANDLORD:

Charles Amo

By: Charles Amo

Name: Charles Amo

Title: Owner

State of MA
County of Hampshire

The foregoing instrument was acknowledged before me this 15th day of August, 2017 by Charles Amo, who is personally known to me or has produced a driver's license as identification, and who signed the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed

Daniel C. Lynds
Notary Public, State of Massachusetts
Name: Daniel C. Lynds
Commission No. _____
My Commission Expires: 8/20/21

(AFFIX NOTARIAL SEAL)



DANIEL C. LYNDS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 20, 2021

Exhibit A
The Premises

See attached sketch consisting of (1) page – Access Plan – C-2

(Site Drawing shall be replaced with a legal description at a later date)



July 31, 2018

Mr. Charles Amo
PO Box
Goshen, MA 01032-0716

Re: **Notice to Extend Lease Option**

Dear Mr. Amo,

Please be advised that the undersigned, as Lessee under a certain Option and Ground Lease Agreement for the premises commonly known as **Old North Road, Worthington, MA** and dated **August 22, 2017** (Lease), does hereby extend their option for one year. Enclosed you will find a check in the amount of \$2676.00 as consideration.

If you have any questions or concerns, please contact me at (215) 803-4858.

Sincerely,

A handwritten signature in black ink, appearing to read "Bert Stern".

Bert Stern
Vice President – Business Development
TowerNorth Development



RECYCLED



2010 00006490

Bk: 10140Pg: 259 Page: 1 of 2
Recorded: 04/05/2010 04:05 PM

MASSACHUSETTS EXCISE TAX
Hampshire District ROD #13 001
Date: 04/05/2010 04:05 PM
ctrl# 023698 28482 Doc# 00006490
Fee: \$145.92 Cons: \$32,000.00

Affected Premises: Lot 3, Old North Rd.
Worthington, MA

KNOW ALL MEN BY THESE PRESENTS

THAT We, GLENN J. NADEAU and JOAN M. NADEAU of 5 Evergreen Drive,
Holyoke, Hampden County, Massachusetts

in consideration of THIRTY-TWO THOUSAND and NO/100 (\$32,000.00)
DOLLARS

grant to CHARLES E. AMO, d/b/a CHOICE BUILDERS AND MODULAR HOUSING,
with a mailing address of P.O. Box 716, Goshen, Hampshire County,
Massachusetts (Gibby Pond Lane)
with QUITCLAIM COVENANTS

The land in Worthington, Hampshire County, Massachusetts, more
particularly bounded and described as follows:

For legal description see Exhibit "A" attached hereto and made a part
hereof.

Being a portion of the premises conveyed to the grantors herein by
deed of Bank of New England, H.C. - N.A. dated October 5, 1988, and
recorded in the Hampshire County Registry of Deeds in Book 3292, Page
110.

Executed as a sealed instrument this 27th day of March, 2010.

Witness

Witness

GLENN J. NADEAU

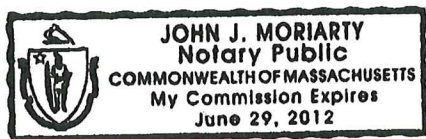
JOAN M. NADEAU

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

March 27, 2010

Before me, the undersigned notary public, personally appeared the
above named GLENN J. NADEAU and JOAN M. NADEAU, and proved to me
through satisfactory evidence of identification, which was personal
knowledge to be the persons whose names are signed on the preceding
document, and acknowledged to me that they signed it voluntarily for
its stated purpose.



John J. Moriarty, Notary Public
My Commission Expires: 6/29/2012

EXHIBIT "A"

A certain parcel of land located on the southwesterly side of Old North Road (also known as Route 143), Worthington, Hampshire County, Massachusetts, and shown as Lot 3 on a plan of land entitled "Plan of Land in Worthington, Massachusetts Prepared for Glenn J. Nadeau" prepared by E. B. Holmberg & Associates, dated November 30, 2004, and recorded in Hampshire County Registry of Deeds, Plan Book 212, Page 18, said Lot 3 being more particularly bounded and described as follows:

EASTERLY by Old North Road (also known as Route 143), a distance of 400.00 feet;

SOUTHERLY by land now or formerly of the Estate of Matilde E. Grady, as shown on the above-referenced plan, a distance of 1883.02 feet;

WESTERLY by land now or formerly of Bradford J. Moreau, Sr. and Dorothy A. Moreau, as shown on the above-referenced plan, a distance of 349.84 feet; and

NORTHERLY along Lot 2, as shown on the above-referenced plan, a distance of 1,684.51.

Containing 15.1178 acres of land, more or less.

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
MARIANNE L. DONOHUE



RECYCLED

FIBERKRAFT, INC., BEDFORD, NH 800-258-1063

EN 911

4/9/11 Rec'd at Town Hall
Katria Kaminsky
Worthington Town Hall
Town Clerk

PLANNING BOARD
TOWN OF WORTHINGTON, MA
April 4, 2011

SPECIAL PERMIT DECISION

APPLICANT: New Cingular Wireless PCS, LLC (AT&T)

OWNER: Charles Amo (DBA Choice Builders)

SITE: Old North Road, Worthington, MA (Map 406, Lot 9) (AT&T Site Number 2241)

RELIEF SOUGHT: (1) Special permit to construct and operate a Wireless Communication Facility pursuant to Section IV (B)(1) and XI of the Zoning Bylaw. (2) Site Plan Review Approval pursuant Section XII of the Zoning Bylaw, MGL c. 40A section 9, and the Telecommunications Act of 1996. (3) Any other zoning relief necessary.

The Applicant conducted the required balloon test on November 6, 2010. Public Hearing was opened on November 15, 2010, continued January 10, 2011, February 14, 2011, and closed March 7, 2011.

Findings needed for approval.

Section XII. Site Plan review

A. Purpose: The purpose of Site Plan Review is to allow the town to review project plans with a developer at an early stage and, when appropriate, to negotiate alterations to the plans so as to lessen adverse impacts on neighbors and the town. The goals of this bylaw are to:

1. Protect the rural character, aesthetic qualities, and natural and historic features of the Town of Worthington.
2. Insure safe and efficient traffic and pedestrian circulation within areas adjacent to the project site; and
3. Minimize disproportionate burdens on town services from new development.

F. Site Plan Review Criteria

1. Whether the architectural design, scale, layout and landscaping of the proposed development is in harmony with the historic and rural character of the neighborhood and the Town of Worthington.

Finding: Given that the nature of a cell tower is not in harmony with the rural and historic character of the town, placement of this tower minimizes the adverse impacts of the structure.

For approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

2..Whether the proposed project to the extent feasible:

- a. Protects Town amenities and abutting properties by minimizing detrimental or offensive actions and site characteristics such as lighting, glare, and noise;

Finding: This facility minimizes adverse environmental impacts on such features as wetlands, floodplains, steep slopes, and aquifer recharge areas; According to both the conservation commission and the town's independent engineering consultant the tower meets this criteria.

For approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

- b. Maximizes open space retention and minimizes fragmentation of contiguous developed land;

Finding: Given the nature of this project, this criteria is not applicable.

- c. Minimizes obstruction of scenic views from publicly accessible locations;

Finding: The tower obstructs no recognized scenic views.

For approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

- d. Preserves unique natural or historic features;

Finding: There are no unique natural or historic features on this site. This criteria is not applicable.

- e. Minimizes tree, vegetation, and soil removal and grade changes.

Finding: After a review from an independent engineering consultant, the Board finds that the Applicant has made a good faith effort to minimize the impact of the project on the site.

For approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

- f. Provides adequate landscaping to screen storage areas, loading docks, dumpsters, rooftop equipment, utility buildings and similar features from view from adjacent residences and public roadways;

Finding: Given the remote location of the site this criteria is not applicable.

- g. Provides adequate measures to prevent pollution of surface and groundwater, erosion and sedimentation, and assures no increase in run-off or potential for flooding;

Finding: Upon review and approval by an independent engineering consultant the Board finds that the Applicant's project meets this criteria.
For Approval Best: Yes; Christensen: Yes; Fowler: Yes; Katahdin: Yes.

h. Places electric lines, telecommunications lines and other such utilities, to the extent feasible, underground;

Finding: Since the project utilizes existing poles and then places lines underground to the site, it meets this criteria.

For Approval: Best: Yes; Christensen: Yes; Fowler: Yes; Katahdin: Yes.

i. Provides for the convenience and safety of vehicular and pedestrian movement both within the site and in relation to adjoining ways and properties.

Finding: Both the relatively safe location of the driveway and the fact that the project will involve minimal vehicular traffic meet this criteria.

For Approval: Best: Yes; Christensen: Yes; Fowler: Yes; Katahdin: Yes.

j. Provides access to adjoining properties where needed

Finding: Given that this project is on a remote parcel, leased within a parcel, this criteria is not applicable..

SECTION XI. Wireless Communications Structures

- A.** The purpose of this section is to outline the special permitting process to site wireless communication facilities in the Town of Worthington, while minimizing potential damage and adverse impacts of wireless communication facilities on adjacent properties, residential neighborhoods, and areas of historic or high scenic value; to allow the provision of wireless communication services in an orderly way; and to promote shared use of existing facilities to reduce the need for new facilities

I. Approval

(1) In granting a special permit for wireless communication facilities, in addition to the findings required by the Town's Zoning Bylaw for Special Permits, the SPGA shall find:

(a) That the applicant has demonstrated to the satisfaction of the SPGA that the requirements of Section XI have been met.

Finding: After review by both the Board and an Independent Consultant, the Board finds that the requirements of Section XI have been met.

For Approval: Best: Yes; Christensen: Yes; Fowler: Yes; Katahdin: Yes.

(b) That the size and height of the structure is the minimum necessary.

Finding: After review by an independent radio frequency consultant and given that the tower is at the maximum allowable by this bylaw the Board finds that the Applicant meets this criteria.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

(c) That the proposed wireless communication facilities will not adversely impact historic structures or scenic views.

Finding: To the extent that a cell tower can fulfill this criteria, it complies.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

(d) That there are no feasible alternatives to the location of the proposed wireless communication facilities, including co-location, that would minimize their impact, and the Applicant has exercised good faith in permitting future co-location of facilities at the site.

Finding: The Applicant has exercised good faith in researching alternatives to the location.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

(e) That the Applicant has agreed to implement all reasonable measures to mitigate the potential adverse impacts of the wireless communications facilities.

Finding: The facility is designed to mitigate adverse impacts and the Applicant has agreed to work with the Board to implement additional mitigation efforts should the need arise.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

(f) That the proposal shall comply with all applicable FCC regulations regarding emissions of electromagnetic radiation. Copies of any monitoring reports required by state and federal governments shall be supplied to the Zoning Enforcement Officer.

Finding: The Applicant agrees to comply with all FCC regulations and should such regulations require monitoring, the Applicant agrees to pay for such monitoring.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

(g) When considering an application for a wireless communications facility, the SPGA shall place great emphasis on the proximity of the facility to residential dwellings, its impact on these residences, and will encourage the use of existing structures.

Finding: Even though the site is in a remote location and exceeds the setback requirements for residential dwellings, the Applicant provided site specific evidence to a concerned homeowner in complying with this requirement.

For Approval: Best: **Yes**; Christensen: **Yes**; Fowler: **Yes**; Katahdin: **Yes**.

J. CONDITIONS OF USE

J. 7. The Applicant shall post a bond for removal of the monopole and restoration of the site. This would include removal of the monopole, removal of site fencing and utility pads and loam and seed.

CONDITIONS APPLICABLE TO THIS SPECIAL PERMIT

1. The construction of the tower must be complete within one year of the issuance of the building permit.
2. All emergency lighting shall be by motion detection.
3. AT&T shall install emergency service antennas, and co-locate the same without a fee, installation of which (antennas) cannot cause facility to exceed the required height limit. AT&T will notify emergency management officials when they will be ready to install antennas. .
4. In light of the importance of the natural buffer of vegetation as a screen around the wireless facility, AT&T, through their lease agreement, shall effectuate maintaining the current vegetation and screening with a buffer of 200 feet beyond the lease area, except for that portion which falls within AT&T's proposed limit of work as designated on approved plans..
5. There shall be local emergency access with a twenty-four hour emergency phone number on a sign.
6. AT&T shall apply for an amendment to the Special Permit for the installation of additional antennas or other substantial changes in equipment or radio frequency output.
7. The generator shall be tested only during normal business hours Monday thru Friday 8am to 6 pm.
8. All construction shall take place during normal business hours of Monday thru Friday 8am to 6pm.
9. Service to the tower should be performed during normal business hours of 8am to 6pm, Monday thru Friday unless there is an emergency.
10. The parking area shall not be used for storage of vehicles or other equipment.
11. The tower shall be a galvanized monopole.
12. This Special Permit is valid and subject to renewal in accordance with Section XI (J)(5) in five years from the date of approval.

MEMBERS VOTE

Joseph Best Joseph Best date 4/4/2011
Jane Christensen Jane Christensen date 4/4/2011
Paul Jeffrey Fowler Paul Jeffrey Fowler date 4/4/2011
Roan Katahdin Roan Katahdin date 4/4/11

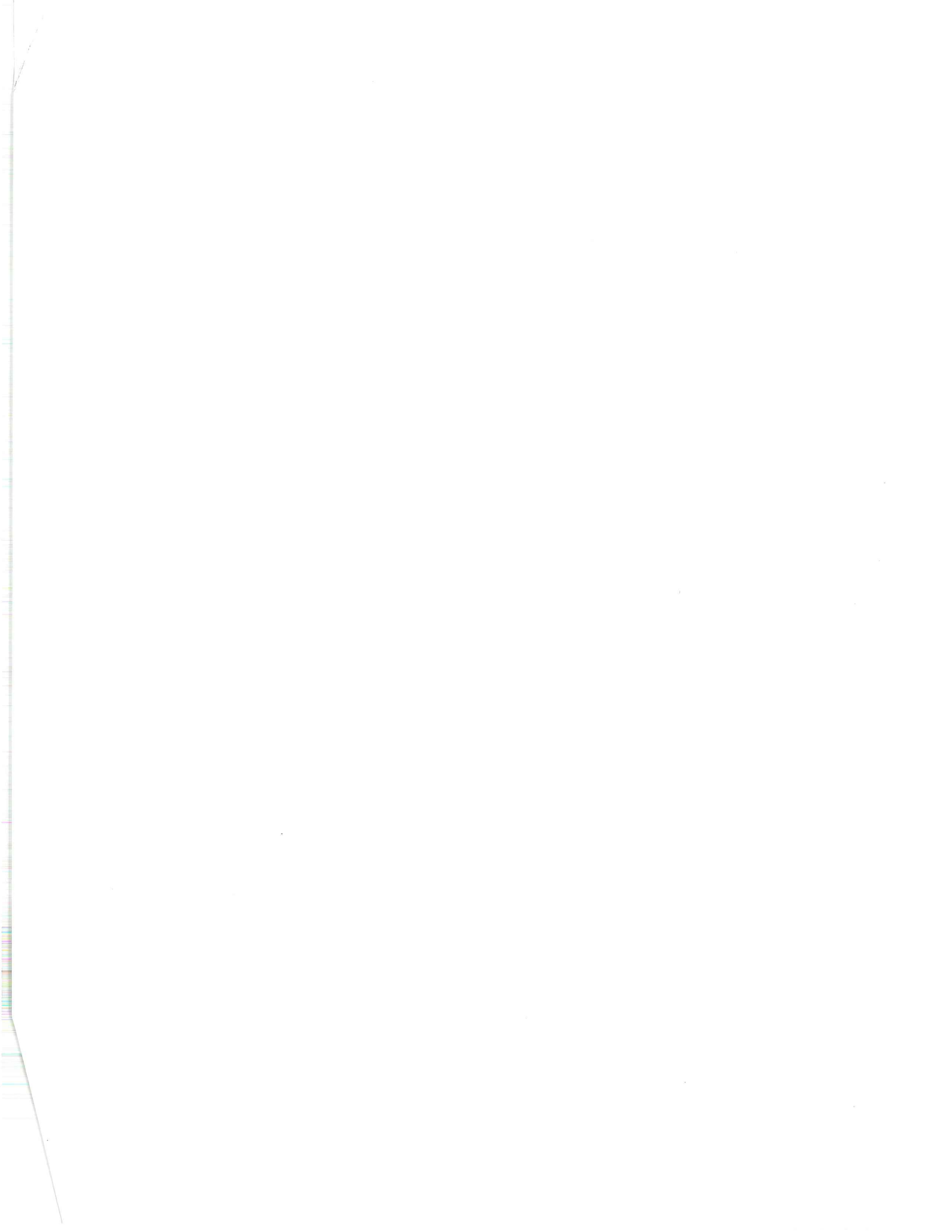
Respectfully submitted,

Roan Katahdin

Roan Katahdin, Acting Chair

Worthington Planning Board
Worthington, MA.

An appeal from the decision of the Planning Board may be made by any person aggrieved pursuant to MGL Chapter 40A, Sect. 17 as amended within 20 days after the date of the filing of the notice of the decision with the Town Clerk, April 9 2011. Such appeal may be made to the Hampshire Superior Court with a certified copy of the appeal sent to the Town Clerk of the Town of Worthington.



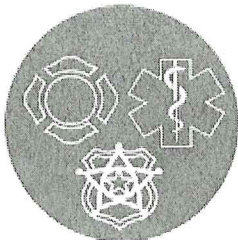


RECYCLED

The Network

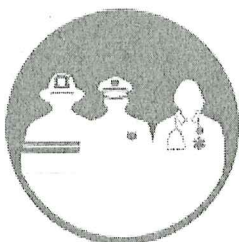
FirstNet was created to be a force-multiplier for first responders – to give public safety 21st century communication tools to help save lives, solve crimes and keep our communities and emergency responders safe. To do that, FirstNet will build a new Band Class 14 network designed to be reliable, functional, safe and secure, and provide optimal levels of operational capability at all times. For the first time, public safety communications will be based on commercial standards. This will bring the benefits of lower costs, consumer-driven economies of scale and rapid evolution of advanced communication capabilities.

ABOUT THE NETWORK



Built for and by public safety

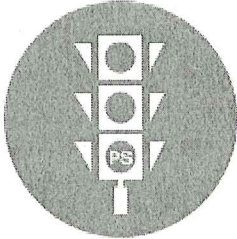
The 9/11 terrorist attacks brought to the forefront the many communications challenges that first responders face during emergencies and disasters. These issues were captured in the *9/11 Commission Report*, which identified gaps in emergency communications and recommended a nationwide network for law enforcement, fire, and emergency medical personnel communications. The public safety community united to fulfill the 9/11 Commission's recommendation. Public safety organizations and associations advocated before Congress for a dedicated, reliable wireless network for first responders. Their advocacy efforts led to the passage of legislation in 2012 to create the First Responder Network Authority to deploy the FirstNet network in all U.S. states and territories, including rural communities and tribal nations.



Based on public safety's needs and vision

Public safety officials have worked closely with the First Responder Network Authority since its inception in 2012 to ensure the Network meets first responders' needs – today and in the future. The

agency's outreach and consultation efforts have connected the organization to more than 1.8 million first responders and state public safety and technology executives across the country. Specifically, the First Responder Network Authority has consulted extensively with state single points of contact (SPOCs) in each of the 50 U.S. states, 5 territories, and the District of Columbia, as well as local/municipal, tribal and federal public safety leaders. It also coordinates with public safety through the Public Safety Advisory Committee (PSAC), which provides guidance and subject matter expertise from a first responder perspective. Public safety leaders at the national, state and local levels continue to advocate for and support deployment of the FirstNet network.



Building a dedicated, communications “fast lane” for public safety

Today, in emergencies and at large events, heavy public use can lead to wireless communications networks becoming overloaded and inaccessible. In those instances, public safety users are treated the same as any other commercial or enterprise user, and communications can be limited due to congestion and capacity issues. With the FirstNet Network, public safety gets a dedicated “fast lane” that provides highly secure communications every day and for every emergency. FirstNet delivers specialized features to public safety that are not available on wireless networks today – such as priority access; preemption; more network capacity; and a resilient, hardened connection. The network is delivering more than just a public-safety-dedicated wireless connection – it is also creating devices and apps ecosystems that will connect first responders to innovative, life-saving technologies.



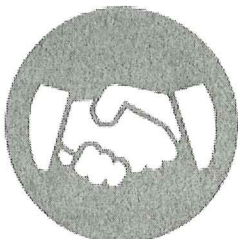
Helping public safety save lives, reduce response times and work better

FirstNet is improving communications to allow for improved response times and outcomes for first responders from coast-to-coast, in rural and urban areas, inland and on boarders – leading to safer, and more secure communities. It provides innovation and dedicated capacity so public safety can take advantage of advanced technologies, tools and services during emergencies, such as:

- **Applications** that allow first responders to reliably share videos, text messages, photos and other information during incidents in near real-time
- **Devices** configured to meet the focused needs of public safety
- Improved **location services** to help with mapping capabilities during rescue and recovery operations

- **Deployables** available for planned and unplanned emergency events

The First Responder Network Authority oversees the testing and validation of the network, as well as the products and services before they are deployed so first responders will have the proven tools they need in disasters and emergencies. Through our FirstNet Innovation and Test Lab in Boulder, CO, we are testing capabilities unique to public safety.



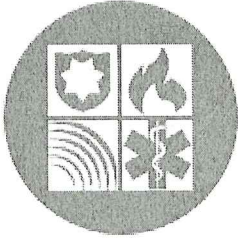
Innovative, public-private partnership speeds innovation, reduces cost

The First Responder Network Authority and AT&T are modernizing and improving public safety communications by leveraging private sector resources, infrastructure, and cost-saving synergies to deploy and operate the Network. This public-private partnership model also helps keep costs down for American taxpayers. To do this, Congress used the sale of communications airwaves (or spectrum) to fund FirstNet's initial operations and help start network deployment; the \$7 billion FirstNet received in initial funding came from FCC spectrum auction revenue, not taxpayer funds.

If the federal government were to build, maintain and operate this network, the estimated cost would be tens of billions of dollars over 25 years. The Government Accountability Office has estimated it could cost up to \$47 billion over 10 years to construct and operate the Network. With this partnership approach, the First Responder Network Authority and AT&T do not need any additional federal funding to build and operate the Network – it is a fully funded, self-sustaining Network. In return, America's first responders get services far above and beyond what they have today over a first-class broadband network dedicated to their communications needs.

The partnership approach gives a fully-funded, self-sustaining network that will serve public safety for years to come. This business model is built upon the efficient use of resources, infrastructure, cost-saving synergies, and incentives, including:

- 20 MHz of federally owned spectrum and \$6.5 billion in initial funding to the partnership; in return AT&T will deploy and operate a nationwide high-speed broadband network for public safety over 25 years.
- AT&T will invest about \$40 billion over the life of the contract to build, operate, deploy, and maintain the Network, and together with the First Responder Network Authority will help ensure the Network evolves with the needs of public safety.
- AT&T can use FirstNet's spectrum when it is not being used by public safety for other, commercial purposes. The company will prioritize first responders over any other commercial users.
- First Responder Network Authority will oversee the contract to ensure it delivers innovation, technology and customer care to public safety through various mechanisms, including subscriber adoption targets, milestone buildouts, disincentive fees and other mechanisms outlined in the contract.

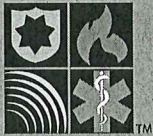


Delivering on the FirstNet promise

All 50 states, five U.S. territories and Washington, D.C., have “opted in,” to FirstNet, meaning each has accepted its individual State Plan detailing how the network will be deployed in their state/territory.

The First Responder Network Authority’s public-private partnership with AT&T provides first responders with immediate access to mission-critical capabilities over the FirstNet network. This includes priority and preemption features that give first responders their own “fast lane” on the public safety network to communicate and share information during emergencies, large events, or other situations when commercial networks could become congested. Key activities include:

- **Building out the network:** The First Responder Network Authority has issued work orders to deploy the RAN. This gave AT&T the green light to expand FirstNet’s footprint and deploy Band 14 capacity and coverage throughout the nation, providing first responders with the bandwidth and mission critical connections they need to communicate, share information, and use innovative technologies every day and in every emergency.
- **Driving public safety innovation:** FirstNet is unlocking a new technology marketplace for public safety, enabling first responders to benefit from advancements in innovation. The FirstNet App Catalog is filling up with FirstNet-approved mobile apps that are optimized for public safety use over the network. At the same time, public safety has access to a growing selection of devices and accessories compatible with the network through the FirstNet Device Ecosystem. The First Responder Network Authority works through the National Institute of Standards and Technology to publish a list of certified devices for use on FirstNet, with more devices being added regularly.
- **Securing emergency communications:** FirstNet’s first-of-its-kind core infrastructure will give first responders the dedicated, highly secure, non-commercial network they deserve. The FirstNet Core, delivered in March 2018, is working to provide full encryption of public safety data over FirstNet with the goal of end-to-end cyber security. FirstNet subscribers also have access to a dedicated Security Operations Center, offering 24/7/365 support.
- **Engaging with public safety:** The First Responder Network Authority will continue to engage with public safety in the states, territories, federal agencies, and tribal nations to ensure the network meets their needs and incorporate their feedback in the design of future FirstNet products and services.



Transforming public safety communications



The First Responder Network Authority (FirstNet) has entered into a public-private partnership with AT&T to build the first nationwide wireless broadband network dedicated to first responders for use in disasters, emergencies and daily public safety work.



FirstNet provides initial funding, 20 MHz of spectrum and deep public safety expertise to the partnership. AT&T brings a proven track record and strong commitment to public safety, as well as the commercial expertise and nationwide resources to deploy, maintain and operate the network.



This 25-year partnership offers the best overall value to America and its public safety responders – both from an investment perspective and in terms of the lifesaving technology it will put in the hands of law enforcement, fire and emergency medical personnel in communities across the nation.

FirstNet will serve...



FIRST RESPONDERS

fire, police, EMS

IN



COMMUNITIES

counties, cities, tribal, rural

ACROSS

THE NATION

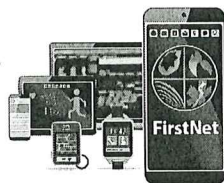


50 states, 5 territories & DC

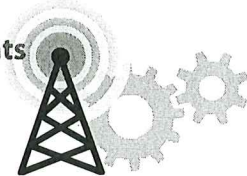
Technology first responders need to save lives, protect communities

MODERNIZED

innovative app & device ecosystem

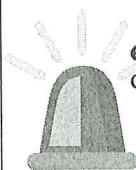


network improvements & upgrades



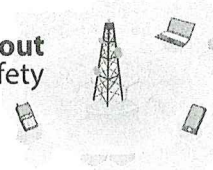
commercially proven cybersecurity solutions

PRIORITIZED



emergency communications receive highest priority

rapid buildout with public safety input



nationwide public safety solutions leveraging existing infrastructure

SPECIALIZED

robust coverage where public safety needs it



connectivity for advanced mobile data



highly available customer care



FirstNet™

Learn more at FirstNet.gov/mediakit



TOP 10 FREQUENTLY ASKED QUESTIONS



1. What is the First Responder Network Authority?

The First Responder Network Authority is the independent authority established by Congress to deliver a nationwide broadband network dedicated to public safety. The Network is strengthening public safety users' communications capabilities, enabling them to respond more quickly and effectively to accidents, disasters, and emergencies.

The First Responder Network Authority is led by a [Board of leaders and executives](#) from the public safety community; federal, state, and local governments; and the technology, finance, and wireless sectors. It has a staff of about 200 employees with expertise in public safety, telecommunications, customer service, technology, procurement, and other areas needed to develop the Network. It is headquartered in Reston, VA, and has a technology center and lab in Boulder, CO.

2. What led to the creation of the First Responder Network Authority?

The 9/11 terrorist attacks brought to the forefront the many communications challenges that first responders face during emergencies and disasters. These issues were captured in the *9/11 Commission Report*, which identified gaps in emergency communications and recommended a nationwide network for law enforcement, fire, and emergency medical personnel communications.

The public safety community united to fulfill the 9/11 Commission's recommendation. Public safety organizations and associations advocated before Congress for a dedicated, reliable wireless network for first responders. Their advocacy efforts led to the passage of legislation in 2012 to create the agency to deploy the Network in all U.S. states and territories, including rural communities and tribal nations.

3. How has public safety been involved in the vision for the FirstNet network?

Public safety officials have worked closely with the First Responder Network Authority since its inception in 2012 to ensure the Network meets first responders' needs – today and in the future. The agency's outreach and consultation efforts have connected the organization to more than 1.8 million first responders and state public safety and technology executives across the country.

Specifically, the First Responder Network Authority has consulted extensively with [state single points of contact \(SPOCs\)](#) in each of the 50 U.S. states, 5 territories, and the District of Columbia, as well as local/municipal, tribal and federal public safety leaders. It also coordinates with public safety through the [Public Safety Advisory Committee \(PSAC\)](#), which provides guidance and subject matter expertise from a first responder perspective. Public safety leaders at the national, state and local levels continue to advocate for and support deployment of the Network.

4. How was AT&T selected to build, operate, and maintain the FirstNet network?

The First Responder Network Authority and the Department of Interior made the 25-year award based on the determination of the overall best value solution for FirstNet and public safety. The buildup to the award included a fair, competitive procurement process that began in January 2016 with [release of the Network RFP](#).

The procurement process followed the Federal Acquisition Regulation (FAR) and encouraged offerors to provide innovative solutions that could meet or exceed the needs of public safety.

The procurement was open to all entities, whether traditional wireless companies or new entrants, provided their proposal could meet the RFP's statement of objectives. AT&T was selected on a best-value award that considered financial sustainability and was based on more than just a technically acceptable solution at the lowest cost. The evaluation of proposals assessed the offerors' ability to submit a cost-effective and innovative model, and to meet or exceed the 16 objectives and evaluation factors outlined in the FirstNet RFP.

5. Why is the Network being built and operated through a public-private partnership?

The First Responder Network Authority and AT&T are modernizing and improving public safety communications by leveraging private sector resources, infrastructure, and cost-saving synergies to deploy and operate the Network. This public-private model also helps keep costs down for American taxpayers. To do this, Congress used the sale of communications airwaves (or spectrum) to fund FirstNet's initial operations and help start network deployment; the \$7 billion FirstNet received in initial funding came from FCC spectrum auction revenue, not taxpayer funds.

If the federal government were to build, maintain and operate this Network, the estimated cost would be tens of billions of dollars over 25 years. [The Government Accountability Office has estimated](#) it could cost up to \$47 billion over 10 years to construct and operate the Network.

With this partnership approach, the First Responder Network Authority and AT&T do not need any additional federal funding to build and operate the Network – it is a fully funded, self-sustaining Network. In return, America's first responders get services far above and beyond what they have today over a first-class broadband network dedicated to their communications needs.

6. What are the key terms this public-private partnership?

Congress intended for the Network to be built and operated as a public-private partnership that brings together the best of the private sector, including commercial best practices, infrastructure, and resources – with the First Responder Network Authority’s public safety expertise. This approach will lead to a fully-funded, self-sustaining Network that will serve public safety for years to come. This business model is built upon the efficient use of resources, infrastructure, cost-saving synergies, and incentives, including:

- 20 MHz of federally owned spectrum and \$6.5 billion in initial funding to the partnership; in return AT&T will deploy and operate a nation-wide high-speed broadband network for public safety over 25 years.
- AT&T will invest about \$40 billion over the life of the contract to build, operate, deploy, and maintain the Network, and together with the First Responder Network Authority will help ensure the Network evolves with the needs of public safety.
- AT&T can use FirstNet’s spectrum when it is not being used by public safety for other, commercial purposes. The company will prioritize first responders over any other commercial users.
- First Responder Network Authority will oversee the contract to ensure it delivers innovation, technology and customer care to public safety through various mechanisms, including subscriber adoption targets, milestone buildouts, disincentive fees and other mechanisms outlined in the contract.

7. What will the FirstNet Network provide first responders that they don’t have today?

Today, in emergencies and at large events, heavy public use can lead to wireless communications networks becoming overloaded and inaccessible. In those instances, public safety users are treated the same as any other commercial or enterprise user, and communications can be limited due to congestion and capacity issues.

With the FirstNet Network, public safety will get a dedicated “fast lane” that provides highly secure communications every day and for every emergency. It will deliver specialized features to public safety that are not available on wireless networks today – such as priority access; preemption; more network capacity; and a resilient, hardened connection. The Network will deliver more than just a public-safety-dedicated wireless connection – it is also creating devices and apps ecosystems that will connect first responders to innovative, life-saving technologies.

8. How will the Network benefit first responders and help them do their jobs better?

FirstNet will improve communications, response times and outcomes for first responders from coast-to-coast, in rural and urban areas, inland and on boarders – leading to safer, and more secure communities. The Network will provide first responders with innovation and robust capacity so they can take advantage of advanced technologies, tools and services during emergencies, such as:

- Applications that allow first responders to reliably share videos, text messages, photos and other information during incidents in near real-time;
- Advanced capabilities, like camera-equipped connected drones and robots, to deliver images of wildfires, floods or other events;
- Improved location services to help with mapping capabilities during rescue and recovery operations; and
- Wearables that could relay biometric data of a patient to the hospital or alert when a fire fighter is in distress.

Network technology will also be tested and validated through the [FirstNet Innovation and Test Lab](#), located in Boulder, CO, so first responders will have the proven tools they need in disasters and emergencies.

9. What’s happening with FirstNet now?

All 50 states, five U.S. territories and Washington, D.C., have “opted in,” to FirstNet, meaning each has accepted its individual State Plan detailing how the network will be deployed in their state/territory.

The First Responder Network Authority’s public-private partnership with AT&T provides first responders with immediate access to mission-critical capabilities over the FirstNet network. This includes priority and preemption features that give first responders their own “fast lane” on the public safety network to communicate and share information during emergencies, large events, or other situations when commercial networks could become congested. FirstNet is the only broadband network to provide ruthless preemption for public safety.

Key FirstNet activities include:

Expanding the Network and Building Out Band 14: The First Responder Network Authority has issued work orders to deploy the RANs. This gave AT&T the green light to expand FirstNet’s footprint and deploy Band 14 capacity and coverage throughout the nation, providing first responders with the bandwidth and mission critical connections they need to communicate, share information, and use innovative technologies every day and in every emergency.

Driving public safety innovation: FirstNet is also unlocking a new technology marketplace for public safety, enabling first responders to benefit from advancements in innovation. The FirstNet App Catalog store will be filling up with FirstNet-approved mobile apps that are optimized for public safety use over the Network.

Securing emergency communications: FirstNet’s first-of-its-kind core infrastructure will give first responders the dedicated, highly secure, non-commercial network they deserve. The FirstNet Core, delivered in March 2018, provides full encryption of public safety data over FirstNet and end-to-end cyber security. FirstNet subscribers also have access to a dedicated Security Operations Center, offering 24/7/365 support.

Engaging with public safety: The First Responder Network Authority will continue to engage with public safety in the states, territories, federal agencies, and tribal nations to ensure the network meets their needs and incorporate their feedback in the design of future FirstNet products and services.

10. How can I learn more?

Stay up-to-date on the First Responder Network Authority activities and the building and deployment of FirstNet at www.firstnet.gov. Follow us on [Twitter](#), [Facebook](#) and [YouTube](#).



WHAT IS THE FIRST RESPONDER NETWORK AUTHORITY?

The Middle Class Tax Relief and Job Creation Act of 2012 (Act) created the First Responder Network Authority. The law gives the First Responder Network Authority the mission to ensure the building, deployment, operation, and maintenance of the first high-speed, nationwide wireless broadband network dedicated to public safety. The FirstNet network provides a single, interoperable platform for emergency and daily public safety communications.

The First Responder Network Authority is an independent authority within the U.S. Department of Commerce's National Telecommunications and Information Administration (NTIA). The First Responder Network Authority is governed by a 15-member Board composed of representatives from public safety; local, state and federal government; and the wireless industry. In March 2017, the First Responder Network Authority announced the selection of AT&T as its private sector network partner.

WHAT IS THE PUBLIC SAFETY ADVISORY COMMITTEE (PSAC)?

The Act required the establishment of a Public Safety Advisory Committee (PSAC). The current PSAC consists of 42 representatives from associations and organizations from all disciplines of traditional and non-traditional public safety responders as well as local, state, territorial, tribal, and federal government. There are also 2 at large members. The PSAC is led by a 5-member Executive Committee and a PSAC Chair.

The mission of the PSAC is to assist the First Responder Network Authority in carrying out its duties to build, deploy, operate, and maintain the FirstNet network. Specifically, the PSAC:

- Offers the First Responder Network Authority a public safety perspective to ensure considerations and operational constructs necessary for critical first responder communications capabilities are included in FirstNet
- Provides subject matter expertise on concepts, policies, procedures, technologies, and operational methods developed by the First Responder Network Authority and AT&T
- Conducts regular meetings to remain up to date on the progress of FirstNet

The PSAC executes its mission by assembling various task teams and working groups, and hosting webinars, on device, application, governance, adoption, and other network security, technical, and operational features related to FirstNet. With the support of the First Responder Network Authority's various advocacy and technical staff, the PSAC meets monthly to provide direct and real-time feedback, contributions, and validation to reports and recommendations.

The PSAC is currently operating a monthly webinar series with representatives from the First Responder Network Authority's Operations Office, as well as with AT&T staff. These webinars serve to validate the results of stakeholder engagement efforts by the First Responder Network Authority and AT&T, and bolster those findings with additional operational and technical best practices from the PSAC.

Additionally, a standing Tribal Working Group (TWG) provides the First Responder Network Authority advice on tribal outreach, education, and tribal consultation. The TWG is led by the PSAC's tribal representative from the National Congress of American Indians (NCAI), comprised of 15 representatives from a broad cross section of multi-tribal



organizations, and works to ensure participation by tribal jurisdictions in the FirstNet network. The TWG also provided input to the First Responder Network Authority’s Tribal Consultation Policy.

Tribal Working Group (TWG) Organizations



Affiliated Tribes of Northwest Indians	Navajo Nation
Alaska Inter-Tribal Council	National Native American Fire Chiefs Association
Alaska Native Claims Settlement Act (ANCSA) Regional Association	National Tribal Emergency Management Council
American Public Health Association-American Indian, Alaska Native, and Native Hawaiian Caucus	Northwest Tribal Emergency Management Council
International Association of Chiefs of Police-Indian Country Law Enforcement Section	Southern California Tribal Chairmen’s Association
International Association of Emergency Managers-Tribal Affairs Caucus	Tanana Chiefs Conference
Indian Country Intelligence Network	United South and Eastern Tribes
National Congress of American Indians	

WHAT WORK HAS THE PSAC COMPLETED?

Early Builders Working Group: An Early Builders Working Group (EBWG) comprised of representatives from Adams County, Colorado (ADCOM); Los Angeles Regional Interoperable Communications System (LA-RICS), California; Harris County, Texas; New Mexico; and New Jersey provided the First Responder Network Authority with early builder lessons learned and key performance indicators (KPIs) that assisted in planning for the FirstNet network.

Application/Use Cases: The PSAC developed use cases to illustrate how the envisioned technology, network, and applications could support incident response specific to each discipline.

Eligible Users: The PSAC developed a list of proposed eligible FirstNet network users and related definitions. This list informed the public notices the First Responder Network Authority released related to the definition and scope of public safety entities qualifying for use of the FirstNet network.

Human Factors: The PSAC analyzed the human elements that the First Responder Network Authority should consider when designing the FirstNet network, potential user issues, and how the FirstNet network will impact operations for first responders.

Identity, Credential, and Access Management (ICAM): The ICAM task team explored issues that public safety agencies experience today due to the lack of interoperable ICAM solutions; documented recommended initial governance rules for ICAM use in public safety; proposed a framework for onboarding agencies into the use of federated identity; and examined potential existing ICAM solutions. The framework developed by this task team was incorporated into the



request for proposal (RFP) that the First Responder Network Authority released soliciting a private sector partner to build, operate, maintain, and improve the FirstNet network.

Location Based Services (LBS): The PSAC provided feedback on and validated key takeaways from an LBS use case report developed by the First Responder Network Authority to better understand drivers of the operational needs for horizontal and vertical accuracy.

Local Control: The Local Control task team provided recommendations to further define and refine the operational requirements of the First Responder Network Authority's Local Control application. The recommendations from this task team were incorporated into the FirstNet network RFP.

Mission Critical Push to Talk: The PSAC reviewed the findings of a Mission Critical Push to Talk (MCPTT) survey distributed to stakeholders by the First Responder Network Authority. This survey examined devices, features, and accessories; the MCPTT ecosystem; and those items most important for early adoption and land mobile radio transition.

Preparing for Adoption: The PSAC researched and recommended important public safety network elements as "differentiators" of the FirstNet network to use in conversations with agencies as they prepare for network adoption. They also developed a checklist to guide public safety entities and agencies in understanding key considerations necessary for adequately preparing to adopt the FirstNet network.

Priority and Preemption: The Priority and Preemption task team offered recommendations on an initial framework for implementing access prioritization, user preemption, and application prioritization on the FirstNet network.

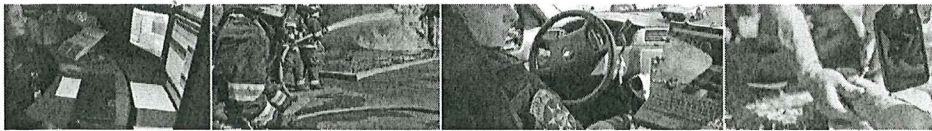
Public Safety Grade: The Public Safety Grade task team proposed an initial methodology and framework for prioritizing and implementing public safety grade hardening recommendations.

User Equipment: The User Equipment task team recommended functional objectives and ergonomic considerations of Band 14 broadband user equipment and devices that will meet the operational needs of first responders.

User Profiles: The User Profiles task team advised the First Responder Network Authority on how to establish Day 1 profile templates to facilitate how a locality influences the network; and how to register public safety agencies, provision devices and users, and manage identities, credentials, and attributes. These Day 1 user profiles were essential to driving early adoption and successful initial use of the FirstNet network.

WHERE CAN I FIND MORE INFORMATION ON THE PSAC?

For questions on the PSAC and its activities, please contact PSAC@firstnet.gov or visit the [First Responder Network Authority website](#).



Public Safety Advisory Committee

AASHTO	American Association of State Highway & Transportation Officials	Russ Buchholz
APCO	Association of Public-Safety Communications Officials-International	Martha Carter
APWA	American Public Works Association	Philip R. Mann
FCCA	Forestry Conservation Communications Association	Lloyd Mitchell
GHSAC	Governors Homeland Security Advisors Council	Major General Arthur Logan
IAB	Interagency Board	Chief Chris Lombard
IACP	International Association of Chiefs of Police	Mark Dunaski
IAEM	International Association of Emergency Managers	Joseph R. Sastre
IAFC	International Association of Fire Chiefs	Chief Gary McCarraher
ICMA	International City/County Management Association	Mark L. Ryckman
IMSA	International Municipal Signal Association	Paul Szoc
MCCA	Major Cities (Police) Chiefs Association	Chief Jonathan Lewin
MCSA	Major County Sheriffs of America	Mel Maier*
Metro Chiefs	Metropolitan Fire Chiefs Association	Chief Mike Duyck*
NACo	National Association of Counties	Len Humphries
NAEMT	National Association of Emergency Medical Technicians	Don Lundy
NARC	National Association of Regional Councils	Curt Hagman
NASCIO	National Association of State Chief Information Officers	Darryl Ackley
NASEMSO	National Association of State EMS Officials	Paul R. Patrick**
NASNA	National Association of State 9-1-1 Administrators	Blake DeRouchey
NASTD	National Association of State Technology Directors	Charlie Sasser
NATOA	National Association of Telecommunications Officers and Advisors	Barry Fraser
NCAI	National Congress of American Indians	<i>Vacant</i>
NCJA	National Criminal Justice Association	John M. Sweeney
NCSL	National Conference of State Legislators	Brian Feldman
NCSWIC	National Council of Statewide Interoperability Coordinators	Todd Early*
NEMA	National Emergency Management Association	Jeff Stern
NEMSMA	National EMS Management Association	Jonathan Olson
NENA	National Emergency Number Association	Dan Henry
NGA	National Governors Association	Jimmy Gianato
NLC	National League of Cities	Yucel (u-jel) Ors
Nlets	The International Justice and Public Safety Network	Frank Minice
NPSTC	National Public Safety Telecommunications Council	Chief Douglas Aiken
NSA	National Sheriffs' Association	Sheriff Larry D. Amerson
NVFC	National Volunteer Fire Council	Chief C. Reid Vaughan
SEARCH	National Consortium of Justice Information Statistics	Mark Perbix
USCM	U.S. Conference of Mayors	<i>Vacant</i>
At Large	SAFECOM EC	Michael Murphy
At Large	Fire Non-Management First Line Responder	Lieutenant Billy Freeman
At Large	Police Non-Management First Line Responder	James N. Mann
Federal	U.S. Department of Homeland Security	Kraig Moise
Federal	U.S. Department of Justice	David M. Rogers

* Denotes member of PSAC Executive Committee ** Denotes Interim PSAC Executive Committee Chair



U.S. states/territories are onboard with FirstNet



FirstNet



State Plans



Opt ins

FirstNet is a reliable, secure broadband network dedicated to public safety. It will be a force-multiplier for first responders, giving them the modern communication tools they need to save lives and keep communities and themselves safe.

Each state, territory and Washington, D.C. received a customized, digital State Plan outlining how FirstNet will be deployed for their public safety community.

All 50 states, 5 territories, and Washington DC accepted the FirstNet plan, meaning the First Responder Network Authority and AT&T will deploy, maintain and operate their state/territory Radio Access Network (RAN) at no cost to the states/territories for 25 years.

Joining FirstNet puts first responders first



With all possible states/territories opted in, our nation's first responders now have access to a modern, interoperable communications network dedicated to helping them save lives and protect communities – every day and in every emergency.

Benefits of opt in

States/territories on FirstNet

FirstNet – the network public safety fought for and needs for its vital mission – is a reality, delivering nationwide interoperability and key features now:

- Priority & preemption
- Better sustainability
- Greater security
- More efficiencies
- Enhanced coverage & capacity



50
States

6
Territories and
Washington DC

What's coming in 2018



Expanding FirstNet: The First Responder Network Authority will issue work orders to deploy RANs in opt in states/territories, giving AT&T the green light to expand the network to provide the bandwidth and mission-critical connections for public safety users



Securing emergency communications: FirstNet's first-of-its-kind core infrastructure will give first responders a dedicated, highly secure network with full encryption and end-to-end cybersecurity



Driving innovation: FirstNet will unlock a new technology marketplace for public safety, enabling first responders to benefit from the latest lifesaving technologies and applications



Consultation with public safety: The First Responder Network Authority will continue to engage with public safety, states, territories, federal agencies, and tribal nations to ensure the network meets their needs

Learn more at FirstNet.gov | follow us on





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