

# HAMPSTEAD PLANNING BOARD

11 Main Street, Hampstead New Hampshire 03841-2033

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## Site Application Information

This information is provided as a guide to the Preliminary Application filing information required. For the complete detail see the Site Plan Regulations of the Town of Hampstead.

Map 10, Lot 4                      Blue Sky Towers, LLC; Hampstead Kent Farm Road; Site Number: NH-5018

Map/Parcel    Project Name

311 Kent Farm Road, Hampstead, NH 03841

Project Address

### Site Plan Regulations Section 7 Procedure

#### 7.02 Site Plan Review Application

##### A. Filing

1. The Applicant shall file with the designated agent:

- (a) three (3) copies of the completed Application Form;
- (b) five (5) copies of a Site Plan which complies with Section 8 of these Regulations;
- (c) sufficient legible copies of the Site Plan, reduced in size to no more than 11 x 17 inches, to provide twelve (12) copies to the Board and one (1) copy to each Abutter and to each Town Official referred to in Section 5.02L;
- (d) three (3) copies of any construction plans;
- (e) the appropriate filing fee based upon the fee schedule as may be set by the Board and
- (f) if the Applicant signs the form rather than the owner, certification that the Applicant is agent for the owner.

**RECEIVED**

DEC 12 2016

HAMPSTEAD  
PLANNING BOARD

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## Site Application Information

2. Completed applications must include all of the items listed in subsection 7.02 A. (1) and must be filed with the designated agent no later than the third Monday prior to a regular meeting of the Board in order to be considered by the Board at such meeting. If any of the items listed in subsection 7.02 A. (1) are missing or incomplete as of the filing deadline, the Application shall not be placed on the agenda for the next Planning Board meeting. A work session at which no vote may be taken is not a regularly scheduled meeting of the Board.

### Notice to Abutters and Public

The Board shall notify the Applicant and all listed Abutters of its intent to consider an Application, by certified mail mailed not less than ten (10) days prior to the date for official submission to the Board of a completed Application. Such notice shall contain a general description (supplied by the Applicant) of the proposal and shall identify the Applicant and the location of the proposal and a reduced size copy of the Plan. The Applicant is responsible for the preparation of the mailing including the completed certified mailing forms. The Board will do the actual mailing and receive back the signed certified mail receipt card. For the purposes of notification any professional that seals and signs the plan is to be considered an abutter and notified as such. The Board shall also post such notice in two (2) public places in the Town and publish the notice in a local newspaper within 10 days of the date of the meeting date.

I certify that this application is complete and all required supporting documentation is provided.

**Applicant: Blue Sky Towers, LLC**  
**Co-Applicant: T-Mobile Northeast, LLC**  
**Co-Applicant: Town of Hampstead**

Print Applicant Name

*Earl W. Duvall*

Signature of Applicant *Attorney for Applicant* Date *12/9/16*

Signature of Planning Board

Date Received



# HAMPSTEAD PLANNING BOARD

11 Main Street, Hampstead New Hampshire 03841-2033

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Site Application

TOWN ENGINEER Nicholas J. Cricenti, Jr. PE

1<sup>ST</sup> PUBLIC HEARING DATE \_\_\_\_\_

65-Day Deadline \_\_\_\_\_

Time Extension \_\_\_\_\_

DESCRIPTION OF PROPOSAL \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Blue Sky Towers, LLC Co-Applicants: T-Mobile Northeast, LLC and Town of Hampstead

Print Applicant Name \_\_\_\_\_

Earl W Duval attorney for Applicant 12/9/16  
Signature of Applicant Date

Signature of Planning Board Agent \_\_\_\_\_ Date \_\_\_\_\_

# HAMPSTEAD PLANNING BOARD

11 Main Street, Hampstead New Hampshire 03841-2033

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## Abutters List

The Abutters list shall include the names and addresses of all abutters, the owner, developer, and applicant. An abutter means any person whose property is located in New Hampshire and adjoins or is directly across the street or stream from the land under consideration by the local land use Board. For more detail see RSA 672:3.

Per RSA 672:3 amended by Senate Bill 66 which went into effect July 15, 1995 now requires that every engineer, architect, land surveyor or soils scientist whose professional seal appears on any plat submitted shall be notified as an abutter.

# HAMPSTEAD PLANNING BOARD

11 Main Street, Hampstead New Hampshire 03841-2033

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## Application for Approval Under the Site Plan Regulations

The undersigned applicant/owner hereby submits to the Hampstead Planning Board a Final Site Plan entitled Blue Sky Towers, LLC; Site Name: Hampstead Kent Farm Road; Site Number: NH-5018; Address: 311 Kent Farm Road Hampstead, NH 03841; Dated 12/02/16 and respectfully requests its approval of said plan. In consideration for approval and the privileges thereto, the applicant/owner hereby agrees:

1. To carry out the improvements agreed upon and as shown and intended by said plan, including any work made necessary by unforeseen conditions which may become apparent during construction.
  2. To provide and install standard street signs as approved by the Town of Hampstead for all street intersections.
  3. To give the Town on demand, proper deeds for land or right-of-way reserved on the Plan for streets, drainage or for purposes as agreed upon.
  4. To save the Town harmless from any obligation it may incur, or repairs it may make, because of my failure to carry out any of the foregoing provisions.
  5. To make no changes whatsoever in the Final Plan as approved by the Board unless a revised Plan or a re subdivision is submitted and approved by the Board.
  6. To execute the Planning Board's standard Performance Guarantee in the form of Attachment A, hereto, secured by a cash bond, or irrevocable letter of credit in the form of Attachment B, hereto, to guarantee completion of the improvements as shown on the Plan and related drawings, such bond to expire no sooner than sixty (60) days after the date call for final completion of all improvements as set forth on the attached Performance Guarantee Bond.
  7. Mr. Earl W. Duval, Esquire of Duval & Klasnick LLC, Attorney for the Applicant is hereby designated as the person on whom all communications to the subdivision may be addressed and the person whom legal process may be served in connection with any proceedings arising out of the agreement herein.
  8. Tax Map/Parcel Map 10, Lot 4
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Town of Hampstead

Date

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Owner Include names and addresses of all persons with 10% or more interest

Date

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Owner Name and Address

See Redacted Lease Agreement (Exhibit 2) Date 12/9/16

Signature of Owner of Record

President or Treasurer if a Corporation

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# HAMPSTEAD PLANNING BOARD

11 Main Street, Hampstead New Hampshire 03841-2033

## Fee Schedule

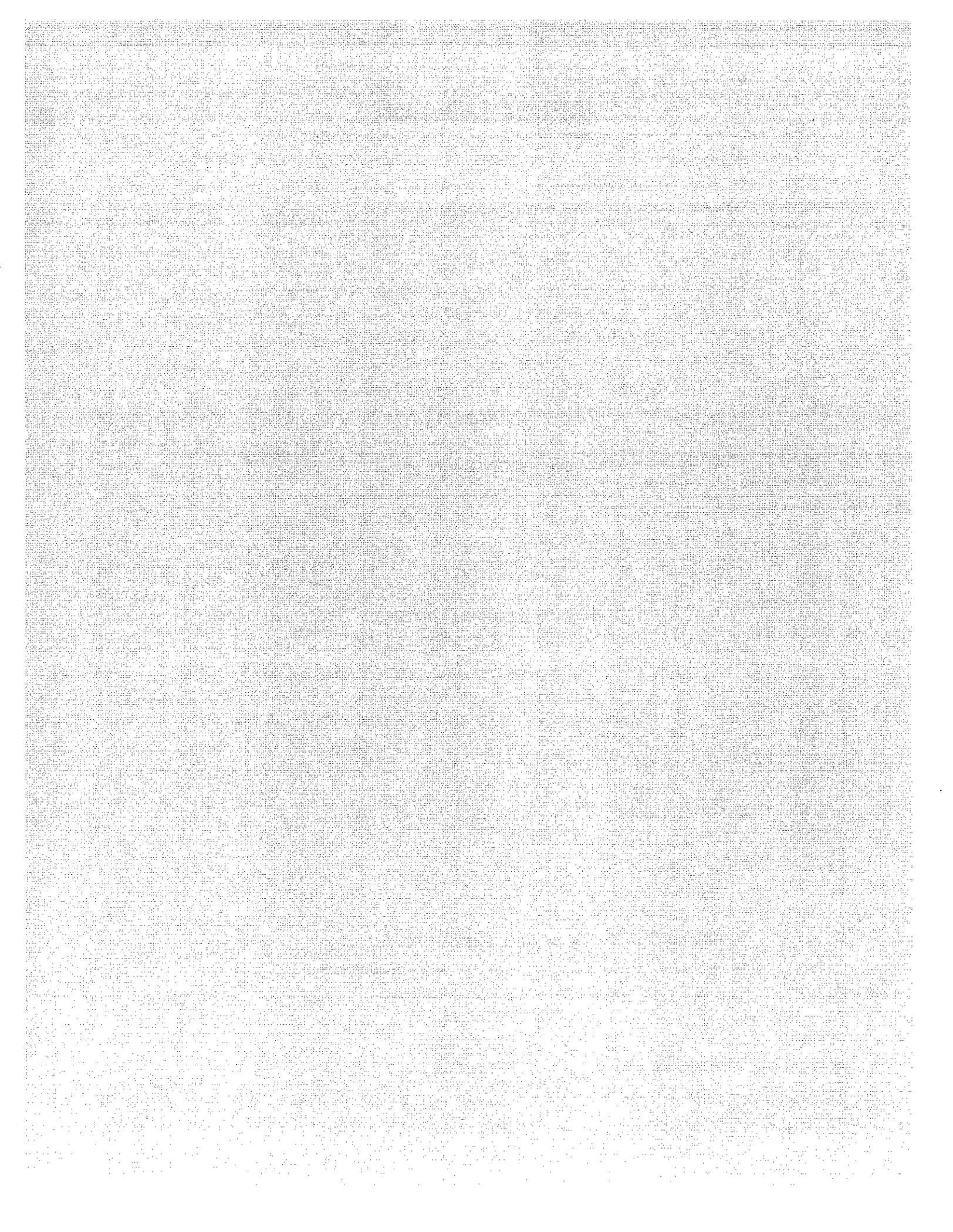
Map/Parcel	Name		
	SUBDIVISION PLAN	\$100.00	_____
	SITE PLAN	\$100.00	_____ 100 _____
	RECORDING	\$ 50.00	_____
	LOT LINE ADJUSTMENT	\$ 30.00 each lot	_____
	MERGER OF LOTS	\$ 25.00	_____
	<b><u>1<sup>ST</sup> PUBLIC HEARING</u></b>		
	Certified Letter @	\$ 8.00	_____
	Legal Advertisement	\$100.00	_____
	<b><u>RECORDING FEES at ROCKINGHAM COUNTY REGISTRY OF DEEDS</u></b>		
	<b>Subdivision per sheet:</b>		
	First Two Lots	\$ 30.00 per lot	_____
	Lots #3 to #10	\$ 25.00 per lot	_____
	Lots #11 to #2	\$ 20.00 per lot	_____
	Over 20 Lots	\$ 15.00 per lot	_____
	<b><u>Registry Fees</u></b>		
	8 1/2" x 11"	\$ 25.00	_____
	11" x 17"	\$ 25.00	_____
	17" x 22"	\$ 30.00	_____
	22" x 34"	\$ 35.00	_____
	Legal Fee LCHIP check	\$ 25.00	_____
	Department Heads Plan Review	\$500.00	_____
	Other		_____
	<b>TOTAL</b>		_____

Authorized per RSA 676:4



## ABUTTERS LIST

	PARCEL	OWNER	OWNER ADDRESS
①	9-24	H & C ASHFORD, LLC	P.O. BOX 219 HAMPSTEAD, NH 03841
②	9-48	PETER L. HESS	263 KENT FARM ROAD HAMPSTEAD, NH 03841
③	9-49	PATRICK T. GODFREY	255 KENT FARM ROAD HAMPSTEAD, NH 03841
④	10-6	HASAGO, LLC	9 POND LANE ATKINSON, NH 03811
⑤	10-8	TOWN OF HAMPSTEAD	11 MAIN STREET HAMPSTEAD, NH 03841
⑥	10-24	TOWN OF HAMPSTEAD	11 MAIN STREET HAMPSTEAD, NH 03841
⑦	10-25	CHARLES J. VAILLANT	300 WHEEL WRIGHT ROAD HAMPSTEAD, NH 03841
⑧	10-26	SHAWN F. RAPOSA	199 WHEEL WRIGHT ROAD HAMPSTEAD, NH 03841
⑨	10-27	DAVID J. DESIMONE, TRUSTEE DJD FAMILY TRUST	193 WHEEL WRIGHT ROAD HAMPSTEAD, NH 03841
⑩	10-31	LAWRENCE TRAHAN, LLC	P.O. BOX 688 HAMPSTEAD, NH 03841
⑪	10-36	TALIA & ALLYSA REALTY, LLC	164 PLAISTOW ROAD PLAISTOW, NH 03865
⑫	10-37	KARL E. SCHLICHTE	70 HIGHLAND DRIVE DANVILLE, NH 03819
⑬	10-38	MSA PROPERTIES, LLC	P.O. BOX 194 HAMPSTEAD, NH 03841
	PROPERTY OWNER	TOWN OF HAMPSTEAD	11 MAIN STREET HAMPSTEAD, NH 03841
	DEVELOPER/ APPLICANT	BLUE SKY TOWERS, LLC	352 PARK STREET, SUITE 106 NORTH READING, MA 01864
	SITE ENGINEER	PROTERRA DESIGN GROUP, LLC JESSE MORENO, PE	4 BAY ROAD BUILDING A; SUITE 200 HADLEY, MA 01035
	SURVEYOR	NORTHEAST SURVEY CONSULTANTS TIMOTHY J. WINNINGS, PLS	116 PLEASANT STREET SUITE 302 EASTHAMPTON, MA 01027

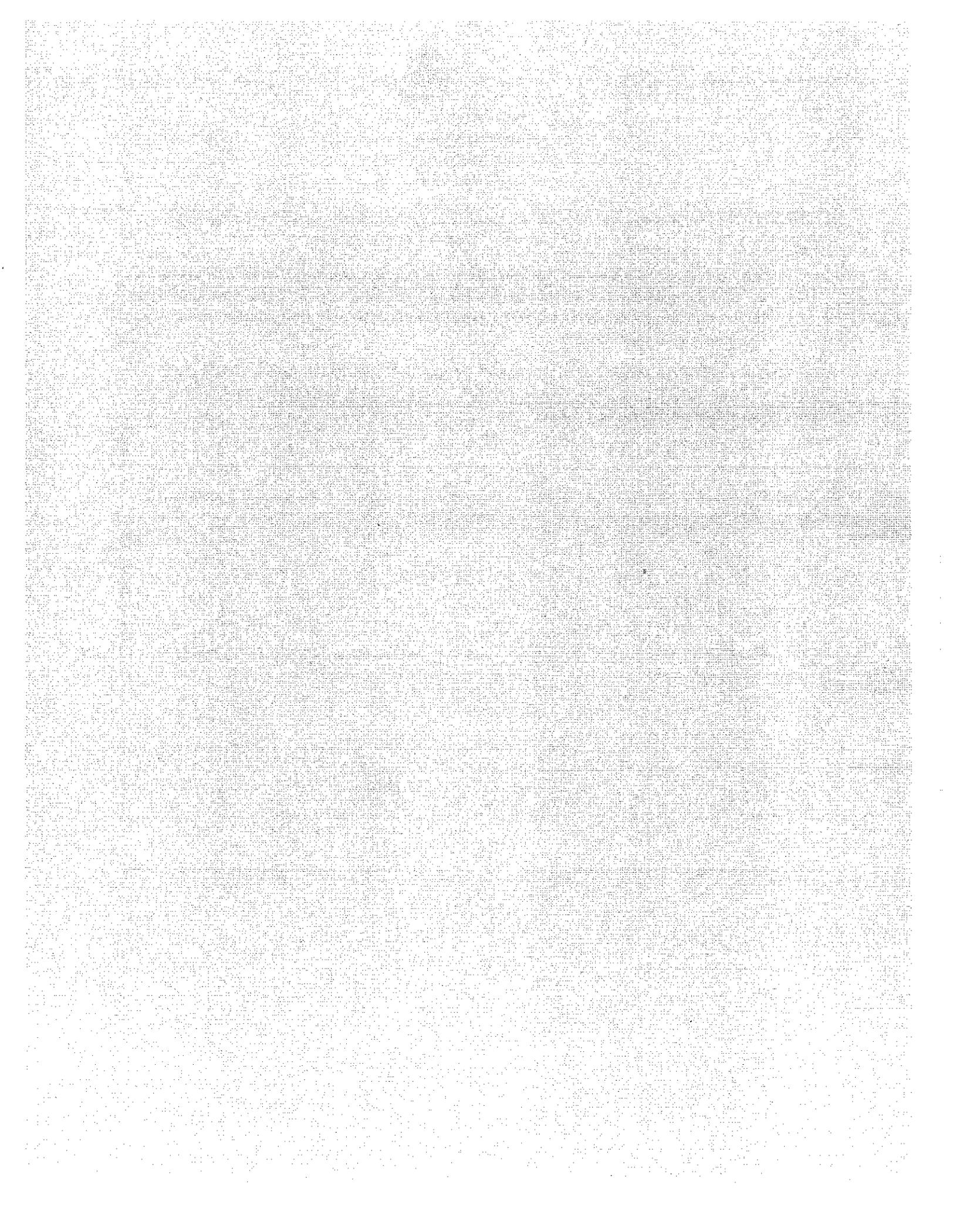


**LEGAL NOTICE  
PLANNING BOARD  
HAMPSTEAD, NEW HAMPSHIRE  
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Planning Board will hold a public hearing on the following application on January 3, 2016 at \_\_\_\_\_ in the Hampstead Town Hall on the following:

**Petition of Blue Sky Tower Partners (Applicant), T-Mobile Northeast, LLC (Co-Applicant) and the Town of Hampstead (Co-Applicant) for Site Plan Review for a 180' multi-user Communication Tower and fenced equipment area at 311 Kent Farm Road (Owner: Town of Hampstead), Map 10, Lot 4, Zone Commercial C-3.**

PERSONS INTERESTED IN THE ABOVE PETITION MAY ATTEND THE MEETING IN PERSON OR BY COUNSEL AND IF YOU ARE AFFECTED BY THE PETITION, YOU MAY STATE REASONS WHY THE ABOVE APPLICATION SHOULD OR SHOULD NOT BE GRANTED.



# TOWN OF HAMPSTEAD

## STATEMENT IN SUPPORT OF APPLICATION FOR SITE PLAN REVIEW

**APPLICANT:** Blue Sky Towers, LLC (“Blue Sky”)  
**CO-APPLICANT:** T-Mobile Northeast, LLC (“T-Mobile”)  
**CO-APPLICANT:** Town of Hampstead (“Town”)  
**SITE ADDRESS:** 311 Kent Farm Road  
**PARCEL NUMBER:** Map 10, Lot 4  
**ZONING DISTRICT:** Commercial (C-3)

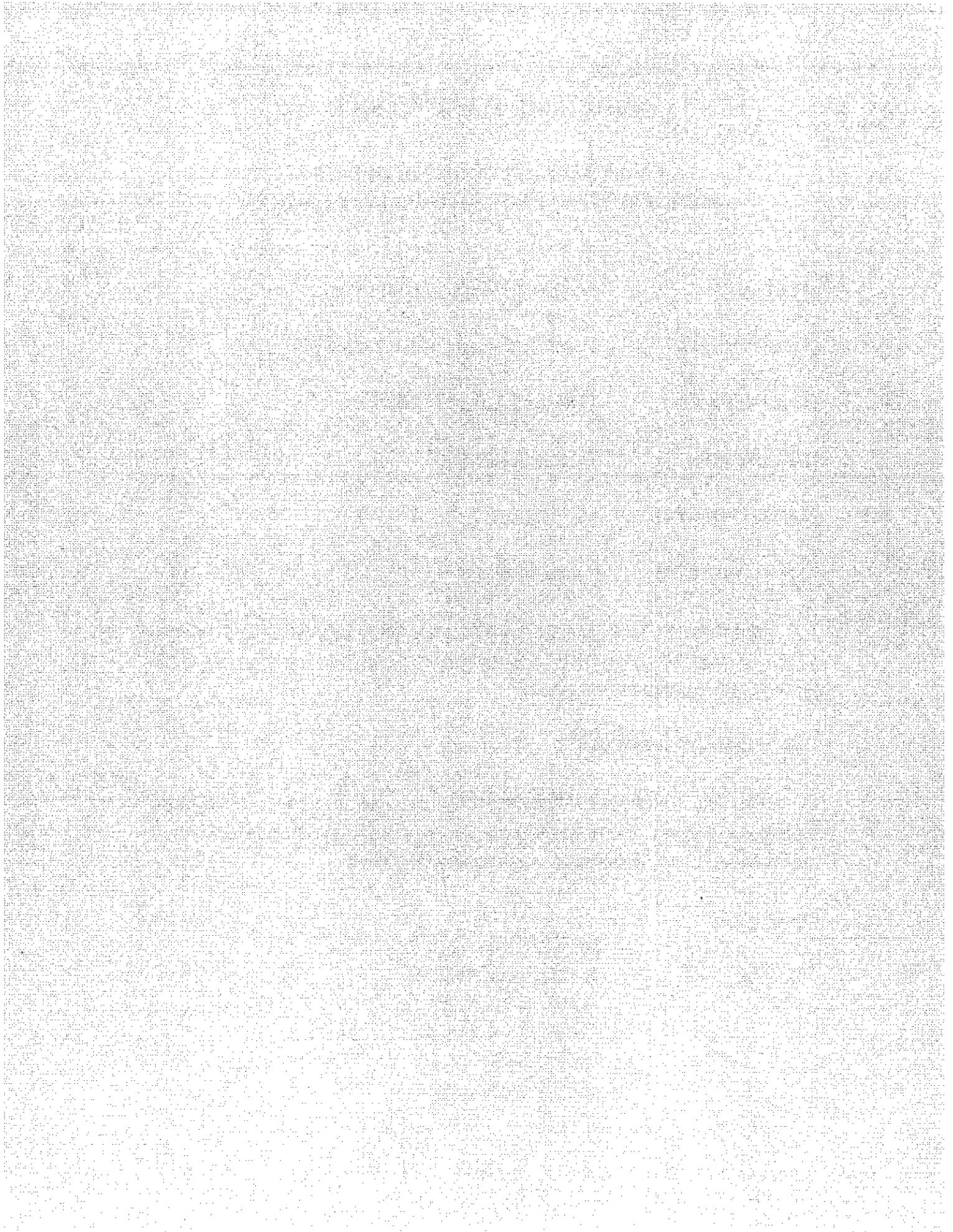
This Statement in Support of Application for Site Plan Review for a Wireless Communications Facility is respectfully submitted by the Applicant and Co-Applicants to the Town of Hampstead Planning Board.

### I. PROJECT SUMMARY

Blue Sky Towers, LLC (“Blue Sky”) is a developer of wireless infrastructure. Blue Sky engineers, deploys, owns and operates technologically advanced shared wireless infrastructure, including an extensive network of towers.

***Representative:***

Duval & Klasnick LLC  
210 Broadway, Suite 204  
Lynnfield, MA 01940  
Earl W. Duval, Esquire  
(781) 873-0023  
[eduval@dkp-law.com](mailto:eduval@dkp-law.com)



Blue Sky has entered into an agreement with the Town of Hampstead for the installation of a monopole and for ground space for the installation of the proposed equipment. By the terms of the lease agreement dated May 9, 2016, Blue Sky has the right to apply for and obtain any and all necessary licenses and permits for the operation of a commercial communications facility.

Blue Sky proposes to install a 180 foot monopole type telecommunications tower capable of accommodating up to 5 wireless service providers on the 45 acre Town-owned parcel at 311 Kent Farm Road in the Town of Hampstead. The parcel is currently used as the transfer station for local residents. The tower will be surrounded by a 70' x 70' - 6' tall fenced compound topped with three strands of barbed wire for added security.

T-Mobile will locate its antennas at 176' above ground level on the proposed monopole and place its equipment on concrete pads within a 10' x 30' lease area within the fenced compound. T-Mobile will also place a propane 7.5KW back-up generator to be used for back-up power only in the event of an emergency within this lease area, with a 120 gallon LP tank on a 3' x 3' concrete pad. T-Mobile will place 9 panel antennas, 9 remote radio heads, and 1 2' microwave dish antenna connected via co-axial cabling that will be run down the interior of the monopole over an ice bridge to the proposed ground based equipment. Pad mounted transformers will be located outside of the fenced compound area, but within Blue Sky's leased area.

The Town of Hampstead Fire Department will place a 6' collinear antenna with a ring mount at the top of the tower that will extend to approximately 186' above ground level and two (2) yagi antennas with chain mount at 130 feet above ground level. The Town will place its equipment within a cabinet and a 10KW propane generator for back-up power in the event of an emergency on an 8' x 8' concrete pad. The emergency generator will operate only when there is a power outage. The Fire Department will place two 100 gallon LP tanks on an 8' x 8' concrete pad. The Fire Department's antennas will be connected to the ground from the monopole tower over an ice bridge.

Access to the site will be over a 20' wide access easement from a public right of way following both existing and proposed gravel driveways. The existing gravel driveway is approximately 1,120 feet. The proposed gravel driveway is approximately 330 feet. The compound will be locked, with entrance through double 6' gates. A proposed 12' x 25' parking and turnaround area will be adjacent to the gates. Utilities will run underground and overhead from an existing utility pole approximately 50 feet west of the site as shown on the plans and according to utility company specifications.

On November 08, 2016, the Applicant performed a balloon test on the property from the hours of 7:03 am through 1:50 pm. A red 6' diameter balloon was flown with the bottom of the balloon at 180 feet above ground level. As a result of the balloon test, photo simulations were prepared to represent the visibility of the proposed facility from various vantage points in and around the facility. The photo simulations are attached as Exhibit 7.

*See Exhibit 1, Site Plans*

*See Exhibit 2, Redacted Lease Agreement*

*See Exhibit 3, T-Mobile Antenna Specifications*

*See Exhibit 4, T-Mobile Generator Specifications*

*See Exhibit 5, Town Antenna Specifications*

*See Exhibit 6, Town Generator Specifications*

*See Exhibit 7, Photo Simulations*

The site is unmanned and when operational, will not generate substantial amounts of traffic. Trips to and from the facility will be limited to once or twice a month, on average, by maintenance personnel. Blue Sky agrees to ensure that the ground space, the fence, and the equipment will be maintained for the duration of the use of the site.

The facility will comply with all requirements of the FAA, FCC and all other relevant regulatory local, state and federal agencies. No lighting of the Communications Tower will be necessary by the FAA.

*See Exhibit 8, FAA Determination*

*See Exhibit 9, Radio Frequency Emissions Report*

## **II. COVERAGE GAP**

### **A. T-MOBILE'S COVERAGE GAP AND NEED FOR THE PROPOSED FACILITY**

T-Mobile currently has a significant gap in its wireless network in the Town of Hampstead. A wireless Telecommunications Facility is necessary in this location to close this significant gap in T-Mobile's network coverage and will allow T-Mobile to fulfill its objective of providing such coverage pursuant to its Federal Communications Commission ("FCC") licenses.

The proposed facility is part of a national network of sites and will include improved voice and data services through the use of the new Long Term Evolution technologies focusing on high capacity and speed. The service will also include an enhanced 911 capability which is critical so that first responders can pinpoint the location of callers within the service area.

In determining that the proposed site is necessary to close the significant gap in coverage, T-Mobile has evaluated topographical features in the area, proximity to the targeted service area, ground and structure elevations, antenna equipment and anticipated propagation from the site. Based upon its review, T-Mobile has determined that the proposed facility, at the proposed height and location, is necessary to close the significant gap in wireless service in this area of Hampstead.

The Applicant has commissioned a Radio Frequency Non-ionizing Electromagnetic Radiation Report to calculate the radio frequency exposure from the proposed facility including T-Mobile and up to 4 additional wireless service providers. The Report confirms that the emissions will be well below the FCC limits for personal wireless communications systems. The proposed Communications Tower will not interfere with public safety communications, commercial television and/or radio signals and other licensed forms of radio frequency communications. All equipment will be compliant with FCC requirements as well as health and safety standards.

*See Exhibit 9, Radio Frequency Emissions Report*

*See Exhibit 10, T-Mobile Existing and Proposed Radio Frequency Coverage Maps*

*See Exhibit 11, T-Mobile Radio Frequency Statement*

*See Exhibit 12, T-Mobile FCC Licenses*

## **B. TOWN OF HAMPSTEAD FIRE DEPARTMENT'S COVERAGE GAP AND NEED FOR THE PROPOSED FACILITY**

The Fire Department's communications antennas are currently mounted to the Town's water tank located on Cardinal Lane, and sometimes referred to as "Freedom Hill". The Town's repeater system and ground based equipment is currently housed in a water tank meter building. The installation of antennas on the top of the monopole extending to 186' above ground level and 130' above ground level will increase the

transmitting and receiving capability and will provide for better coverage to meet the Town's emergency communications needs.

The ground based equipment cabinet will be located inside the equipment compound. By locating the ground based equipment cabinet inside the equipment compound, the Fire Department will have better access to the equipment for maintenance and upgrades. The new equipment cabinet will keep the equipment safe with increased reliability of the components.

*See Exhibit 13, Town Existing and Proposed Radio Frequency Coverage Maps*

### III. COMPLIANCE WITH SITE PLAN REVIEW REGULATIONS

Pursuant to the Hampstead Zoning Ordinance, a Communication Tower on Town-owned property in the C-3 Zoning District is allowed as of right pursuant to Site Plan Review by the Planning Board in accordance with the guidelines set forth in the Hampstead Site Plan Review regulations.

The applicable section of the Site Plan Review regulations will be set forth below in **BOLD** with the explanation of how the proposed project complies with each section or a detailed waiver request set forth below in *italics*.

**5.02 All Site Plans: This Section sets forth certain general requirements that apply to all Site Plans in the Town of Hampstead.**

**A. State Grid Coordinates: All surveys, control and boundary information shall have at least two (2) ties to the State Grid Coordinate System.**

*The Site Plans, attached hereto as Exhibit 1, comply with the requirements of this section.*

**B. U.S.G.S. Data: All contours, profiles and other elevations shall refer to current NGVD 29 Datum**

*The Applicant respectfully requests a waiver from this Section. The Applicant used NAVD88 datum. The NAVD88 vertical datum is more current than the NGVD29 datum. The FAA requires wireless telecommunication towers to be in NAVD88. Converting the project to the older datum would lead to confusion during the construction process and could lead to mistakes. For these reasons, a waiver is requested.*

**C. Buffer Strip:** As set forth in the Town of Hampstead Zoning Regulations Article VI-12.

*The Site Plans, attached hereto as Exhibit 1, comply with the requirements of this section.*

**D. State Approvals:** Copies of all Applications to the State of New Hampshire for approval of the design of on-site septic systems, for "Site Specific" Approval, for dredge and fill permits, for driveway cuts, or for any other permit or approval required by the State of New Hampshire with regard to the Site Plan must be filed with the Application. Approval of any Final Application will be conditioned upon filing with the Board of evidence of the issuance of all such State approvals.

*The Applicant submits that there is no on-site septic system required for the proposed use or any other State required approvals for which the Applicant must apply.*

**E. Conveyances to Town:** Before recordation of a Final Plan requiring new road construction or the extension of municipal services, the owner shall transfer to the Town of Hampstead by Warranty Deed, all lands not platted for residential use and common area green spaces and recreational areas, or if commercial/industrial, for that use. Open spaces of adequate proportions and suitably located streets may be required to accommodate existing and prospective traffic and to afford adequate light, air, and access of fire-fighting apparatus to buildings and equipment and be coordinated to pose a convenient system. The lands described above shall include but not be limited to, the following categories: Public parks, recreation areas, recreation easements, open space, road rights-of-way, future extension requirements for roads, strips of land reserved for access to abutters and/or future streets, all other rights-of way or dedicated lands.

*The Applicant does not propose new road construction or the extension of municipal services, and as such, this section E does not apply.*

**F. Unsuitable Land:** Land of such character that it cannot be safely used for building purposes because of danger to health or peril from fire, flood or other hazard shall not be platted for occupancy, nor for other use which would tend to increase the danger to health, life or property or aggravate the flood hazard. Land subject to periodic flooding, poor drainage or other hazardous conditions, shall not be developed. Land with unsuitable soil or inadequate capacity for individual sanitary sewerage disposal systems shall not be developed unless connected to a

common sewer system. No land described above and no land designated as Flood Zone or shown to be bog, marsh, swamp area, area of high water table, or designated as wetlands as set forth in the Town of Hampstead Zoning Ordinance Article II-2, or any similar situation, or area necessary for the protection of aquifers which may serve as future sources of drinking water for the Town, or with slopes in excess of thirty-three percent (33%), or ledge which is exposed or lying within four (4) feet of the soil surface, or which is subject to an easement or a right-of-way in favor of the Town, County, State, Federal Government, or any third party shall be developed. Any land covered by any soils listed by the New Hampshire Water Supply and Pollution Control Commission as Group 5 and Group 6, shall likewise not be developed. In the event that property proposed for Site Plan Review Approval contains any land, soils or natural features described in this Subsection, the Applicant shall, at the discretion of the Board, submit as part of the Application the report and associated plan of a certified soil scientist as defined in RSA 310-A:76 who has performed a High Intensity Soil Survey of the property.

*The land on which the proposed Communication Tower will sit can be used safely and poses no danger to health or peril from fire, flood or other hazard. The land is not subject to periodic flooding, poor drainage or other hazardous conditions and is not designated as a flood zone. The land is not covered by any soil listed by the New Hampshire Water Supply and Pollution Control Commission as Group 5 and Group 6. Given that the property proposed for Site Plan Review Approval does not contain any land, soils or natural features described in this Section, the Applicant requests a waiver from the requirements that a High Intensity Soil Survey of the property is performed.*

**G. Ledge:** All areas of exposed ledge shall be identified and plotted on any Plat submitted to the Board.

*All areas of exposed ledge are identified and plotted on the Site Plans submitted hereto with the Application as Exhibit 1,*

**H. Protection of Natural Features:** Due regard shall be shown for all natural features, such as trees, water courses, scenic points, rare plant or animal species, historic spots and similar community assets, which if preserved, will add attractiveness and value to the Development or preserve the natural resources of the Town. Where appropriate, the Board may require the Applicant to dedicate lands or grant conservation easements to the Town to protect such resources.

*Due regard will be given for the preservation and protection of all natural features to the greatest extent possible.*

**I. Disturbing Environment:** No person who is required to submit an Application for approval of a Development pursuant to these Regulations shall commence the construction of roads within the land proposed to be developed or clear the land of natural vegetation or place any artificial fill thereon or do any other act or acts which will alter the natural state of the land or environment, unless and until the Site Plan relating thereto has been submitted and approved in accordance with the requirements of these Regulations. Nothing in this paragraph shall be construed to prevent such preliminary ground surveys, marking by stakes, engineering studies, inspections, and testing (including test borings and test pits) as may be necessary to evaluate the suitability of the land for development and to assemble the information required to be shown on a Site Plan, provided, however, that such preliminary surveys, staking, studies, inspection and testing shall be accomplished with the minimum disturbance or alteration of the natural state of the land environment.

*Any clearing of land or natural vegetation, or placement of artificial fill will not occur unless and until the Site Plan has been approved by this Board. A Disturbance Summary can be found on Sheet A-1 of Exhibit 1, the attached Site Plans. Details on the driveway surface, grass lined swale, dewatering basin, plunge pool, vegetated slope treatment, and erosion control barrier can be located on Sheets D-1 and D-2 of Exhibit 2.*

**J. Town Sewer:** If any portion of a Development fronts on an existing street served or reasonably expected to be served by Town sewer; or fronts on a new street and lies within one thousand (1000) feet of a street served or reasonably expected to be served by Town sewer; the Plat shall show appropriate extensions to the existing sewer lines and appropriate sewer connections from all improvements to the new or existing sewer lines. The use of on-site sewage disposal systems shall not be permitted in such a Development after such sewer service becomes available.

*The proposed development does not include development which will be served by Town Sewer and as such, this section is inapplicable.*

**K. Utilities:** All utility facilities, including but not limited to gas, electric power, telephone, and CATV cables, shall be located underground at the expense of the Applicant. Whenever existing utility facilities are located above ground on any land to be developed, except where existing on public roads and rights-of-way, they shall

be removed and placed underground. This shall not apply to major transmission facilities not intended to serve individual properties. Utilities serving more than one (1) parcel shall be located within street rights of-way in accordance with applicable State and Local Regulations and utility company rules and regulations. Utilities shall not be located beneath the paved surface of any street except where necessary at intersections and for service connections.

*The Applicant requests a partial waiver of this Section. As shown on the attached site plans, attached hereto as Exhibit 1, the proposed facility will utilize existing overhead utility run from the public right of way to a proposed drop to underground utilities near the compound.*

**L. Review by Other Town Officials: Before approval of a Site Plan is given, the Applicant shall solicit written statements from the following Town Officials regarding the proposed application.**

**(1) The Road Agent and Engineer as to the design of the street system, location of easements, and design of the water, sewer, and drainage systems, including appurtenances.**

**(2) The Police Chief, or representative, as to vehicular and pedestrian traffic safety and access for emergency vehicles.**

**(3) The Fire Chief, or representative, as to the adequacy of fire protection and access for emergency vehicles.**

**(4) The Recreation Commission, or its Director, and the Conservation Commission as to the suitability and location of any lands proposed to be dedicated for Town open space, park or playground or other recreational purposes.**

**(5) The Building Inspector, or representative for compliance. Town Officials may opt to attend the regular Planning Board meeting to express their concerns regarding the Site Plan.**

*The Applicant has solicited or is in the process of soliciting written statements from the above listed Town Officials as outlined in this Section via email, but for the Building Inspector, who will be provided with a written request for evaluation of this Site Plan Application for compliance with these regulations on or before the filing date.*

**M. Compliance with Regulations:** All Applications shall comply with the Zoning Ordinance and all other ordinances and regulations of the Town of Hampstead.

*The Application complies with the Zoning Ordinance and all other ordinances and regulations of the Town. No zoning relief is required where the proposal is on Town-owned land pursuant to a valid lease between the Town and the Applicant.*

**N. Erosion Plan:** All Applications shall include a "Soils Erosion and Sediment Control Plan", conforming to the recommendations and specifications of the United States Department of Agriculture, Soil Conservation Service. Said plan shall address slopes, embankments, ditches, drainage ways, and the effect of the Development on water bodies and all disturbed areas. These plans shall be stamped by a New Hampshire Registered Professional Engineer.

*The Site Plans attached hereto as Exhibit 1 conform to the applicable standards for erosion referenced above.*

**O. Drainage/Grading Plan:** All Applications shall include a Drainage and Grading Plan showing the entire area which is directly involved. The Plan shall indicate existing grades for the entire tract and proposed grading for all areas of proposed construction activity. The Plan shall show all existing and proposed drainage facilities, including but not limited to catch basins, all stormwater culverts, headwalls, detention/retention basins, drainage swales, rip-rap areas, dams and weirs, and stormwater flow dissipators. The plan shall show all contributing drainage and subcatchment areas and existing and proposed stormwater flow calculations. All drainage plans for the Development shall be based on hydrological calculations from said Drainage/Grading Plans. These Plans and accompanying calculations shall be prepared by and bear the stamp and signature of a New Hampshire Registered Professional Engineer. If the storm water drainage system creates any additional stormwater flow over other properties, the developer shall obtain easements therefore from all owners of said downstream properties or provide appropriate detention facilities to assure existing flow quantities or velocities will not be exceeded.

*The attached Site Plans (Exhibit 1) show all existing and proposed drainage facilities, including catch basins, drainage swales, rip-rap areas, etc. The Applicant requests a waiver from the requirement to provide stormwater flow calculations. The scope of the*

*project is approximately one percent of the entire parcel area. The tower site will maintain existing drainage patterns at the completion of construction. The compound itself is covered with stone which will maintain a pervious surface for stormwater to infiltrate. Several best management practices are proposed at stormwater discharge points to diffuse and reduce erosive flows prior to leaving the site. The project is located over 200 feet from wetland resources which should provide an adequate buffer for stormwater runoff. These design features are consistent with other telecommunication sites across the region.*

**P. Phasing Plan:** A written phasing plan shall accompany Applications for large scale Developments as determined by the Board. The plan shall specify the development time table for each phase of the Development. The plan shall include approximate dates for road and other public improvement construction for building/development commencement, and for building occupancy. In cases where specific impacts have been identified, the Board may require that the development of a large scale project proceed at a rate which will allow the Applicant and the Town a reasonable length of time in which to plan and prepare for impacts and to take steps to mitigate adverse impacts.

*Where the proposed Application is not for a large scale Development, the Applicant requests a waiver from the requirement for a Phasing Plan.*

**Q. Streets:** Developments that adjoin or include existing streets that do not conform to the width shown on the comprehensive plan or official maps or the street width requirements of these Regulations shall dedicate the differential width along either or both sides of said existing streets. If the Development is along one side of the street only, one-half (1/2) of the differential width shall be dedicated. Setbacks shall be measured from the new or future right-of-way line. The length of streets or ways, whether public or private, shall not exceed 1,200 feet in length with only one entrance. (Amended April 21, 2003)

*The facility is utilizing proposed and existing driveway as shown on the Site Plans, Exhibit 1. The distance from the public right of way to the compound access gate is approximately 1,020 linear feet.*

**R. Landscaping and Building Design:** Every Application shall include a detailed landscaping plan and the architectural design of all buildings on the site shall be

compatible with that of surrounding properties. An elevation plan of any proposed buildings shall accompany all site plan applications.

*There is no landscaping proposed as the location of the proposed Communications Tower and facility is at the Town-owned transfer station. As such, a waiver is requested. There are no buildings proposed at this time.*

**S. Evacuation and Emergency Plan:** A written emergency access and evacuation plan shall be submitted for each Development.

*As the Communications Tower and facility is unmanned, the Applicant requests a waiver from this provision. In the event a technician needed to evacuate in an emergency, he or she would proceed over the driveway to the public right of way.*

**T. Water Supply for Firefighting Purposes**

*A fire pond and fire hydrants are located near the property entrance and could be accessed if needed. For this reason, the Applicant requests a waiver from the requirements of this Section.*

**6.01 Traffic Impact Assessment (TIA)**

*The facility is unmanned and when operational, will only generate one or two vehicle visits per month for inspections. As such, where the threshold is well below the standards set in this section of the regulations, the Applicant requests a waiver from the TIA.*

**6.02 Fiscal Impact Analysis (FIA):** Where a Development would contain dwelling units equal to two percent (2%) of the existing dwelling units within the Town at the time of the Application, or where the Planning Board finds that a commercial or industrial Development may have an adverse fiscal impact upon the Town, the Applicant must submit an analysis of the projected tax and fee income to the Town and the projected service costs of the Town with the Application.

*The proposed Communication Tower and facility will not have an adverse fiscal impact on the Town and will not require any municipal services. To the contrary, improved wireless service is a benefit to the community for residents and existing and new businesses coming to the Town.*

*In addition, where the proposed Communication Tower is on Town-owned land and pursuant to a lease with the Town, the Town will generate revenue from the facility.*

*Further, pursuant to the terms of the Lease, the Applicant is relocating the Town's equipment to the Communications FacilityI at no cost to the Town and dedicating ground space with an environmentally controlled structure at no cost to the Town large enough to house the Town's ground-based equipment.*

*For these reasons, the Applicant requests a waiver from the requirement to provide a FIA.*

**6.03 School Impact Analysis (SIA):** Where a Development would generate a school age population equal to one classroom according to current U.S. Census data from Rockingham County, the Applicant must submit an analysis of the impact of the Development on the school system with the Application.

*Where the proposed Communications Tower and facility will not generate any school age children, the Applicant requests a waiver from the requirement to submit a SIA.*

**6.04 Environmental Impact Assessment (EIA):** The Applicant of each Development containing ten (10) or more dwelling units or twenty (20) or more acres shall submit a report from the New Hampshire Natural Heritage Inventory (NH Department of Resources and Economic Development) which identifies rare plant and animal species and exemplary natural communities in or near the proposed Development with the Application. If any of the species or communities are identified within or adjacent to the Development, an EIA addressing the impacts on the species and communities shall be submitted with the Application.

*By letter dated June 16, 2016, the NH Natural Heritage Bureau determined that although there is a Natural Heritage Bureau record present in the vicinity, the Bureau determined that it will not be impacted by the proposed project.*

*See Exhibit 8, NH Natural Heritage Bureau Determination*

**6.05 Community Services Impact Assessment (CSIA):** Where a Development contains one hundred (100) lots, one hundred (100) residential units, one hundred (100) gross acres, eight thousand five hundred (8,500) gross square feet of office or commercial space, or seventeen (17) gross acres of industrial land, the Applicant

shall submit an assessment of the demands that the Development will place on existing or proposed community services including, but not limited to, police, fire, emergency, water, sewer, solid waste, roads, recreation, and Town offices with the Application.

*The proposed Communications Tower and facility does not meet the thresholds in this section and will not place any demands on existing or proposed community services including, but not limited to, police, fire, emergency, water, sewer, solid waste, roads, recreation, and Town offices. As such, the Applicant requests a waiver from this requirement.*

### **Section 8 – Application Requirements**

**The following items are required before a Site Plan Review will be initiated unless otherwise agreed by the Board at the preliminary consultation discussion:**

#### **8.01 Application for Site Plan Review and checklist completely filled out.**

*Please see attached Application for Site Plan Review. We were informed by Ms. Hastings that the checklist is no longer used by the Board.*

#### **8.02 All Site Plans shall be drawn at no less than one inch equals one-hundred feet (1" = 100') and shall have the following information.**

**A. Date of survey, name and legal description of the proposed Development, locus map superimposed on the Town Tax map (scale of 1" = 1,000') showing the relation of the proposed Site Plan to existing streets and surrounding property within one thousand (1000) feet, the owner and developer, graphic scale and tie to the State Grid Coordinate System.**

*Please see attached Site Plans, Exhibit 1.*

**B. Tract Boundary lines, right-of-way lines of all streets, street names, easements and other rights-of-way, park areas or land to be reserved or dedicated to public use. All lot lines and other site lines, water courses with accurate dimensions, bearing or reflection angles and radii, arch, and central angles of all curves, and flood zone locations and base flood elevations as shown on the Town of Hampstead**

**Flood Insurance Rate Map effective June 16, 1993 that may exist within five hundred (500) feet of the development boundaries with dimensions and soil types.**

*Please see attached Site Plans, Exhibit 1.*

**C. Plans shall reflect all land within one thousand (1000) feet of any portion of the Development in which the owner/developer, or any person or entity which has an interest in the owner/developer, has interest. If the plans include only a portion of the entire holdings, any potential future plans for these remaining holdings shall be shown in the form of a sketch. Said sketch is to include possible road layout, lots, service, etc.**

*Please see attached Site Plans, Exhibit 1.*

**D. The tax block, parcel number, and owners of all property abutting the tract to be developed.**

*Please see attached Site Plans, Exhibit 1.*

**E. Location and description of all monuments.**

*Please see attached Site Plans, Exhibit 1.*

**F. Name and address of engineer or surveyor. Certification and seal of engineer or surveyor as to accuracy of the Site Plan details and any calculations.**

*Please see attached Site Plans, Exhibit 1.*

**G. Certification that the Applicant is the agent for the owner or is the owner of the land, or that the owner has given consent under an option agreement.**

*Please see attached Letter of Authorization, Exhibit 1.*

**H. Profiles of streets, based from topography, at the same horizontal scale as the plans and a horizontal to vertical scale ratio of five (5) to one (1), respectively.**

*Please see attached Site Plans, Exhibit 1.*

**I. Street cross-sections based on topography at fifty (50) foot intervals. Scale to be one inch equals ten feet (1" = 10') horizontal and vertical. All data based on a field survey.**

*Please see attached Site Plans, Exhibit 1.*

**J. When any officer or body of the Town, State or County is required to approve a plat, approval shall be certified on the plat in an appropriate space provided therefore.**

*Please see attached Site Plans, Exhibit 1.*

**K. Existing and proposed ground elevation contours based on accurate field survey as follows: (Contours shall be accurate within one half (1/2) a contour interval). - slopes 0% to 2% - two foot (2') contour interval plus spot-elevations - slopes 2% to 5% - two foot (2') contour intervals - slopes > 5% - five foot (5') contour intervals**

*Please see attached Site Plans, Exhibit 1..*

**L. Existing soils delineation based on the "Soils Survey, Rockingham County, New Hampshire" and a legend which explains the map symbols, describes the Water Supply and Pollution Control Division soils groups, and describes the properties of the soils regarding septic leach fields, basement/foundations, building construction, and road construction.**

*Please see attached Site Plans, Exhibit 1.*

**M. All existing wetlands and associated buffer areas as defined in the Town of Hampstead Zoning Ordinance Article II with certification of Wetland Scientist or NH Certified Soil Scientist.**

*On May 24, 2016, a New Hampshire Certified Wetlands Scientist, Thomas E. Liddy, of Lucas Environmental, LLC, to determine if wetlands or watercourses were present near the location of the proposed Communications Tower and facility and associated access drive. The investigation determined that there are no wetlands, watercourses or other special resources identified in the proposed area.*

*Please see attached Site Plans, Exhibit 2.*

**N. Plan views of all buildings with their use, size, location, and floor elevations indicated.**

*There are no buildings proposed for the Communications Tower and facility at this time. As such, the Applicant requests a waiver from this provision.*

**O. A typical elevation view of buildings indicating their height, bulk, facade design, signs, and calculation of lot coverage.**

*There are no buildings proposed for the Communications Tower and facility at this time. As such, the Applicant requests a waiver from this provision.*

**P. The location, width, curbing, and paving of access ways and egress ways and streets within the site.**

*Please see attached Site Plans, Exhibit 1.*

**Q. The location and dimensions of off-street parking and loading spaces with a layout of the parking indicated and a calculation of the required minimum number of spaces.**

*Please see attached Site Plans, Exhibit 1.*

**R. The type, extent, existing or proposed planting size, and location of existing and proposed landscaping and open space areas indicating what existing open space areas will be retained.**

*Given the location of the proposed Communications Tower and facility at the transfer station and the lack of visibility of the compound area, the Applicant requests a waiver from this provision.*

**S. The location, type, size, height, and design of proposed signs and other advertising or instructional devices.**

*There will be no signs at the proposed facility, except for no trespassing signs and a required sign giving a phone number where the Applicant can be reached on a twenty-four (24) hour basis and any other signs that may be required by applicable law or regulation governing the Applicant's operation of the site.*

**T. Type and location of all underground utilities, including but not limited to gas, electric, telephone, and TV cable facilities.**

*The type and location of all utilities, to the extent they are now known, are set forth on the Site Plans, attached hereto as Exhibit 1. The Applicant will work with the utility companies and will obtain all necessary permits and approvals for the location of the utilities in conformance with Town standards for permitting.*

**U. The location and type of outdoor lighting facilities, if applicable.**

*There will be no outdoor lighting facilities. As such, the Applicant requests a waiver from this provision.*

**V. In the event that a Flood Zone may exist within five hundred (500) feet of the Development boundaries, base flood elevations and utilities and drainage will be located and designed to be consistent with the need to minimize flood damage and to provide adequate drainage for the area.**

*There is no Flood Zone within 500 feet of the boundaries of the proposed Communications Tower and facility. As such, the Applicant requests a waiver from this provision.*

**W. When individual sewage disposal systems are proposed, the plans for such systems must be approved by the appropriate Local, County, or State agency. When a public sewage disposal system is not available, the developer shall have percolation tests made and submit the results with the plan. The location of the septic system as proposed or, if applicable, as approved by the Division of Water Supply and Pollution Control shall be depicted on the Site Plan.**

*There is no sewage disposal system proposed. As such, the Applicant requests a waiver from this provision.*

**X. A statement that the proposed street centerlines and building locations have been adequately flagged on the ground at the site to allow on-site evaluation of the proposed Development by the Board and Engineer.**

*Where there are no buildings proposed as part of this Application, the Applicant requests a waiver from the provisions of this section.*

**Y. Certification of approval of the Development by the NH Department of Environmental Services, Division of Water Supply and Pollution Control, or appropriate successor agency, accompanied by a duplicate copy of all data submitted to them and any stipulations related to the approval.**

*Whereas the proposed Communication Tower and facility is not under the regulatory authority of any of the above listed entities, the Applicant requests a waiver from the provisions of this section.*

**Z. At least one bench mark tied to NGVD 29 datum shall be established on each section or submission of a Site Plan. The bench mark shall be tied to previously established bench marks on previously submitted plats. Said bench mark to be plainly marked in the field and stationed on the final plat with its elevation.**

*The Applicant respectfully requests a waiver from this Section. The Applicant used NAVD88 datum. The NAVD88 vertical datum is more current than the NGVD29 datum. The FAA requires wireless telecommunication towers to be in NAVD88 in order for their approval of elevation. The use of converting the project to the older datum would lead to confusion during the construction process and could lead to mistakes. For these reasons, a waiver is requested.*

**AA. Final State of New Hampshire approvals, when appropriate, from the Department of Transportation (RSA 249), the Special Board on Dredging and Filling (RSA 149 and RSA 482:41e-i), and the Division of Water Supply and Pollution Control (RSA 149-E) shall be received as a condition to final approval.**

*Whereas the proposed Communication Tower and facility is not under the regulatory authority of any of the above listed entities, the Applicant requests a waiver from the provisions of this section.*

**BB. Data Listing**

*Please see attached Site Plans, Exhibit 1.*

**CC. Certifications**

*Please see attached Site Plans, Exhibit I.*

## **VII. CONCLUSION**

The availability of wireless communications service enhances community safety, and is increasingly relied upon by civil defense and other safety officers as well as the general public in times of crisis, natural disaster, bad storms or similar circumstances. Wireless communications service also provides a convenience to residents, and is an attractive feature and service to businesses. The proposed facility, by providing these services to the Town, will promote the health, safety, convenience and general welfare of the inhabitants of the Town of Hampstead.

To the extent that waiver requests have been enumerated herein, the Applicant submits that strict conformity to the Site Plan Review Regulations would cause undue hardship or injustice, the Site Plan substantially conforms to these regulations, and the approval of such would be in keeping with the spirit of the Regulations without impact on the public convenience or welfare.

As such, having reviewed the specific impacts and made the specific findings provided and enumerated above, the Applicant hereby requests that the Planning Board determine that the proposed use satisfies the standards for approving an Application for Site Plan Review.

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<b>T-MOBILE ANTENNA SPECIFICATIONS</b>	<b>EXHIBIT 3</b>
<b>T-MOBILE GENERATOR SPECIFICATIONS</b>	<b>EXHIBIT 4</b>
<b>TOWN ANTENNA SPECIFICATIONS</b>	<b>EXHIBIT 5</b>
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# **EXHIBIT 1**

DATE:	06/24/14
SCALE:	AS SHOWN
PROJECT:	WIRELESS TELECOMMUNICATIONS FACILITY
SITE:	311 KENT FARM ROAD, HAMPSHIRE, NH 03841
OWNER:	BLUE SKY TOWERS, LLC
DESIGNER:	PROTERRA DESIGN GROUP, LLC

**BLUE SKY TOWERS, LLC**  
311 KENT FARM ROAD  
HAMPSHIRE, NH 03841  
TEL: 603-885-8888



**TITLE SHEET**  
T-1

# PERMITTING REVISIED

**CERTIFICATIONS**

I, **ROBERT J. GAUDIN**, ENGINEER, CERTIFY THAT THE LANDS DEVELOPED ON THIS MAP ARE OWNED BY **BLUE SKY TOWERS, LLC** AND THE CONSENT TO THE APPROVAL OF SAID MAP IS GIVEN.

I, **ROBERT J. GAUDIN**, ENGINEER, CERTIFY THAT I HAVE CAREFULLY EXAMINED THIS MAP AND FIND IT CONFORMS WITH THE LAWS AND REQUIREMENTS APPLICABLE HEREIN.

**DATE:** 06/24/14

**ENGINEER:** ROBERT J. GAUDIN

THIS MAP IS HEREBY APPROVED BY THE HAMPSHIRE PLANNING BOARD AT AN OPEN MEETING HELD ON **06/18/14** AT THE ROSSIGNOL COUNTY COURSE, 1000 W. 10th STREET, NORTH ANDOVER, MA 01845.

**DATE:** 06/18/14

**COMMISSIONER OF HAMPSHIRE PLANNING BOARD:** [Signature]

**CO-APPLICANT INFORMATION**

**Blue Mobile**

SITE NUMBER: 03841-001  
SITE NAME: 311 KENT FARM ROAD  
ADDRESS: 311 KENT FARM ROAD, HAMPSHIRE, NH 03841  
ASSESSOR'S TAX ID: 03841-001-001  
ZONING DISTRICT: COMMERCIAL ZONE (C-43)  
LATITUDE: 42° 54' 11.95" N (PAA 14)  
LONGITUDE: 71° 11' 14.89" W (PAA 14)  
ELEVATION: 273.37'

**PROJECT INFORMATION**

**SITE TYPE:** WIRELESS TELECOMMUNICATIONS FACILITY

**SCOPE OF WORK:** PROPOSED SITES COMPOUND CONTAINING 180' TALL MONOPOLE, GRAVEL DRIVEWAYS TO EXISTING ASPHALT DRIVEWAY.

**SITE NAME:** HAMPSHIRE KENT FARM ROAD

**SITE NUMBER:** NH-5018

**SITE ADDRESS:** 311 KENT FARM ROAD, HAMPSHIRE, NH 03841

**ASSESSOR'S TAX ID:** MAP 10, LOT 4

**ZONING DISTRICT:** COMMERCIAL ZONE (C-43)

**LATITUDE:** 42° 54' 11.95" N (PAA 14)

**LONGITUDE:** 71° 11' 14.89" W (PAA 14)

**(P) ELEVATION:** 273.37'

**DATUM:** NAD83/NAVD83

**PROPERTY OWNER:** TOWN OF HAMPSHIRE, 11 BERRY STREET, HAMPSHIRE, NH 03841

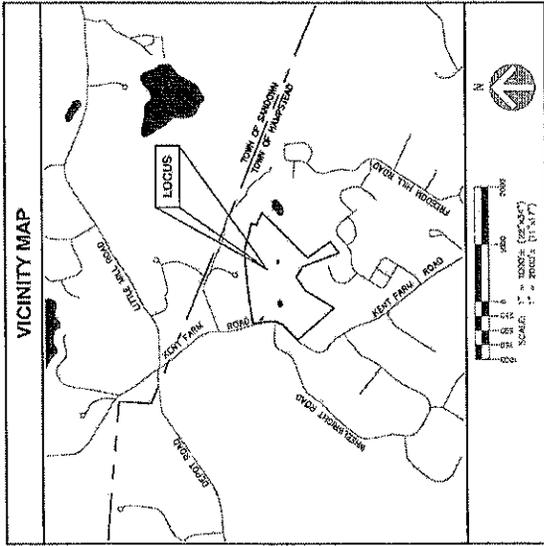
**APPLICANT:** BLUE SKY TOWERS, LLC, 1000 W. 10th STREET, NORTH ANDOVER, MA 01845

**SITE ENGINEER:** PROTERRA DESIGN GROUP, LLC, 1000 W. 10th STREET, NORTH ANDOVER, MA 01845

**SURVEYOR:** ROBERT J. GAUDIN, CONSULTANTS, 1000 W. 10th STREET, NORTH ANDOVER, MA 01845

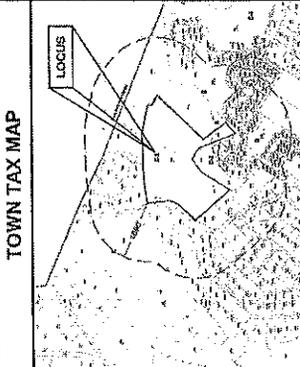
# BLUE SKY TOWERS, LLC

**SITE NAME: HAMPSHIRE KENT FARM ROAD**  
**SITE NUMBER: NH-5018**  
**ADDRESS: 311 KENT FARM ROAD**  
**HAMPSHIRE, NH 03841**



**CO-APPLICANT INFORMATION**

TOWN OF HAMPSHIRE  
PLANNING BOARD  
1000 W. 10th STREET  
NORTH ANDOVER, MA 01845  
TEL: (603) 353-3000



**DRAWING INDEX**

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C-2	ASBUTTERS PLAN	1
R-1	EXISTING CONDITIONS	1
A-1	1000' RADIUS PLAN	1
A-2	COMPILED PLOT PLAN	1
D-1 TO D-2	SITE & COMPILING PLAN	1
C-1 TO C-3	CO-APPLICANT DETAILS	1

**GENERAL NOTES**

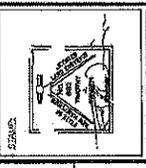
- CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER & OWNER REPRESENTATIVE IN WRITING OF DISCREPANCIES. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE CONSTRUCTION. PLANS FOR PERMITTING PURPOSES ONLY. NOT FOR CONSTRUCTION.
- THIS PLAN SET WAS ORIGINALLY PRINTED TO A5 (11" x 17") WITH 1/8" MARGINS. PRINTING TO A4 (11" x 17") WILL RESULT IN A HALF-SCALE DRAWING. PRINTING TO A3 (11" x 17") WILL RESULT IN A QUARTER-SCALE DRAWING. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER & OWNER REPRESENTATIVE IN WRITING OF DISCREPANCIES. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE CONSTRUCTION.
- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH BLUE SKY TOWERS SURFACE INVESTIGATION AND DESIGN PLANS FOR SURFACE, FIELD AND FOUNDATION. ALL UNDERGROUND UTILITIES SHALL BE LOCATED PRIOR TO ANY EXCAVATION. CALL 800-DIG-1080 (800-348-1080) PRIOR TO ANY EXCAVATION.
- NEW CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER & OWNER REPRESENTATIVE IN WRITING OF DISCREPANCIES. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE CONSTRUCTION.
- REVISIONS TO THIS PLAN SET SHALL BE INDICATED BY A REVISION TABLE. ALL REVISIONS SHALL BE APPROVED BY THE ENGINEER & OWNER REPRESENTATIVE. REVISIONS SHALL BE INDICATED BY A REVISION TABLE. ALL REVISIONS SHALL BE APPROVED BY THE ENGINEER & OWNER REPRESENTATIVE.

NO.	DATE	REVISIONS
1	10/28/10	ISSUED FOR PERMITTING
2	11/09/10	FOR REVIEW

**APPLICANT**  
BLUE SKY  
TOWERS, LLC

352 PARK STREET  
NORTH HAVEN, CT 06460

**SITE NAME:** HAMPTON KENT FARM ROAD  
**ADDRESS:** 511 KENT FARM ROAD  
**SITE NUMBER:** NH-0384



**DATE:** 11-09-2010  
**DRAWN BY:** JCS  
**CHECKED BY:** JCS  
**SCALE:** 1"=100'  
**ASB 892.101.134**

**SHEET TITLE:**  
**ABUTTERS PLAN**  
**C-1**

**FAA 1-A CERTIFICATION**

I HEREBY CERTIFY THAT THE LATITUDE, LONGITUDE, AND ELEVATION POINTS IDENTIFIED HEREON MEET THE REQUIREMENTS OF THE FAA WITH THE FOLLOWING ACCURACIES:

THREE (3) FEET VERTICALLY  
THIRTY (30) FEET HORIZONTALLY

DATE: 11-09-2010  
TIMOTHY J. WAINWRIGHT, P.E. # 552

**SURVEY NOTES**

1. THE SURVEY SHOWN ON THIS PLAN IS BASED ON FIELD DATA COLLECTED ON 10/28/10.
2. THE PURPOSE OF THIS SURVEY IS TO SURVEY THE DESIGN AND CONSTRUCTION OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY BY ANYONE OTHER THAN THE CLIENT FOR ANY OTHER PURPOSE IS EXPRESSLY PROHIBITED. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. PROPERTY LINES AND BOUNDARIES WERE DETERMINED FROM AN ON-SITE SURVEY. ALL BOUNDARIES WERE DETERMINED BY MEASUREMENTS OF EXISTING DEEDS AND RECORDS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DETERMINED FROM THE SURVEY. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. ALL INTERFERING UTILITIES (POWER, GAS, WATER, SEWER, ETC.) WERE LOCATED AND MARKED. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
7. THE EXISTING FACILITY IS SHOWN AS PART OF PARCEL 10-4 IN THE TOWN OF HAMPTON.
8. THE PROPOSED FACILITY IS SHOWN AS PART OF PARCEL 10-4 IN THE TOWN OF HAMPTON.
9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
10. ALL INTERFERING UTILITIES INFORMATION WAS OBTAINED FROM RECORDS, FIELD INVESTIGATIONS AND EXISTING PLANS OF RECORD. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
11. WELANDS WERE DEMONSTRATED BY LUIGI ENVIRONMENTAL, LLC ON 10/27/2010.

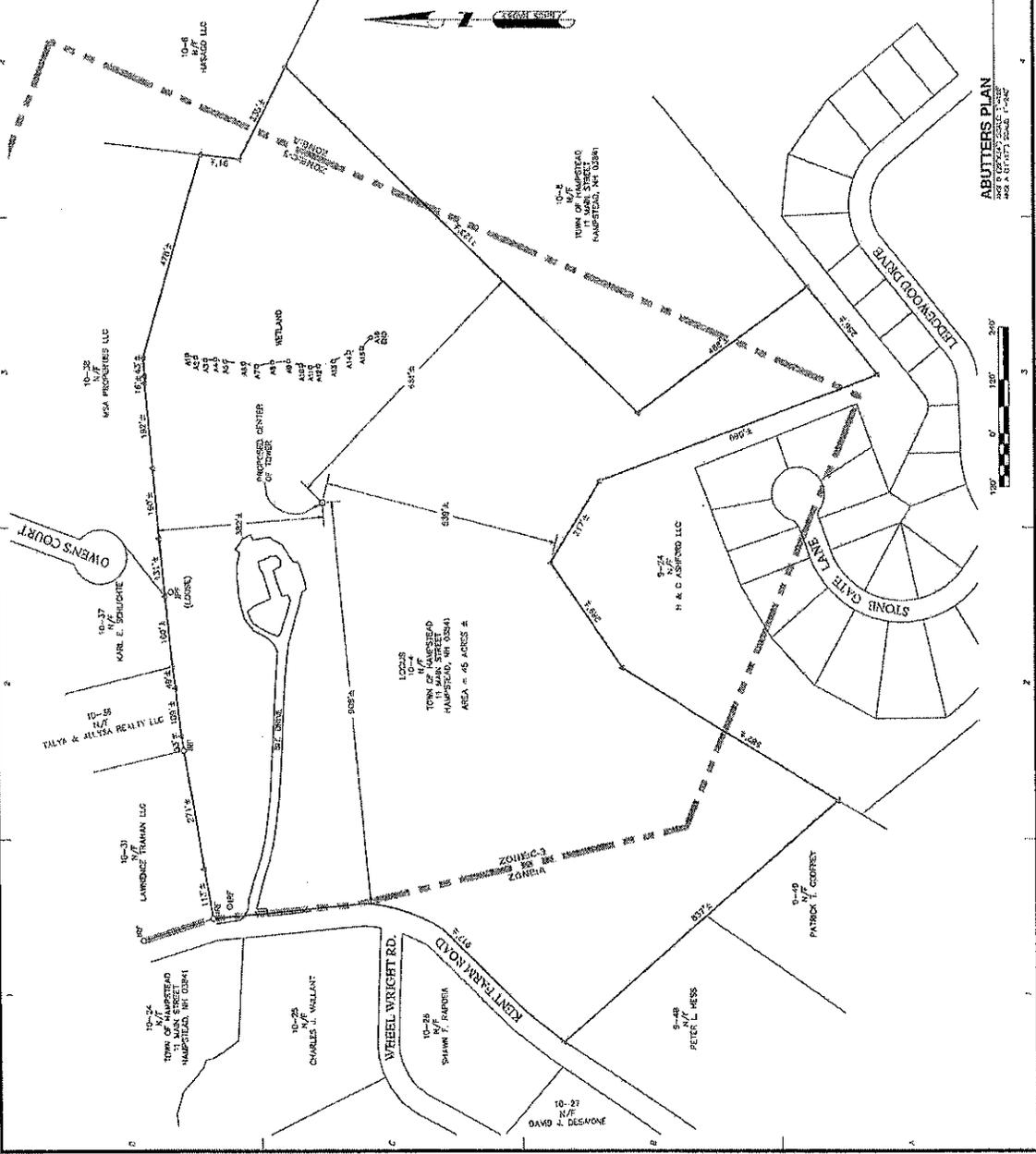
**CERTIFICATION**

I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION, THE DATE OF THE SURVEY WAS:

DATE: 11-09-2010  
TIMOTHY J. WAINWRIGHT, P.E. # 552

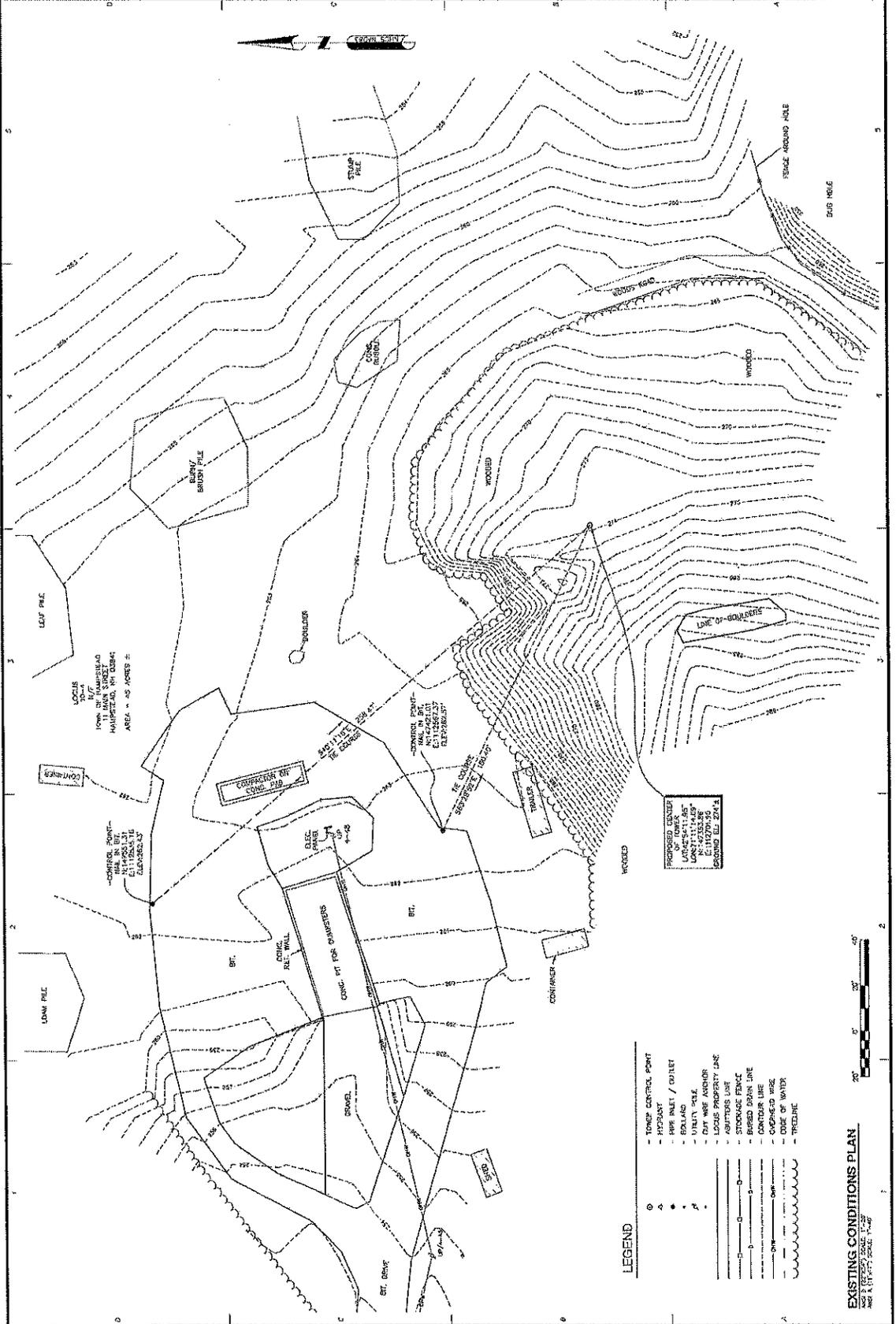
**LEGEND**

- 0 - NON PERFORATED TYPING
- 1 - PERFORATED TYPING
- 2 - CALCULATED POINT
- 3 - LOCUS PROPERTY LINE
- 4 - ABUTTERS PROPERTY LINE
- 5 - ZONING LINE
- 6 - WELANDS DEMONSTRATION



**ABUTTERS PLAN**  
THIS IS A CERTIFIED COPY OF THE ORIGINAL SURVEY MAP AND SURVEY DATA.  
DATE OF CERTIFICATION: 11-09-2010

NO.	DATE	REVISIONS
1	11/20/2018	ISSUED FOR PERMITS
2	11/20/2018	REVISED FOR COMMENTS
3	11/20/2018	REVISED FOR COMMENTS
4	11/20/2018	REVISED FOR COMMENTS



**LEGEND**

○	TOWER CONTROL POINT
△	HYDRAULIC
●	PIPE INLET / OUTLET
◆	ISLAND
□	UTILITY
▣	UTILITY TANK
▤	LOCAL PROPERTY LINE
▥	ADDITIONS LINE
▧	STORAGE FENCE
▨	BARRIERS DRAIN LINE
▩	CONTOUR LINE
—○—○—	CORNER MARK
—○—○—	DOE OF WATER
—○—○—	PRECINCT

**EXISTING CONDITIONS PLAN**  
SCALE: 1"=30'

**REFERENCES**  
AERIAL PHOTOGRAPHY - DATA PREPARED BY NEW HAMPSHIRE STATEWIDE GIS  
CL-AMNH0508E "04 01A" 2010  
PARCEL OWNER INFORMATION - TOWN OF HAMPSHIRE TAX ASSESSOR'S DATABASE  
PROPERTY LINES - TOWN OF HAMPSHIRE PLANNING BOARD TOWN MAPS, LATEST  
REVISIONS AVAILABLE VIA WWW.NHSTATE.GIS

**DATA LISTING**  
1. AREA OF LAND AND ADDRESS.  
2. AREA OF BUILDING COVERED, EXISTING AND PROPOSED, AS PER THE PROPOSED SUBDIVISION PLANS AND TOWN OF HAMPSHIRE ZONING REGULATIONS.  
3. LISTING OF PROPOSED ZONING, DEVELOPMENT ZONE, PERMITS.  
4. AREA OF OPEN SPACE PROPOSED (SEE STREETS 9.14.1 ADDRESS).  
5. INCLUDES ALL ADJACENT NON-CONFORMING AREAS ON THE PROPERTY.  
6. SEE ABUTTERS LIST AND APPROPRIATE BELOW.

**ABUTTERS LIST**

PANEL	OWNER	OWNER ADDRESS
1	SI & C. CARFORD, LLC	HAMPSHIRE, NH 03041
2	PETER L. WESS	254 WEST PARK ROAD HAMPSHIRE, NH 03041
3	PATRICK T. GERRARD	225 SUN FARM ROAD HAMPSHIRE, NH 03041
4	MAGAZU, LLC	6 FOND LAKE ANDOVER, VT 05741
5	TOWN OF HAMPSHIRE	HAMPSHIRE, NH 03041
6	TOWN OF HAMPSHIRE	11 MAIN STREET HAMPSHIRE, NH 03041
7	CHARLES S. VAILLANT	104 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
8	BRIAN P. DANSA	108 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
9	DAVID J. BURNHAM, INSURER	153 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
10	LAWRENCE TRAVINA, LLC	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
11	TARA A. ALLIUM REALTY, LLC	106 TRACTORY ROAD HAMPSHIRE, NH 03041
12	ANDY C. MARONCE	70 HIGHLAND DRIVE DANVILLE, NH 03819
13	JOHN HARRINGTON, LLC	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
14	TOWN OF HAMPSHIRE	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
15	BLUE SKY TOWERS, LLC	388 PARK STREET NORTH ANDOVER, MA 01845
16	PROFESSOR ROBERT W. LEE, LLC	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
17	STE. ENGINEER	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
18	ROBERT W. LEE, LLC	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041
19	DAVID J. BURNHAM, P.E.	100 WHEEL WOOD ROAD HAMPSHIRE, NH 03041



**1000' RADIUS PLAN**  
1  
P. 1



NO.	DATE	DESCRIPTION
1	10/22/14	PRELIMINARY
2	11/10/14	REVISED
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400 W. 10th Street  
Des Moines, IA 50319  
PH: (515) 281-1000  
FAX: (515) 281-1001

PROJECT:	
DATE:	
BY:	
CHECKED:	
SCALE:	
SHEET NO.:	
TOTAL SHEETS:	

DATE:	08/28/14
BY:	JAN/14
CHECKED:	JAN/14
SCALE:	AS SHOWN
SHEET NO.:	34-002
TOTAL SHEETS:	34-003

**APPLICANT:**  
BLUE SKY TOWERS, LLC  
555 PINE STREET  
HARVESTON, NH 03841

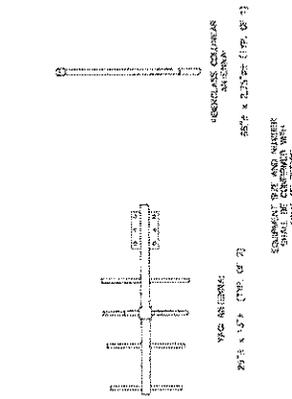
**SITE NAME:** HARVESTON KENT FARM ROAD  
**SITE NUMBER:** NH-0018  
**ADDRESS:** 555 PINE ROAD  
HARVESTON, NH 03841



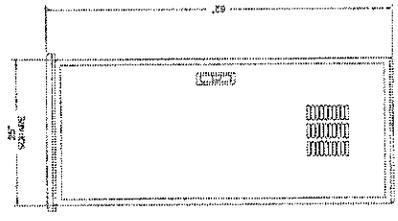
**CO-APPLICANT DETAILS**  
**CA-3**

**CO-APPLICANT INFORMATION**

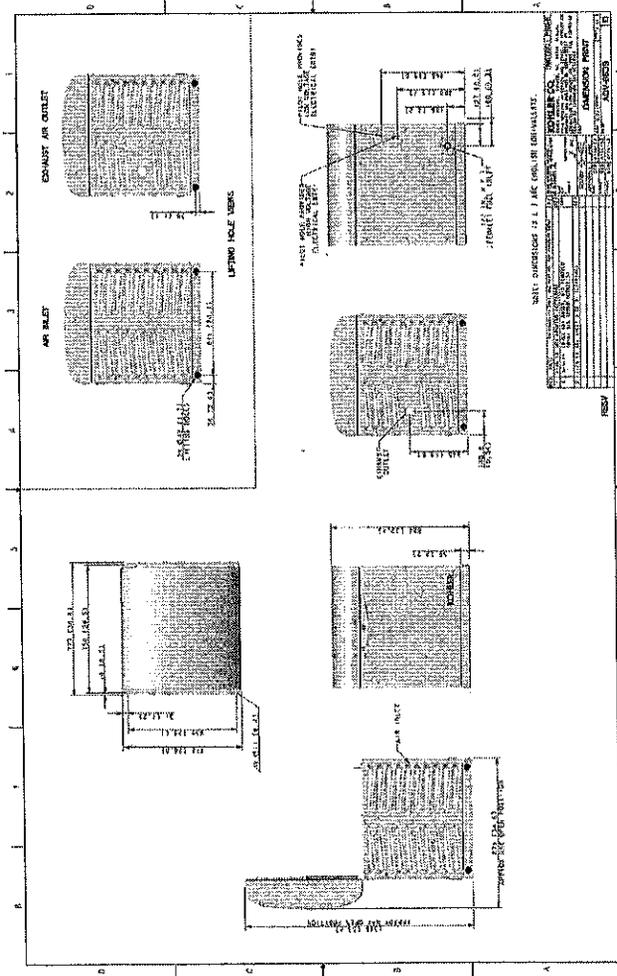
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE  
1000 MARKET STREET  
CONCORD, NH 03301  
PH: (603) 271-1000



**ANTENNA EQUIPMENT**  
SHEET TITLE

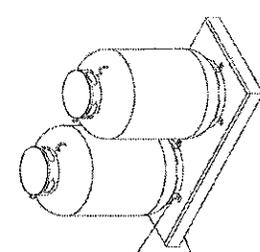
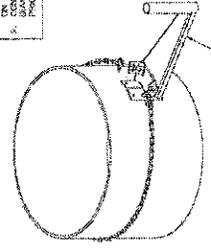
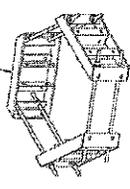


**OUTDOOR EQUIPMENT CABINET ENCLOSURE**  
SHEET TITLE



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APPROVED LOCAL

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IN THIS LIST AND DRAWING  
SHOULD BE APPROVED LOCAL  
FOR TO CORRECTING INDENT.



**ANTENNA MOUNT DETAILS**  
SHEET TITLE

**PROpane TANK DETAIL**  
SHEET TITLE

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## **EXHIBIT 2**

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 9 day of May, 2016 by and between, Town of Hampstead, New Hampshire, a municipal corporation (the "Landlord"), whose address is 11 Main Street, Hampstead, New Hampshire 03841, and Blue Sky Towers, LLC, a Delaware Limited Liability Company (the "Tenant"), whose principal business address is 352 Park Street, Suite 106, North Reading, MA 01864, Massachusetts 02056.

WHEREAS, the Landlord owns certain real property located at 311 Kent Farm Road, Hampstead, County of Rockingham, State of New Hampshire, that is more particularly described or depicted in attached Exhibit 1 (the "Property"); and

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached Exhibit 2 (the "Premises"), to erect and operate a communications tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

### 1. RIGHT TO LEASE.

(a) Landlord hereby grants to Tenant the right to lease a portion of the Property measuring approximately 80 x 80 square feet (6,400 Square Feet) as described on attached Exhibit 2, together with unrestricted non-exclusive right for access from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 2 (collectively, the "Premises"). The Premises shall be used by Tenant for the purpose of erecting, installing, maintaining, and operating at its expense a commercial communications facility limited to a height of no more than one hundred sixty-five (165) feet. Tenant shall conduct a balloon test to aid in determining the appropriate height. Tenant shall fence the Premises with a locked gate at its sole expense. Tenant's right to lease is conditioned upon the Tenant commencing the Initial Term within twenty-four (24) months of signing of this Lease Agreement. If Tenant fails to commence the Initial Term within twenty-four (24) months of signing this Lease Agreement, unless Tenant is engaged in zoning or an appeal relating to this Lease, this Lease Agreement shall be null and void and Landlord shall have no further obligations to Tenant.

(b) From and after the date of this Lease as set forth above for the time period set forth below and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals at Tenant's sole discretion for Tenant's use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits, and/or building permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that are necessary to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.

Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed prior to the Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly or indirectly out of Tenant's Tests whether performed by Tenant or anyone acting upon Tenant's behalf.

(c) Tenant acknowledges and agrees that it is solely responsible for obtaining and the costs of any and all necessary approvals and permits. Tenant shall obtain site plan approval from the Town of Hampstead Planning Board and comply with Article IV-9.0 of the Town of Hampstead Zoning Ordinance. Tenant shall submit a joint application with the Landlord to the Planning Board. The Tenant shall provide construction drawings to the Board of Selectmen which must be approved by the Board of Selectmen.

(d) Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Lease.

## 2. TERM.

(a) This Lease shall commence upon the earlier of the date that Tenant delivers notice of commencement of the Lease under Section 1 hereunder, or the date Tenant begins construction at the site (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the term shall be for a period of five (5) Years (Sixty Months) following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for five (5) successive additional periods of five (5) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

## 3. RENT.

(a) Tenant shall pay rent to Landlord beginning upon the first day of the first full month following the Commencement Date a monthly rental payment of [REDACTED] ("Rent"), on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. Payments will be made via check directly to Landlord unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date.

(b) The Rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the prior year monthly installment of Rent, increased by [REDACTED] percent).

(c) Tenant shall pay as additional Rent to Landlord [REDACTED] for the 2<sup>nd</sup> tenant, subtenant, or licensee, and all subsequent tenants, subtenants, or licensees.

(d) Landlord shall provide Tenant with a completed W-9 Form upon execution of this Lease. The monthly rent as provided for herein shall not commence until Landlord provides Tenant with a completed W-9 Form. In the event Landlord changes its name, Landlord shall provide an updated W-9 Form or Tenant may suspend Rent payments.

(e) Tenant agrees to pay to the Landlord a one time, Lump Sum Payment of [REDACTED]

████████████████████ upon the Commencement Date of this Lease to allow Landlord to purchase a dedicated generator and/or equipment for public safety. Landlord will purchase the dedicated generator and/or equipment in the Landlord's name and title, and maintain the generator and/or equipment throughout the term of the Lease. Tenant shall have no responsibility or liability for the Landlord's dedicated generator and/or equipment or subsequent replacement of same.

4. **TAXES.** Landlord and Tenant acknowledge this property is municipally owned and currently is not assessed real estate taxes. Tenant shall pay any and all properly assessed personal and real property taxes on structures or improvements added by Tenant or any other entity using or occupying the Premises no later than the due date. Failure of the Tenant to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the Landlord. This is a material term and condition of this Lease. To the extent applicable law provides authority for the Landlord to assess taxes on Tenant, pursuant to RSA 72:23, I(b), 72:8-a and/or 73:10 or otherwise, the Landlord shall be authorized to impose such taxes and Tenant shall be obligated to pay such properly assessed taxes.

5. **USE.**

(a) **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, antennas, dishes, mounting structures, buildings, and related equipment ("Communications Facility"). Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant which does not unreasonably interfere with Landlord's use of the Property. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, temporary towers, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Landlord shall cooperate with Tenant in the fulfillment of the rights granted hereunder, including but not limited to zoning or permitting applications, review of plans and drawings, documentation required by lenders of Landlord, and any other documents or procedures necessary to Tenant's use and operation of the Communications Facility ("Rental Documentation"). Tenant shall be under no obligation to pay Rent unless or until Tenant has received Rental Documentation.

(b) **LANDLORD'S USE.** Tenant agrees as follows:

- (i) to transfer and relocate Landlord's Public Safety Antenna Equipment onto the Communications Facility and the Premises at no cost to the Landlord at the time of Commencement of the Lease, or a mutually acceptable time that minimizes the disruption of public safety services.
- (ii) to provide a mutually acceptable height upon the Communications Facility at the highest co-location for the Landlord's public safety equipment at no cost to the Landlord; and
- (iii) within the Premises a dedicated ground space with an environmentally controlled structure ("shelter") at no cost to Landlord large enough to place Landlord's Public Safety Antenna Equipment; and

(iv) that Landlord shall have the right to install antennas upon the Communication Facility, and use ground space for the shelter within the Premises without charge for Landlord's Public Safety Antenna Equipment and to install, maintain, repair, and replace Landlord's equipment; and

(v) Tenant shall provide Landlord reasonable access to the Premises, including the Communications Facility, to perform such maintenance and repairs, provided that Landlord does not unreasonably interfere with Tenant's use of the Premises or the operation of the Communications Facility; and

(vi) Tenant agrees to use reasonable efforts not to damage the Landlord's Public Safety Antenna Equipment and shall promptly repair any damage thereto caused by Tenant, its agents or contractors.

(vii) Subject to Tenant's consent not to be unreasonably withheld, Landlord may upgrade Landlord's Public Safety Equipment, provided that Landlord shall supply to Tenant the specifications of Landlord's upgrade, and provided that such upgrade does not affect the loading of the Communications Facility, or interfere with use of the Communications Facility by Tenant or sublessees, sublicensees or subtenants of Tenant.

(viii) Landlord shall be solely responsible for any cost of operating or maintaining Landlord's Public Safety Equipment, including but not limited to power consumption and any other utility service.

(ix) Landlord assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Landlord or its employees acting within the scope of their employment (1) in the operation and maintenance of Landlord's Public Safety Antenna Equipment or (2) the failure of Landlord or its employees acting in the scope of their employment to observe and abide by any of the terms and conditions of this Lease.

(c) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive right in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities.

(d) At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, non-exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day.

(e) Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease or interfere with Landlord's public safety equipment.

(f) If at any time during the term of this Lease, 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 terminate this Lease upon written notice to Landlord.

6. UTILITIES. Tenant will pay for all utilities used by it at the Premises and shall be responsible for all costs of providing utilities to the Premises for the intended use. Further, the location of the utilities shall be as depicted on Exhibit A and shall not interfere with other uses of the Property. An easement or other interest required to be given to a utility provider shall be given only by Landlord and this Lease shall not be construed as providing Tenant with the authority to grant such an easement. The duration of any easement required shall be coterminous with the term of this Lease and any extension thereof. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by Landlord or the servicing utility.

7. 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. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers.

8. REMOVAL BOND. Tenant shall provide to Landlord a removal bond by a company licensed to do business in the State of New Hampshire and in a format acceptable to Landlord in an amount equal to the cost of removal of the Communications Facility and all appurtenant structures and equipment as determined by an engineer or contractor of the Landlord's choosing paid for by Tenant. Such security shall be maintained during the life of this Lease and for ninety (90) days thereafter to ensure the removal of the equipment and property as well as the restoration of the Premises. Upon satisfactory completion of the removal and restoration, within the time specified to the satisfaction of the Selectmen or their representative, this security shall be returned or cancelled as the case may be. Failure to complete the removal and restoration as required shall entitle the Landlord to immediately use said security for said purpose.

9. ASSIGNMENT AND SUBLEASE. Tenant may assign this Lease upon written notice to Landlord to any person or business entity which (i) is FCC licensed to operate a wireless communications business, (ii) is a parent, investor, lender, subsidiary, or affiliate of Tenant or Tenant's parent, (iii) is merged or consolidated with Tenant, (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or assets of Tenant and/or (v) any entity or company whose primary business function is the management or operation of wireless communications facilities or leases. Tenant is entitled to sublease or grant licenses to use the Premises and/or the radio tower or any structure or equipment on the Premises without the prior written consent of Landlord, but no such sublease or license shall relive or release Tenant from its obligations under the Lease. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease.

10. WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, 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.

(b) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits.

(c) 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 all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Landlord regarding the Premises alleging any failure to so comply. Landlord and the Premises are in compliance with all environmental, health, and safety laws. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials, substances or wastes on the Premises. Landlord represents and warrants that Tenant shall not be liable for any hazardous materials, substances, or wastes on, under, or about the Premises prior to Tenant's occupancy of the Premises, and Tenant shall not be liable for any violation or environmental law related to the Premises prior to Tenant's occupancy of the Premises. Landlord represents and warrants that Landlord shall be solely responsible for any hazardous substances in connection with Landlord's use of the Communications Facility, including Landlord's generator referenced in Section 3(e).

(e) Tenant shall not introduce any hazardous substances, materials or wastes on the Premises. Notwithstanding the foregoing, Tenant shall be permitted to install a generator as a back-up power source as may be required by federal law.

(f) All utilities required for the operation of the Tenant's improvements enter the Premises 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.

(g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

(h) The Premises 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 parcel of real property, and access to the property is provided by paved public right-of-way with adequate curb cuts available.

(i) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, 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; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

11. **HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, and that Rent for such holdover period shall be two hundred (200%) percent of the Rent payable in the month prior to commencement of the holdover tenancy, but otherwise upon the same terms and conditions. Tenant shall indemnify and hold Landlord harmless for any claims of actions, loss or damage arising out of the holdover tenancy.

12. **INDEMNITIES.** To the fullest extent permitted by law, Tenant, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord, its Boards, officers, agents, employees and volunteers ("Indemnified Parties") from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person, any damage to property, if such injury, death or damage arises directly or indirectly under, out of, in connection with, or as a result of this Lease or the activities of Tenant or its agents, employees, contractors, subcontractors or subtenants, and even if caused in whole or in part by any negligent or intentional acts or omissions of the Indemnified Parties; or (B) any breach of any representation or warranty made by Tenant in this Lease.

13. **INSURANCE.**

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located. All policies required by this Lease shall require that the Landlord is entitled to thirty (30) days written notice of termination or cancellation of the policy. Tenant shall evidence such insurance coverage by delivering to Landlord a Certificate of Insurance and policy endorsements listing Landlord as additional insured and loss payee on the policy at the time this Lease is signed.

(b) Landlord shall carry, at no cost to Tenant, general property fire, hazard and casualty insurance appropriate for Landlord's improvements on Landlord's Property, and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty. Landlord shall also maintain a commercial general liability insurance policy in an amount not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars on an occurrence basis for both Landlord's interest in this agreement as Landlord and separately for Landlord's Use described in Section 5(b) hereinabove.

14. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, shall not engage in any activity which interferes with Tenant's permitted uses hereunder, and will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's communications facilities, or the use thereof. Landlord warrants that its use of the Communications Facility will not interfere with

other radio frequency user(s) located at Landlord's Communications Facility. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

15. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Tenant shall fence the Premises (80X80 sq. ft.) with a locked gate at its sole expense. The Tenant may elect, at its expense, to construct such other enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements.

16. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease 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.

17. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award.

18. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Lease shall constitute a default (including the Landlord's duty to cooperate and provide Rental Documentation). The non-defaulting party shall give the other party written notice of such default, and the defaulting party shall cure such default 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.

19. REMEDIES. Should the defaulting party fail to cure a default under this Lease, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease.

20. TERMINATION/EXPIRATION OF LEASE. Upon termination or expiration of this Lease, for any reason, Landlord shall have the option, at its sole election and discretion, to either (a) require Tenant, its subtenants, successors or assigns, at their expense to remove all apparatus and materials associated with the Communications Facility and to restore the Premises to the condition existing on the Commencement Date, excepting for ordinary wear and tear,

underground improvements and casualty loss or (b) purchase from Tenant, its subtenants, successors or assigns, title to the said Communications Facility and Tower, free and clear of all liens and encumbrances (which Tenant shall be required to satisfy upon transfer of Title) for the sum of \$10.00. Landlord shall be required to notify Tenant of its election within thirty (30) days prior to the Termination or expiration of this Lease. In the event Landlord shall fail to notify Tenant as aforesaid, Tenant shall proceed with option (a).

21. **RISK OF LOSS.** All property of any kind installed by Tenant on the Premises, shall be at the sole risk of Tenant and the Landlord shall not be liable to Tenant or any other person for any injury, loss, damage, or inconvenience occasioned by any loss or damage to said Property.

22. **ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, 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. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

23. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. **COLLATERAL ASSIGNMENT.** Tenant may collaterally assign, pledge, mortgage and/or grant a security interest to and/or otherwise encumber in favor of any third party (each a "Financing Entity" and, collectively, the "Financing Entities"), as security for any loan or other financing relationship, all of Tenant's right, title and interest in: (i) this Lease, (ii) the Premises, (iii) any other personal property owned by Tenant and located at the Property, and (iv) all subleases and licenses by Tenant of all and any portion of the Premises and the rents, issues and profits there from, all without the consent of Landlord. Tenant shall also have the right to obtain, at its sole expense, a title insurance policy insuring its leasehold interest in and to the Premises.

A Financing Entity may: (i) enforce its rights under its leasehold mortgage and/or other loan and security documents (each, a "Security Instrument"; collectively the "Security Instruments") that encumber or otherwise convey a security or other interests in and to the property and assets of Tenant, including, but not limited to, Tenant's leasehold interests in the Premises and its rights, title and interests in and to this Lease, all of Tenant's rights, title and interests in and to all subleases and licenses of portions of the Premises to Tenant's sublessees and licensees, and all other improvements, equipment and other personal property of Tenant located at the Premises, (ii) acquire title to Tenant's interest in the Premises under this Lease in any lawful way, (iii) pending foreclosure of such Security Instruments, take possession of the Premises, and (iv) obtain, at such Financing Entity's or Tenant's sole expense, a title insurance policy insuring those Security Instruments in favor of the Financing Entity that encumber Tenant's leasehold interest in the Premises. In connection with a Financing Entity's acquisition of such title

insurance policy, Landlord shall promptly execute and deliver to the title company that is issuing such policy such landowner affidavits and/or certificates that the title company may reasonably request. If a Financing Entity shall acquire title to Tenant's interest in this Lease by whatever lawful means, including, without limitation, by foreclosure or otherwise, then the Financing Entity may freely assign this Lease without Landlord's consent.

Landlord may encumber its interest in this Lease to any third party, as security for any loan or other financing, without the consent of Tenant. This Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives, heirs, and assigns.

25. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

If to Landlord:  
Town of Hampstead New Hampshire  
C/O Board of Selectmen  
11 Main Street  
Hampstead NH 03841

If to Tenant:  
Blue Sky Towers, LLC  
Park Place West  
352 Park Street Suite 106  
North Reading, MA 01864  
Attn: Legal/Ref: NH-5018

If to Lender:  
Blue Sky Towers, LLC  
85 West Street  
Chagrin Falls, Ohio 44022  
Attn: Tom Remillard

26. APPLICABLE LAWS. During the Lease, Tenant shall maintain the Premises and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect.

27. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

(b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

LANDLORD: Town of Hampstead, a New Hampshire municipal corporation

By: *Paisiella R. Lindquist*  
Print Name: Paisiella R. Lindquist

By: *[Signature]*  
Sean P. Murphy

By: *Chad R. Bennett*  
Print Name: Chad R. Bennett

Title: Chairman, Board of Selectmen  
Date: 5-7-2016

WITNESSES:

TENANT: Blue Sky Towers, LLC  
a Delaware limited liability company

By: *[Signature]*  
Print Name: Alex Kremer

By: *[Signature]*  
Name: Jim Rech  
Its: President  
Date: 4-20-16

By: *[Signature]*  
Print Name: Sean [Signature]

BST LEGAL APPROVED

EXHIBIT 1  
Description of Parent Tract

A Portion of the Town Owned Parcel located at 311 Kent Farm Road Hampstead NH  
Map 10 Lot 4 as further described:

1241 038 Know all Men by these Presents,

10/14/1972

That I, Charles K. Heath, of Hampstead, in the County of Rockingham,  
and State of New Hampshire,

do hereby certify that the sum of Seven Hundred  
(\$700.00) hereinafter referred to as the sum of Seven Hundred Dollars,  
will and lawfully paid by The Town of Hampstead, N. H.,

the receipt whereof I do hereby acknowledge, have granted, conveyed, and sold, and by these presents do give, grant,  
convey, sell, alien, release, exempt, and confirm unto the said Town of Hampstead, N. H.,  
its heirs, assigns and assigns, forever,

A certain tract of land situated in said Hampstead on the north-  
east side of the highway leading from Hampstead to Sandown, commonly  
called "Kent's Farm Road", and bounded and described as follows: be-  
ginning at a point on said highway at a stake, by land of Heaney, said  
stake being five hundred forty (540) feet by the highway from the house  
lot formerly owned by Charles Adams; thence northeasterly by said high-  
way to land of Heaney (formerly Bailey); thence by Heaney's land N. 87  
E. one hundred five (105) rods to the brook; thence by the brook and  
land of Heath's (formerly Adams) to the end of an old wall; thence by  
the wall S. 70 W. about thirteen (13) rods to a stake and stone; thence  
S. 16 E. to an old fence where formerly were bars to land of Heath (form-  
erly Nichol's heirs); thence by Heath land S. 43 W. about six (6) rods to  
a corner in the wall; and thence, still by the Heath land, S. 44 W. to  
the land of Heaney; thence North about 30 W. five hundred ten (510) feet  
to a stake; thence northerly by land of Heaney about 44 E. sixty-nine (69)  
feet to a stake; thence North 55 W. eight hundred twenty-six (826) feet  
to point of beginning.

Containing severally (70) acres more or less, and being part of the  
premises conveyed to me by William E. Staples by his deed dated June 30,  
1972, and recorded in Rockingham Records, Vol. 743, Page 423. Said  
premises are conveyed subject to the reservation to J. S. Eastman et al,  
of rights of way and rights to a certain granite quarry on said premises,  
as mentioned in said deed to me.

EXHIBIT 2

The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available

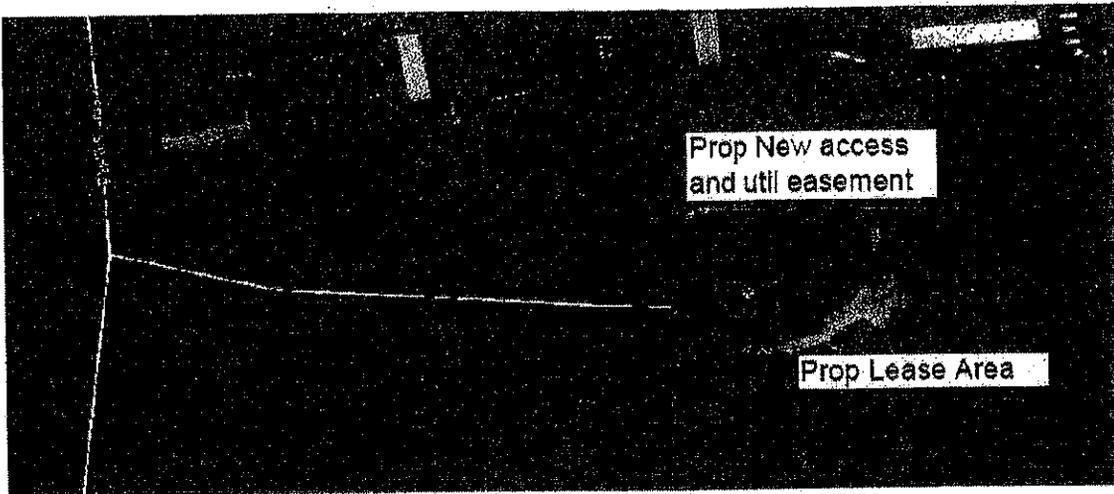
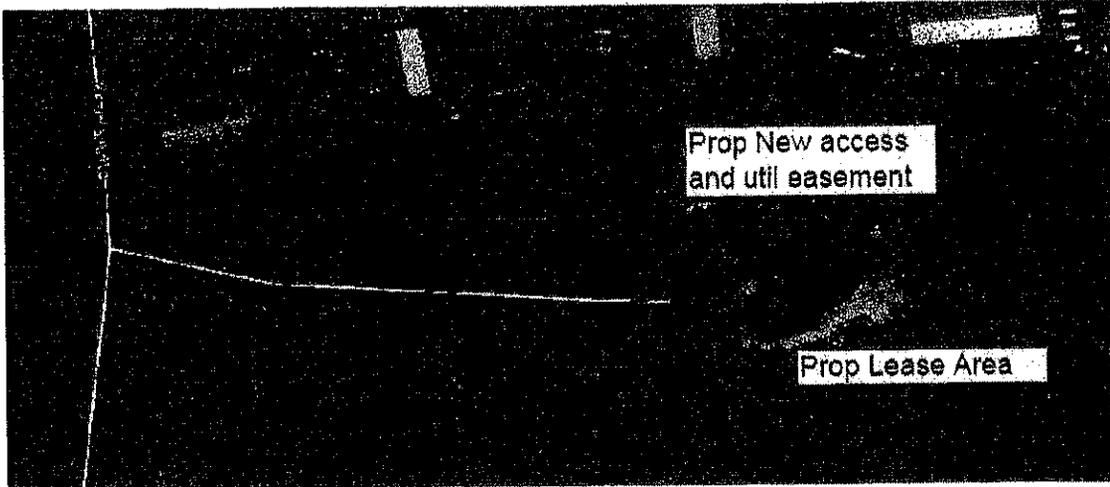


EXHIBIT 2

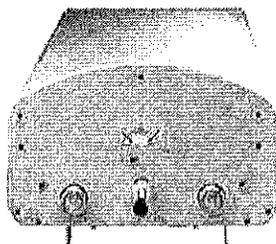
The Premises is depicted/described as follows and will be replaced by a surveyed legal description when available



# **EXHIBIT 3**

# Product Specifications

COMMSCOPE®



## LNX-6515DS-VTM

Andrew® Antenna, 698–896 MHz, 65° horizontal beamwidth, RET compatible

- Excellent choice to maximize both coverage and capacity in suburban and rural applications
- Fully compatible with Andrew remote electrical tilt system for greater OpEx savings
- Exceptional horizontal pattern roll-off and strong front-to-back ratio
- Extended bandwidth allows one antenna to serve multiple frequency allocations
- Great solution to maximize network coverage and capacity
- The RF connectors are designed for IP67 rating and the radome for IP56 rating

### Electrical Specifications

Frequency Band, MHz	698–806	806–896
Gain, dBi	16.7	17.6
Beamwidth, Horizontal, degrees	65	65
Beamwidth, Horizontal Tolerance, degrees	±2	±2
Beamwidth, Vertical, degrees	9.6	8.6
Beam Tilt, degrees	0–8	0–8
USLS, typical, dB	17	17
Front-to-Back Ratio at 180°, dB	32	27
CPR at Boresight, dB	24	24
CPR at Sector, dB	10	10
Isolation, dB	30	30
VSWR   Return Loss, dB	1.4   15.6	1.4   15.6
PIM, 3rd Order, 2 x 20 W, dBc	-150	-150
Input Power per Port, maximum, watts	400	400
Polarization	±45°	±45°
Impedance	50 ohm	50 ohm

### General Specifications

Antenna Brand	Andrew®
Antenna Type	DualPol®
Band	Single band
Brand	DualPol®   Teletilt®
Operating Frequency Band	698 – 896 MHz

### Mechanical Specifications

Color	Light gray
Connector Interface	7-16 DIN Female
Connector Location	Bottom
Connector Quantity, total	2
Lightning Protection	dc Ground
Radiator Material	Aluminum
Radome Material	Fiberglass, UV resistant
Wind Loading, maximum	878.0 N @ 150 km/h 197.4 lbf @ 150 km/h
Wind Speed, maximum	241.0 km/h   149.8 mph

# Product Specifications

COMMSCOPE®

LNX-6515DSVTM



## Dimensions

Depth	181.0 mm   7.1 in
Length	2449.0 mm   96.4 in
Width	301.0 mm   11.9 in
Net Weight	22.8 kg   50.3 lb

## Remote Electrical Tilt (RET) Information

Model with Factory Installed AISG 1.1 Actuator LNX-6515DS-R2M

Model with Factory Installed AISG 2.0 Actuator LNX-6515DS-A1M

RET System Teletilt®

## Regulatory Compliance/Certifications

### Agency

RoHS 2011/65/EU

China RoHS SJ/T 11364-2006

ISO 9001:2008

### Classification

Compliant by Exemption

Above Maximum Concentration Value (MCV)

Designed, manufactured and/or distributed under this quality management system



## Included Products

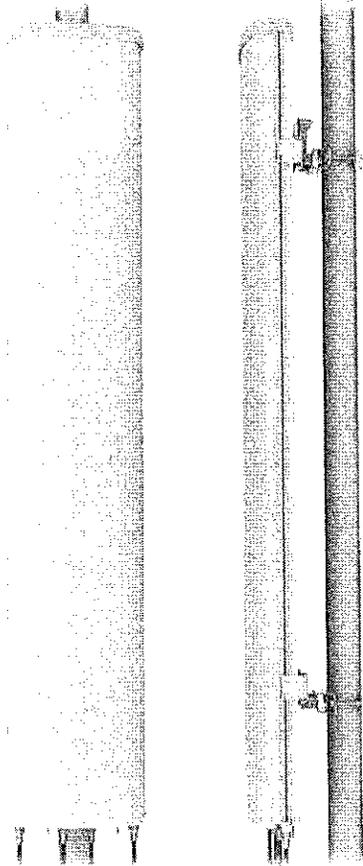
DB380-3 — Pipe Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Used for wide panel antennas. Includes three clamp sets.

DB5083D — Downtilt Mounting Kit for 2.4"-4.5" (60-115 mm) OD round members. Consists of two DB5083 heavy-duty, galvanized steel downtilt mounting brackets. This kit is compatible with the DB380-3 pipe mount for panel antennas with three mounting points.

# CMA-BDHH/6521/E0-6

## Quad-Port Antenna

### XX-Pol: 1710-2180 / 1710-2180



#### Electrical specification:

Frequency range per Input (MHz)	2 x 1710-2180			2 x 1710-2180		
	1710-1880	1850-1990	1920-2180	1710-1880	1850-1990	1920-2180
Frequency band definitions (MHz)						
Polarization (°)	Dual linear ±45			Dual linear ±45		
Gain (dBi)	20.2	20.6	21.2	20.2	20.6	21.2
Horizontal = 3dB beamwidth (°) ±4°	65	64	62	65	64	62
Vertical = 3dB beamwidth (°) ±0.3°	4.5	4.2	3.9	4.5	4.2	3.9
Adjustable electrical downtilt (°)	0-6			0-6		
Front to back ratio +/30° total power (dB)	>26			>26		
First upper sidelobe suppression (dB)	0°, 3°, 6° >18, >16, >16			0°, 3°, 6° >18, >16, >16		
First nullfill below horizon (dB)	< 20			< 20		
Cross-polar discrimination +/0° (dB)	> 20			> 20		
Cross-polar discrimination +/60° (dB)	> 10			> 10		
VSWR	< 1.5:1			< 1.5:1		
Isolation between inputs (dB)	> 30			> 30		
Isolation between bands (dB)				> 30		
Antenna Efficiency*	> 94 %			> 94 %		
Inter modulation, IM3 (dBc)				<-153 @2x43 dBm, typical <-160		
Nominal impedance (Ω)				50		
Max power per input (W)				500		

#### Mechanical specification:

Connectors	4 x 7/16 female
Connector position	Bottom
Lightning protection	DC grounded
Height/Width/Depth mm (in)	2060 (81.1) / 374 (14.7) / 132 (5.2)
Antenna weight kg (lb)	28 (61.6)

#### Wind load at 42 m/s (94 mph)

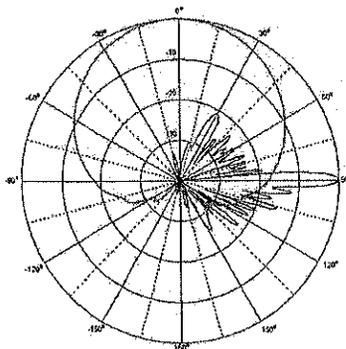
Frontal:	694 N (156 lbf)
Lateral:	135 N (30 lbf)
Rear:	873 N (196 lbf)
Survival wind speed	67 m/s (150 mph)
Colour radome	Light Grey, RAL 7035
Radome material	ASA

#### Mounting hardware:

Mounting bracket	2
Bracket weight (complete)	5.2 kg (11.5 lb)
Pole diameter	45-120 mm (1.8-4.7 in)
Tilt bracket	0° - 5° mechanical

#### Ordering Information:

CMA-BDHH/6521/E0-6/MET	110420
CMA-BDHH/6521/E0-6/RET	110425

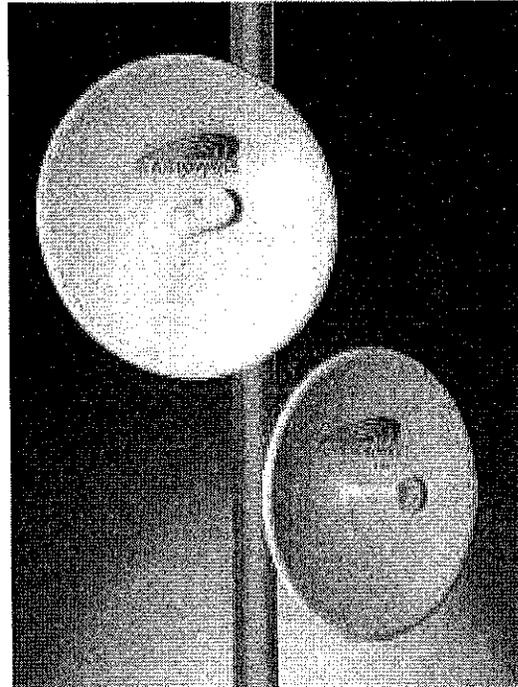




## 5.250 - 5.850 GHz PARABOLIC SUBSCRIBER ANTENNAS

### FEATURES

- **Antenna diameters:**
  - 1' (30 cm)
  - 1.5' (45 cm)
  - 2' (60 cm)
  - 3' (90 cm)
  - 4' (120 cm)
  - 6' (180 cm)
- **Antenna weights:**
  - 1' 15 lbs. (6.8kg)
  - 1.5' 18 lbs. (8.3kg)
  - 2' 22 lbs. (9.9kg)
  - 3' 35 lbs. (15.8kg)
  - 4' 60 lbs. (27.0kg)
  - 6' 90 lbs. (40.5kg)
- **Lightweight and rugged design**
- **Easily installed**
- **RF Connector Interface:** Type "N" female
- **Standard color white:** other colors available on request
- **Radome standard on 1' and 1.5' models, optional for all other models**
- **Dual polarity models also available**



### ELECTRICAL SPECIFICATIONS (typical performance)\*

Model Number	Frequency, GHz	Polarization	Gain dBi (nominal)	Beamwidth ° -3dB	X-Pol. Rejection, dB	F/B Ratio dB	VSWR, Max (R.L., dB)
SP1-5.2	5.250 - 5.850	Single	22.0	12.0	17	30	1.5:1 (14.0)
SP1.5-5.2	5.250 - 5.850	Single	25.3	8.5	20	32	1.5:1 (14.0)
SP2-5.2	5.250 - 5.850	Single	28.0	6.2	28	36	1.5:1 (14.0)
SP3-5.2	5.250 - 5.850	Single	31.2	4.2	30	38	1.5:1 (14.0)
SP4-5.2	5.250 - 5.850	Single	34.6	3.4	30	42	1.5:1 (14.0)
SP6-5.2	5.250 - 5.850	Single	37.6	2.2	30	44	1.5:1 (14.0)

\* All specifications subject to change without notice.

# Remote Radio Unit Description

## RRUS 11 and RRUS 61

---

### DESCRIPTION

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# 1 Introduction

This document describes the Remote Radio Unit multi-Standard (RRUS) 11 and the RRUS 61. In the document, RRUS without a model number means both RRUS 11 and RRUS 61.

**Note:** Remote Radio Unit (RRU) is often used as a generic expression for a remotely installed Radio Unit (RU). It is also the name of models prior to the RRUS versions described in this document, for example RRUW.

## 1.1 Warranty Seal

The unit is equipped with a warranty seal sticker.

**Note:** Seals that has been implemented by Ericsson shall not be broken or removed, as it otherwise will void warranty.

## 2 Product Overview

The RRUS remotely extends the reach of the RBS by up to 40 km. The RRUS is designed to be located near the antenna. A fiber optic cable connects the RRUS to the RBS main unit or an expanded macro RBS. The RRUSs can be connected in a star configuration or in a cascade configuration with optical cable links as shown in Figure 1.

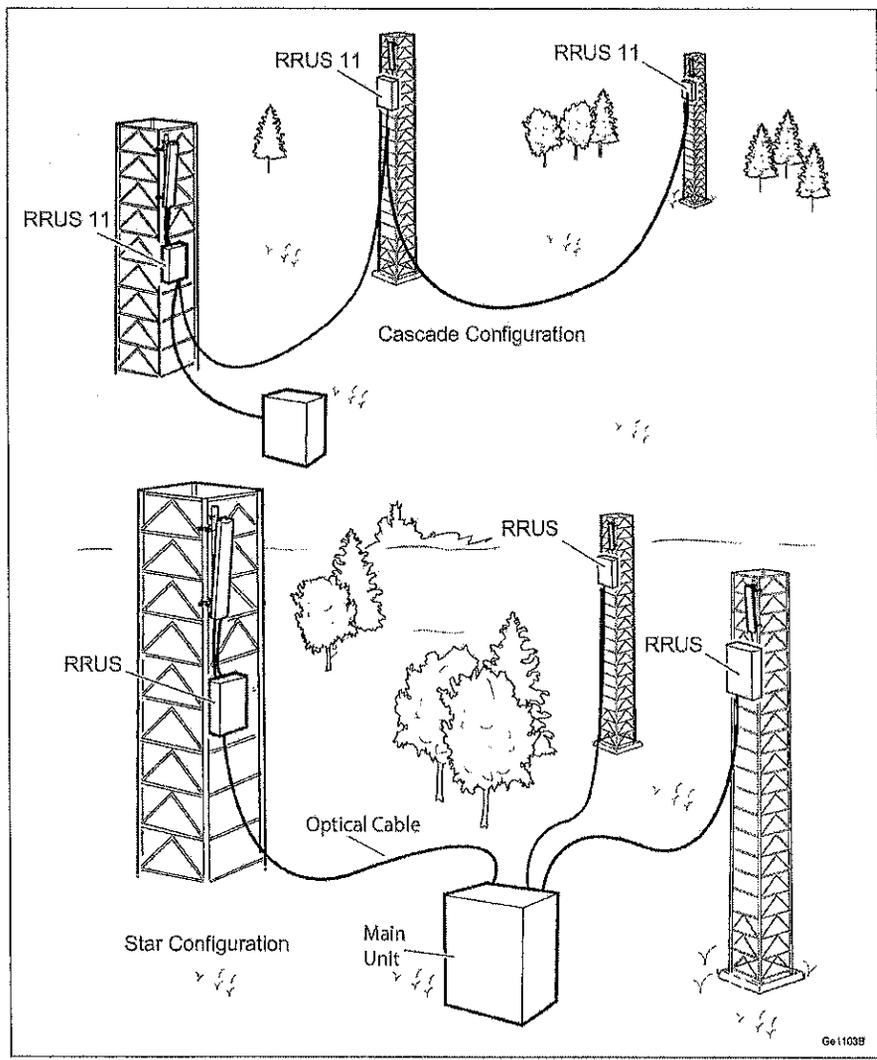


Figure 1 RRUSs in Star and Cascade Configurations



## 3 Technical Data

This section describes the physical characteristics, environmental data, and the power supply of the RBS.

### 3.1 Dimensions

This section provides technical data and dimensions for the RRUS 11, and RRUS 61.

#### 3.1.1 RRUS 11 Dimensions

Table 1 lists the technical data for the RRUS 11. Figure 2 shows the dimensions for the RRUS 11.

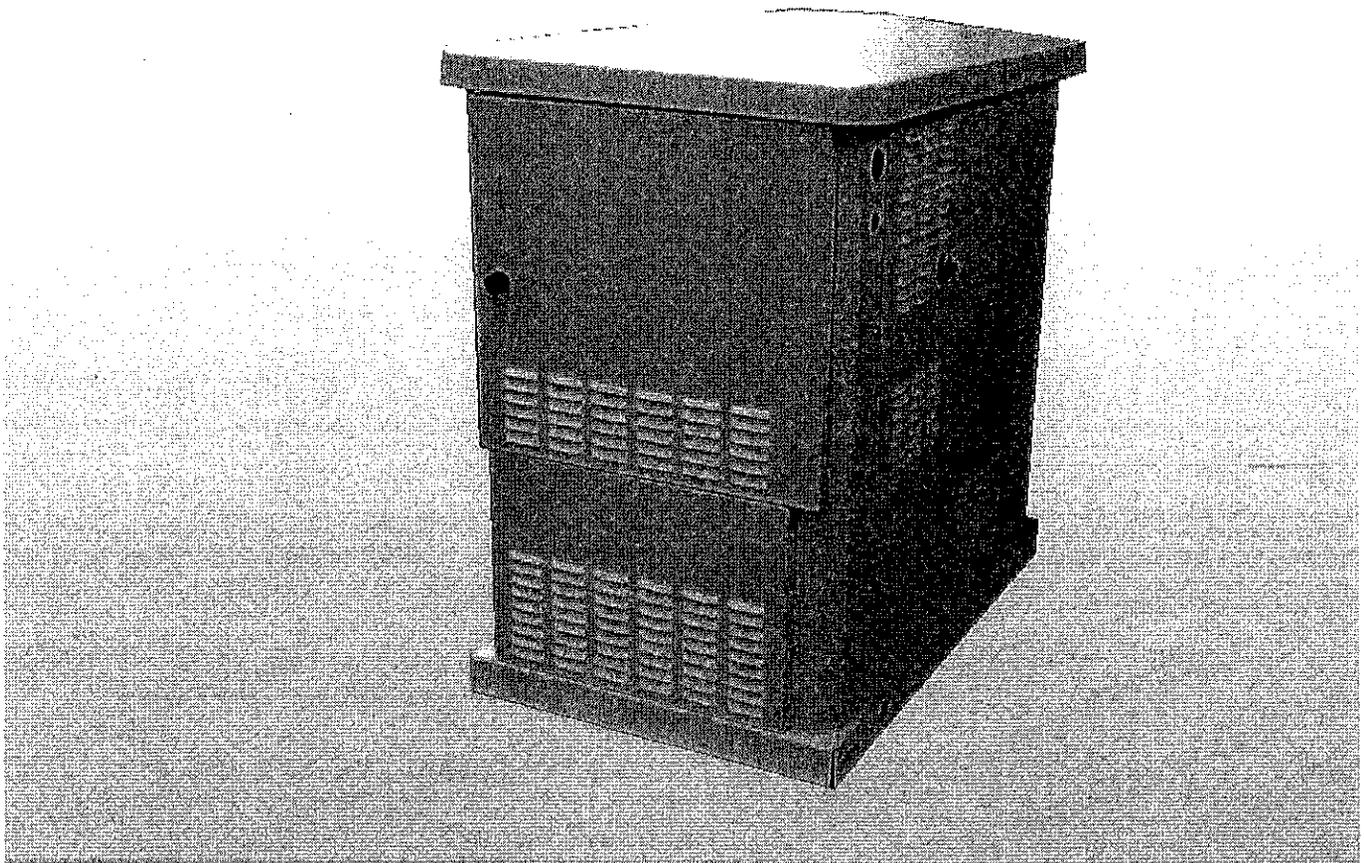
*Table 1 RRUS 11 Technical Data*

Description	Value
Maximum nominal output power	Without license key: 2x10 W or 1x20 W
	2x20 W or 1x40 W (1x30 W), 2x30 W, 2x40 W <sup>(1)</sup> require license keys <sup>(2)</sup>
Number of carriers	Without licence key: one carrier
	With license keys: up to four carriers



Description	Value
Frequency	1920 to 1980 MHz uplink 2110 to 2170 MHz downlink B1 for WCDMA and LTE
	1850 to 1910 MHz uplink 1930 to 1990 MHz downlink B2 for WCDMA and LTE
	1710 to 1755 MHz uplink 2110 to 2155 MHz downlink B4 for WCDMA and LTE
	824 to 849 MHz uplink 869 to 894 MHz downlink B5 for WCDMA and LTE
	2,500 to 2,570 MHz uplink 2,620 to 2,690 MHz downlink B7 for LTE
	699 to 715 MHz uplink 729 to 745 MHz downlink B12 for LTE <sup>(3)</sup>
	832 to 862 MHz uplink 791 to 821 MHz downlink B20 for LTE
	1850 to 1915 MHz uplink 1930 to 1995 MHz downlink B25 for LTE
	1850 to 1910 MHz uplink 1930 to 1990 MHz downlink B25 for CDMA
	817 MHz to 824 MHz uplink 862 MHz to 869 MHz downlink B26A for CDMA and LTE

# **EXHIBIT 4**



# PowerGen 7500

DC Generator

## Product Feature

- Reliable 52V DC backup solution
- Extremely simple installation
- Extended run times
- Automated exercising routines
- Intelligent control panel monitoring
- Minimal maintenance

[www.deltaww.com](http://www.deltaww.com)



Smarter. Greener. Together.

# Specifications

1. General	
Construction	Aluminum enclosure with Pre-galvanized steel base
Dimensions (W x H x D)	27 x 40 x 42 in (686 x 1016 x 1067 mm)
Weight	350 lbs (159 kg) (without optional start batteries)
Mounting options	Pad-mount
Finish	Polyester Powder Paint (Gray)
Fuel options	Propane (LPG) or Natural Gas
Safety	UL2200 Listed
2. Environment	
Operating temperature	-20°C to +46°C (-4F to +115F)
Protection class	IP55 electronics enclosure
Altitude	< 4000m above mean sea level
Acoustics	76 dB(A) at 23 feet (7m)
3. Generator Specifications	
Output Power (W)	7500W
Output Voltage (V)	52V DC
Output Voltage Regulation	± 250mV
Engine	570cc Air Cooled Engine
DC Motor	Permanent Magnet Brushed DC Motor
RPM	3450 to 3750
Fuel consumption	1.2 lbs/hr @ 5kW, LPG
Gas inlet pressure	11 in-H <sub>2</sub> O (0.40 psi)
Output connections	¼"-20, 5/8" C-C threaded stud interface for 1/0 2-hole lugs
Output protection	200A Circuit Breaker
4. Batteries	
Site	Start-up from site batteries (50A@49V for <2min)
Start-up (optional)	Start-up with no energy from site batteries
5. Control and Interface	
Controls	Auto, Run, Stop
Alarms	Critical, Major, Minor alarm relays (Form-C)
Craft Interface	RJ45 Ethernet
Automated Exercise	Automated periodic exercising with weekend and holiday blackout
6. Ordering Information	
ESOG150-PCA01	PowerGen 7500 with Large Oil Reservoir
5100266100	2.5 gallon jug of Special Oil for PowerGen 7500 — Required for EPA emissions
3799485900-S	Battery Heater Kit
0999142400	Battery String, 48V, 100Ah

\*All specifications are subject to change without prior notice.

Delta Group Website:  
www.deltaww.com

Product Website:  
www.deltapowersolutions.com

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Shanghai, P.R.C., China

### Japan

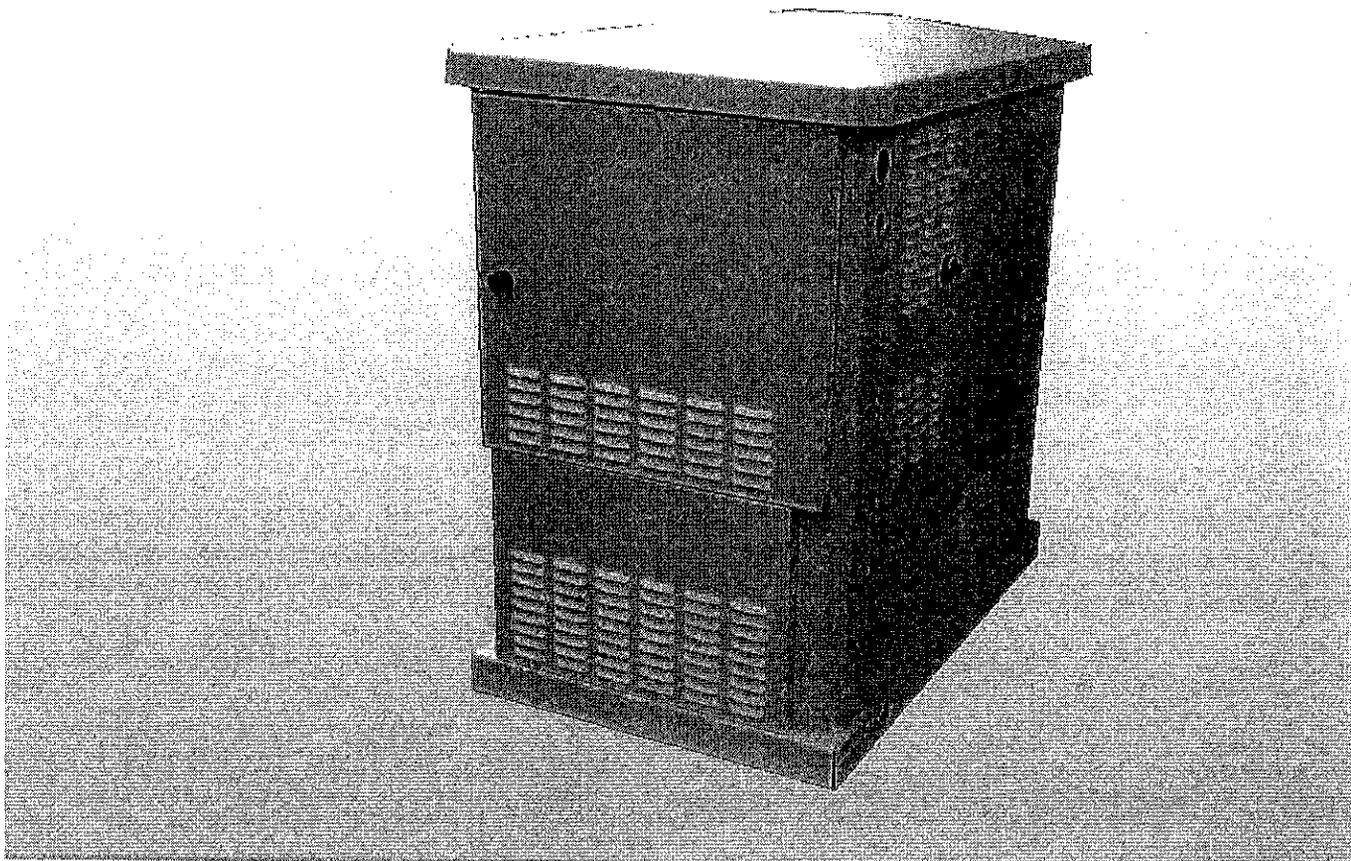
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# PowerGen 7500

DC Generator

## Product Feature

- Reliable 52V DC backup solution
- Extremely simple installation
- Extended run times
- Automated exercising routines
- Intelligent control panel monitoring
- Minimal maintenance

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Smarter. Greener. Together.

# Specifications

## 1. General

Construction	Aluminum enclosure with Pre-galvanized steel base
Dimensions (W x H x D)	27 x 40 x 42 in (686 x 1016 x 1067 mm)
Weight	350 lbs (159 kg) (without optional start batteries)
Mounting options	Pad-mount
Finish	Polyester Powder Paint (Gray)
Fuel options	Propane (LPG) or Natural Gas
Safety	UL2200 Listed

## 2. Environment

Operating temperature	-20°C to +46°C (-4F to +115F)
Protection class	IP55 electronics enclosure
Altitude	< 4000m above mean sea level
Acoustics	76 dB(A) at 23 feet (7m)

## 3. Generator Specifications

Output Power (W)	7500W
Output Voltage (V)	52V DC
Output Voltage Regulation	± 250mV
Engine	570cc Air Cooled Engine
DC Motor	Permanent Magnet Brushed DC Motor
RPM	3450 to 3750
Fuel consumption	1.2 lbs/hr @ 5kW, LPG
Gas inlet pressure	11 in-H <sub>2</sub> O (0.40 psi)
Output connections	¼"-20, 5/8" C-C threaded stud interface for 1/0 2-hole lugs
Output protection	200A Circuit Breaker

## 4. Batteries

Site	Start-up from site batteries (50A@49V for <2min)
Start-up (optional)	Start-up with no energy from site batteries

## 5. Control and Interface

Controls	Auto, Run, Stop
Alarms	Critical, Major, Minor alarm relays (Form-C)
Craft interface	RJ45 Ethernet
Automated Exercise	Automated periodic exercising with weekend and holiday blackout

## 6. Ordering information

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# **EXHIBIT 5**

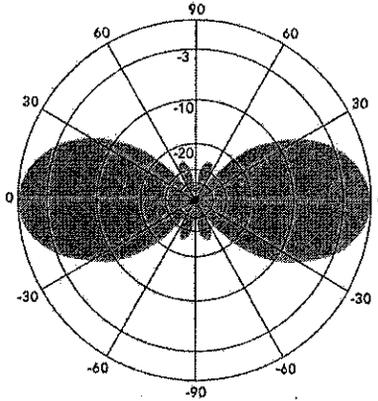
## ANT140F2

### FIBERGLASS COLLINEAR ANTENNA 2.5 dBd

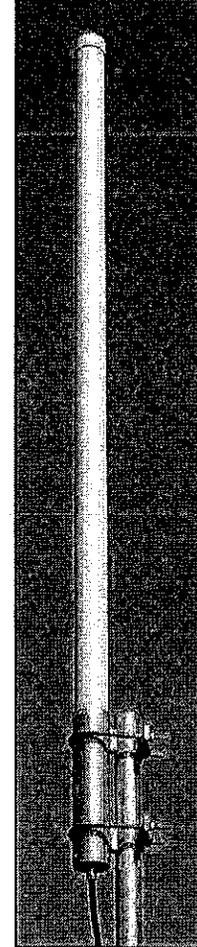
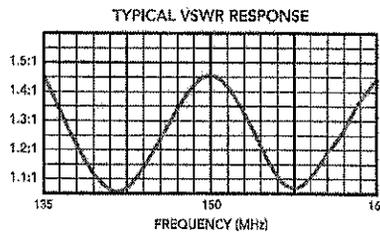
The Telewave ANT140F2 is an extremely rugged collinear antenna, with moderate gain and wide vertical beamwidth. This compact antenna produces 2.5 dBd gain, and is designed for operation in all environmental conditions. The antenna is constructed with brass and copper elements, with a path to DC ground potential for lightning impulse protection.

All junctions are fully soldered to prevent RF intermodulation, and each antenna is completely protected within a rugged, high-tech radome to ensure survivability in the worst environments. The "Cool Blue" radome provides maximum protection from corrosive gases, ultraviolet radiation, icing, salt spray, acid rain, and wind blown abrasives.

The ANT140F2 includes the ANTC485 dual clamp set for mounting to a 1.5" to 3" O.D. support pipe, and a 24" removable RG-213 N-Male jumper.



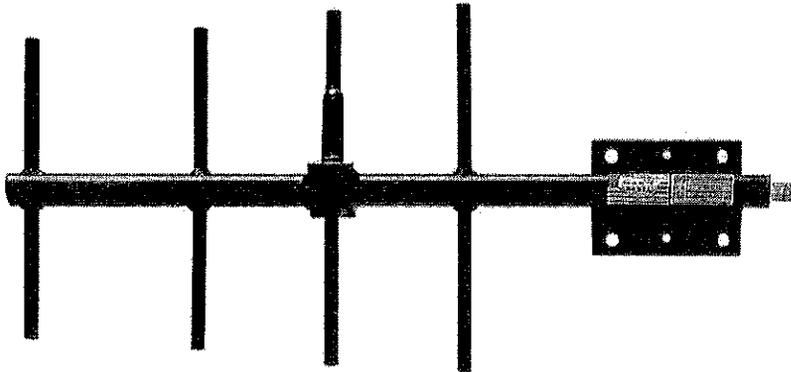
ANT140F2 - 150 MHz  
Vertical Plane  
Gain = 2.51 dBd



SPECIFICATIONS			
Frequency (continuous)	135-165 MHz	Dimensions (L x base diam.) in.	66 x 2.75
Gain	2.5 dBd	Tower weight (antenna + clamps)	13 lb.
Power rating (typ.)	500 watts	Shipping weight	17 lb.
Impedance	50 ohms	Wind rating / with 0.5" ice	200 / 150 MPH
VSWR	1.5:1 or less	Maximum exposed area	1.4 ft. <sup>2</sup>
Pattern	Omnidirectional	Lateral thrust at 100 MPH	55 lb.
Vertical beamwidth	38°	Bending moment at top clamp	83 ft. lb.
Termination	Recessed N Female 7-16 DIN-F opt.	(100 MPH, 40 PSF flat plate equiv.)	

## ANT450Y7-WR

### YAGI ANTENNA 7 dBd



The Telewave ANT450Y7-WR is a high performance directional antenna, designed especially for point to point as well as point/multipoint applications. This antenna produces 7 dBd forward gain with an excellent front-to-back ratio. Solid aluminum elements with 360° welds provide exceptional strength and prevent intermodulation.

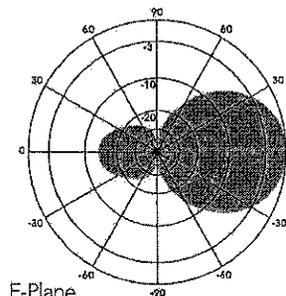
Each antenna is completely protected with our high-tech Txylan™ coating, which provides icing resistance and protection from corrosive gases, UV radiation, salt spray, acid rain and wind-blown sand. The feed line is protected within the boom, and the radiating element is completely sealed

against ice and other hazards with a tough, RF-transparent radome.

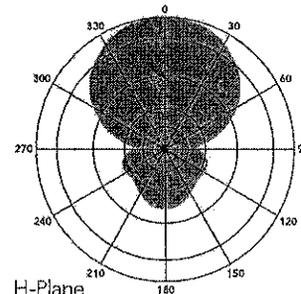
The ANT450Y7-WR includes a welded vertical plate and mast clamp set. A horizontal welded plate is optional, or the ANTM400H adapter can be used. The clamp set fits any vertical mast or tower support from 1.5"-3.5" O.D.

For installations on angled supports, the Universal mount option deletes the welded clamp, providing 3 separate planes of rotation and almost any required orientation. The "U" mount attaches to virtually all supports up to 3.5" in diameter, and can be adapted to flat surfaces and utility poles.

ANT450Y7-WR at 460 MHz

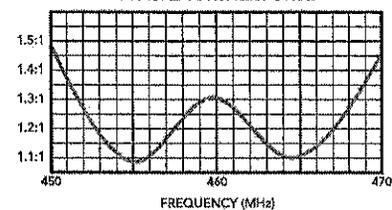


E-Plane  
Gain: 7.2 dBd



H-Plane  
Gain: 7.2 dBd

TYPICAL VSWR RESPONSE



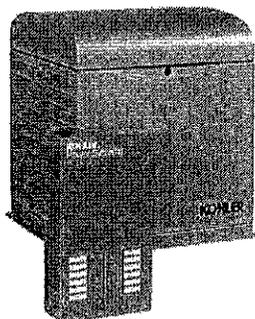
SPECIFICATIONS			
Frequency (continuous)	450-470 MHz	Elements	4
Gain (typ)	7 dBd	Dimensions (L x H)	29 x 13 in.
Power rating (typ)	500 watts	Antenna weight	5 lb.
Impedance / VSWR	50 ohms / 1.5:1 (max)	Shipping weight	9 lb.
Front to back ratio (min)	20 dB	Wind rating / with 0.5" ice	150 / 125 MPH
Beamwidth V/H	54° / 80°	Exposed area (flat plate equiv.)	0.33 ft. <sup>2</sup>
Pattern / Polarization	Directional / Vertical	Lateral thrust at 100 MPH	13.4 lb.
Termination	N Female or 7-16 DIN (opt)	(40 psf - flat plate equiv.)	

# **EXHIBIT 6**

Models: **10/12RESVL**

# KOHLER Power Systems

Multi-Fuel  
LPG/Natural Gas



## The Kohler® Advantage

- **High Quality Power**  
Kohler home generators provide advanced voltage and frequency regulation along with ultra-low levels of harmonic distortion for excellent generator power quality to protect your valuable electronics.
- **Extraordinary Reliability**  
Kohler is known for extraordinary reliability and performance and backs that up with a 5-year or 2000 hour limited warranty.
- **Powerful Performance**  
Exclusive Powerboost™ technology provides excellent starting power. The Kohler 12 kW generator can easily start and run a 5 ton air conditioner with up to 5 kW preload.\*
- **Enclosure**  
Bold new Kohler design in steel, dipped in e-coat for extra corrosion protection and painted with a durable powder coat finish
- **Quiet Operation**  
Kohler home generators provide quiet, neighborhood-friendly performance.

## Standard Features

- **DC2 Controller**
  - One digital controller manages both the generator set and Model RXT transfer switch functions
  - Designed for today's most sophisticated electronics.
  - Electronic speed control responds quickly to varying household demand.
  - Digital voltage regulation protects your sensitive electronics from harmonic distortion and unstable power quality.
  - Two-line, backlit LCD display is easy to read, even in direct sunlight or low light.
  - OnCue® Plus Generator Management System for remote monitoring is included with every generator.
- **Kohler Engine Features**
  - Kohler Series 7000 V-twin engine with efficient OHV design
  - Powerful, reliable air-cooled performance
  - Simple field conversion between natural gas and LPG fuels while maintaining emission certification
- **Designed for Easy Installation**
  - Steel base
  - Hinged, locking roof
  - Fuel and electrical connections through the enclosure wall eliminate the need for stub-ups through the bottom
  - Accepts natural gas fuel pressure as low as 3.5 inches
  - Load connection terminal block allows easy field wiring
  - Designed for outdoor installation only
- **Approved for stationary standby applications in locations served by a reliable utility source**
- **Meets 181 mph wind rating**
- **Model RXT Transfer Switch**
  - 100 amp ATS w/NEMA 1 enclosure with 12-space load center for indoor installation is included
  - See page 4 for additional information
- **Certifications**
  - Meets emission regulations for U.S. Environmental Protection Agency (EPA) 40 CFR 60 stationary source standards with both LPG and natural gas.  
**Note:** CARB does not regulate emergency standby generators outputting less than 50 HP. Only the EPA standards apply.
  - UL 2200 listed (60 Hz model)
  - Accepted by the Massachusetts Board of Registration of Plumbers and Gas Fitters.

## Generator Ratings

Model	Voltage	Phase	Hz	Alternator	Standby Ratings			
					Natural Gas kW/kVA	Amps	LPG kW/kVA	Amps
10RESVL	120/240	1	60	2F3	9/9	37.5	10/10	41.7
12RESVL	120/240	1	60	2F4	11/11	45.8	12/12	50

**RATINGS:** Standby ratings apply to installations served by a reliable utility source. All single-phase units are rated at 1.0 power factor. The standby rating is applicable to variable loads with an average load factor of 80% for the duration of the power outage. No overload capacity is specified at this rating. Ratings are in accordance with ISO-3046/1, BS5514, AS2789, and DIN 6271. **GENERAL GUIDELINES FOR DERATING: ALTITUDE:** Derate 4% per 305 m (1000 ft.) elevation above 153 m (500 ft.). **TEMPERATURE:** Derate 2% per 5.5°C (10°F) temperature increase above 18°C (60°F). Availability is subject to change without notice. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler Co. generator distributor for availability.

\* Check the appliance manufacturer's specifications for actual power requirements. Consult a Kohler® Power Systems professional to calculate your exact residential power system requirements.

# Alternator Specifications

## Alternator Specifications

Specifications	PowerBoost™ Generator 1-Phase	
Manufacturer	Kohler	
Output reconnectable	120/240	
Type	2-Pole, Rotating Field	
Leads, quantity	4	
Voltage regulator	Digital	
Insulation:	NEMA MG1-1.66	
Material	Class H	
Temperature rise	Class H	
Bearing: quantity, type	1, Sealed Ball	
Coupling	Direct	
Amortisseur windings	Full	
Voltage regulation, no-load to full-load RMS	± 1.0%	
One-step load acceptance	100% of Rating	
Peak motor starting kVA:	(35% dip for voltages below)	
240 V, 2F3	(60 Hz)	16.8
240 V, 2F4	(60 Hz)	20.3

## Alternator Features

- Compliance with NEMA, IEEE, and ANSI standards for temperature rise
- Self-ventilated and drip-proof construction
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform and minimum harmonic distortion from skewed alternator construction
- Digital voltage regulator with ±1.0% no-load to full-load RMS regulation
- Rotating-field alternator with static exciter for excellent load response
- Total harmonic distortion (THD) from no load to full load with a linear load is less than 5%.

# Application Data

## Engine

Engine Specifications	10RESVL	12RESVL
Manufacturer	Kohler	
Engine: model, type	KT725	
Cylinder arrangement	V-2	
Displacement, cm <sup>3</sup> (cu. in.)	725 (44)	
Bore and stroke, mm (in.)	83 x 67 (3.3 x 2.6)	
Compression ratio	9.0:1	
Main bearings: quantity, type	2, Parent Material	
Rated RPM	3600	
60 Hz	3600	
Max. engine power at rated rpm, kW (HP)		
LPG, 60 Hz	16 (21.4)	
Natural gas, 60 Hz	13.4 (18)	
Cylinder head material	Aluminum	
Valve material	Steel/Stellite®	
Piston type and material	Aluminum Alloy	
Crankshaft material	Heat Treated, Ductile Iron	
Governor: type	Electronic	
Frequency regulation, no load to full load	Isochronous	
Frequency regulation, steady state	±1.0%	
Air cleaner type	Dry	

## Exhaust

Exhaust System	10RESVL	12RESVL
Exhaust temperature exiting the enclosure at rated kW, dry, °C (°F)	106 (224)	106 (224)

## Engine Electrical

Engine Electrical System	10RESVL	12RESVL
Ignition system	Electronic, Capacitive Discharge	
Starter motor rated voltage (DC)	12	
Battery (purchased separately):		
Ground	Negative	
Volts (DC)	12	
Battery quantity	1	
Recommended cold cranking amps: (CCA) rating for -18°C (0°F)	500	
Group size	51	

## Lubrication

Lubricating System	10RESVL	12RESVL
Type	Full Pressure	
Oil capacity (with filter), L (qt.) *	1.9 (2.0)	
Oil filter: quantity, type	1, Cartridge	

\* Oil capacity for a new, dry engine.

## Fuel Pipe Size

Pipe Length, m (ft.)	10RESVL		12RESVL	
	Natural Gas 179,000 Btu/hr.	LPG 222,500 Btu/hr.	Natural Gas 216,000 Btu/hr.	LPG 257,500 Btu/hr.
8 (25)	3/4	3/4	3/4	3/4
15 (50)	1	3/4	1	1
30 (100)	1	1	1-1/4	1
46 (150)	1 1/4	1	1-1/4	1 1/4
61 (200)	1 1/4	1 1/4	1 1/4	1 1/4

## Fuel Requirements

Fuel System	10RESVL	12RESVL
Fuel types	Natural Gas or LPG	
Fuel supply inlet	1/2 NPT	
Fuel supply pressure, kPa (in. H <sub>2</sub> O):		
Natural gas	.87-2.7 (3.5-11)	
LP	1.7-2.7 (7-11)	

Fuel Composition Limits *	Nat. Gas	LPG
Methane, % by volume (minimum)	90 min.	—
Ethane, % by volume (maximum)	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume (maximum)	0.1 max.	5.0 max.
C <sub>4</sub> and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass (maximum)	25 max.	
Lower heating value, MJ/m <sup>3</sup> (Btu/ft <sup>3</sup> ), (minimum)	33.2 (890)	84.2 (2280)

\* Contact your local distributor for suitability and rating derates based on fuel compositions outside these limits.

## Operation Requirements

Fuel Consumption			
Model	Fuel Type	% Load	Fuel Consumption, m <sup>3</sup> /hr. (cfh)
10RESVL	Natural Gas	100	5.1 (179)
		75	4.1 (145)
		50	3.4 (120)
		25	2.7 (97)
		Exercise	2.1 (75)
	LPG	100	2.5 (89)
		75	2.0 (69)
		50	1.5 (52)
		25	1.1 (39)
		Exercise	0.8 (29)
12RESVL	Natural Gas	100	6.1 (216)
		75	4.5 (160)
		50	3.6 (128)
		25	2.8 (99)
		Exercise	2.1 (74)
	LPG	100	2.9 (103)
		75	2.2 (76)
		50	1.6 (57)
		25	1.2 (42)
		Exercise	0.8 (30)
Nominal fuel rating:		Natural gas:	37 MJ/m <sup>3</sup> (1000 Btu/ft. <sup>3</sup> )
		LPG:	93 MJ/m <sup>3</sup> (2500 Btu/ft. <sup>3</sup> )
LPG conversion factors:		8.58 ft. <sup>3</sup> = 1 lb.	
		0.535 m <sup>3</sup> = 1 kg	
		36.39 ft. <sup>3</sup> = 1 gal.	

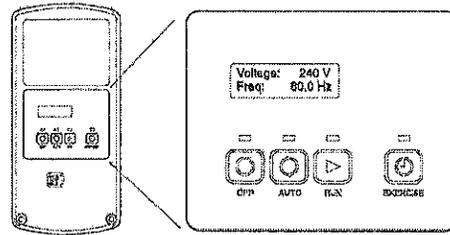
## Sound Data

Model 10RESVL and 12RESVL 8 point logarithmic average sound levels are 67 dB(A) during weekly engine exercise and 71 dB(A) during full-speed generator diagnostics and normal operation. The lowest point sound levels are 64 dB(A) and 69 dB(A) respectively as compared to competitor ratings.\*

All sound levels are measured at 7 meters with no load.

\* Lowest of 8 points measured around the generator. Sound levels at other points around generator may vary depending on installation parameters.

## DC2 Controller



The DC2 controller provides integrated control for the generator set, Kohler® Model RXT transfer switch, programmable interface module (PIM), and load control module (LCM).

The DC2 controller's 2-line LCD screen provides a clear, easy-to-read display of status messages, even in direct sunlight or low light.

## DC2 Controller Features

- OFF, AUTO, RUN, and EXERCISE pushbuttons
- LED indicators for OFF, AUTO, RUN, and EXERCISE modes
- LCD display
  - Two lines x 16 characters per line
  - Backlit display with adjustable contrast for excellent visibility in all lighting conditions
- Scrolling system status display
  - Generator set status
  - Voltage and frequency
  - Engine temperature
  - Oil pressure
  - Battery voltage
  - Engine runtime hours
  - Maintenance reminders
  - OnCue® Plus status (connected/disconnected)
- Date and time displays
- Smart engine cooldown senses engine temperature
- Digital isochronous governor to maintain steady-state speed at all loads
- Digital voltage regulation: ± 1.0% RMS no-load to full-load
- Automatic start with programmed cranking cycle
- Exercise modes
  - Unloaded weekly exercise with complete system diagnostics
  - Unloaded full-speed exercise
  - Loaded full-speed exercise (Model RXT ATS required)
- Front-access mini USB connector for SiteTech™ or USB Utility connection
- Integral Ethernet connector for Kohler® OnCue® Plus
- Built-in 2.5 amp battery charger
- Remote two-wire start/stop capability for optional connection of Model RDT or RSB transfer switches
- Diagnostic messages
  - Displays diagnostic messages for the engine, generator, Model RXT transfer switch, programmable interface module (PIM), and load control module (LCM)
  - Over 70 diagnostic messages can be displayed
- A laptop computer and Kohler® SiteTech™ software can be used to change system settings or upgrade controller firmware.

### Generator Set Standard Features

- ATS: Model RXT automatic transfer switch with indoor enclosure and 12-circuit load center
- Battery cables
- Flexible fuel line
- Critical silencer
- DC2 generator set/ATS controller
- EPA certified fuel system
- Field-connection terminal block
- Fuel solenoid valve and secondary regulator
- Line circuit breaker:  
 10RESVL: 50 amps  
 12RESVL: 60 amps
- Multi-fuel system, LPG/natural gas, field-convertible
- Oil drain extension with shutoff valve
- OnCue® Plus Generator Management System
- Rodent-resistant construction
- Sound enclosure with sound-deadening, flame-retardant foam per UL 94, class HF-1
- 5-year limited warranty

### Model RXT Transfer Switch



- 100 amp RXT with 12-space load center and NEMA 1 steel enclosure for indoor installation
- UL listed
- 240 VAC/60 Hz
- Withstand rating 10,000 amps with specified breakers
- Designed for use only with Kohler® generator sets equipped with the RDC2 or DC2 controller
- See RXT Specification Sheet for more information

### Available Accessories

#### Concrete Mounting Pads

- Concrete mounting pad, 3 in. thick
- Concrete mounting pad, 4 in. thick (recommended for storm-prone areas)

### Available Accessories, Continued

#### Controller Accessories

- Programmable Interface Module (PIM) (provides 2 digital inputs and 6 relay outputs)
- Load Control Module (LCM) (provides 4 power relays and 2 HVAC relays)

#### Electrical System

- Battery

#### Maintenance

- Maintenance kit

#### Literature

- General maintenance literature kit
- Overhaul literature kit
- Production literature kit

#### Starting Aids

- Carburetor heater, 120 VAC (recommended for reliable starting at temperatures below 0°C [32°F])

#### Miscellaneous Accessories

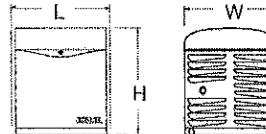
- \_\_\_\_\_
- \_\_\_\_\_

\* Accessories are available through Kohler authorized distributors and dealers.

### Generator Set Dimensions and Weights

Overall Size, L x W x H: 777 x 712 x 824 mm (30.6 x 28 x 32.4 in.)

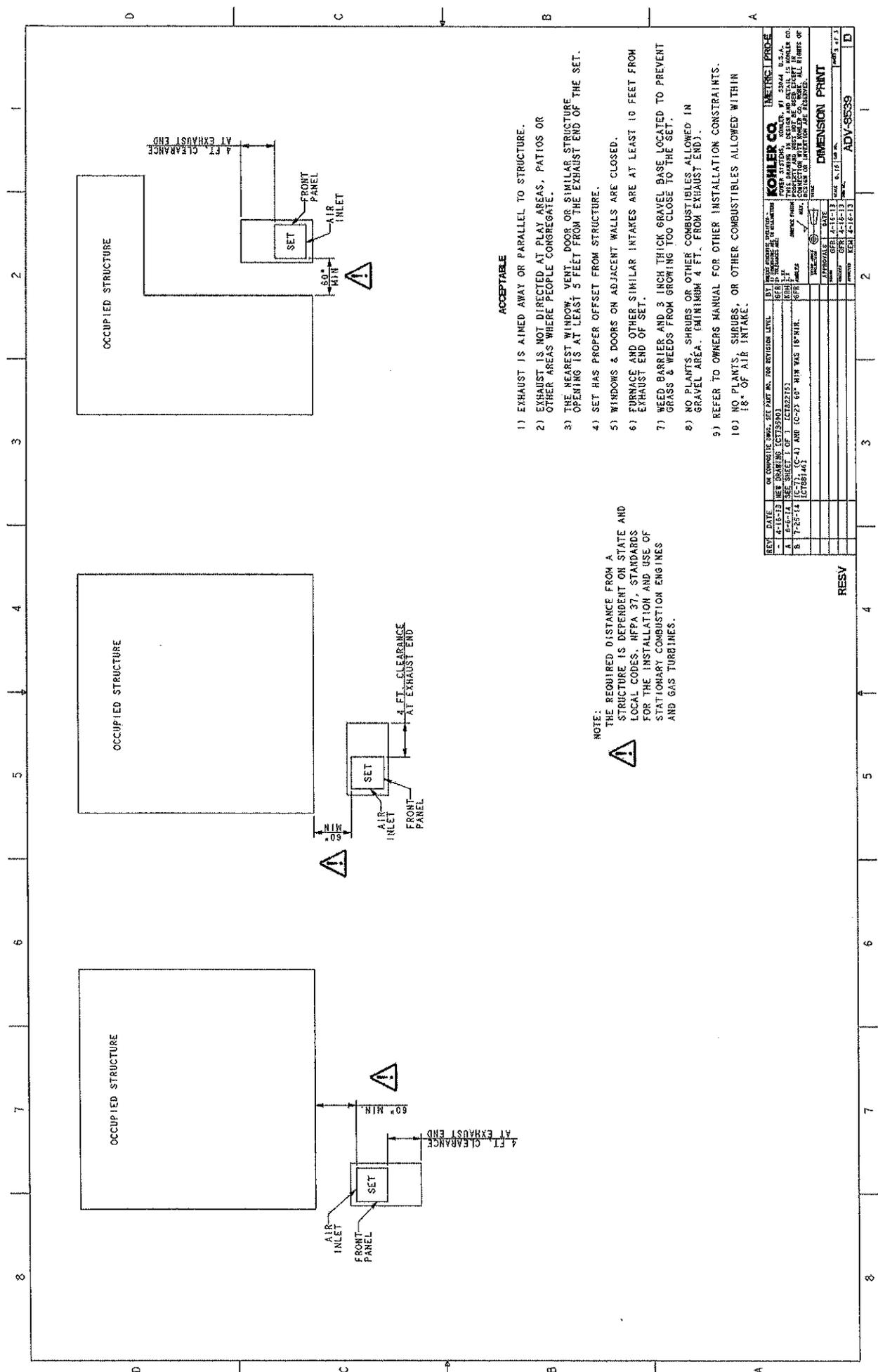
Shipping Weight:  
 10RESVL w/ATS 203 kg (448 lb.)  
 12RESVL w/ATS 205 kg (453 lb.)



NOTE: Dimensions are provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

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**ACCEPTABLE**

- 1) EXHAUST IS AIMED AWAY OR PARALLEL TO STRUCTURE.
- 2) EXHAUST IS NOT DIRECTED AT PLAY AREAS, PATIOS OR OTHER AREAS WHERE PEOPLE CONGREGATE.
- 3) THE NEAREST WINDOW, VENT, DOOR OR SIMILAR STRUCTURE OPENING IS AT LEAST 5 FEET FROM THE EXHAUST END OF THE SET.
- 4) SET HAS PROPER OFFSET FROM STRUCTURE.
- 5) WINDOWS & DOORS ON ADJACENT WALLS ARE CLOSED.
- 6) FURNACE AND OTHER SIMILAR INTAKES ARE AT LEAST 10 FEET FROM EXHAUST END OF SET.
- 7) WEED BARRIER AND 3 INCH THICK GRAVEL BASE LOCATED TO PREVENT GRASS & WEEDS FROM GROWING TOO CLOSE TO THE SET.
- 8) NO PLANTS, SHRUBS OR OTHER COMBUSTIBLES ALLOWED IN GRAVEL AREA. (MINIMUM 4 FT. FROM EXHAUST END).
- 9) REFER TO OWNERS MANUAL FOR OTHER INSTALLATION CONSTRAINTS.
- 10) NO PLANTS, SHRUBS, OR OTHER COMBUSTIBLES ALLOWED WITHIN 18" OF AIR INTAKE.

**NOTE:**  
 THE REQUIRED DISTANCE FROM A STRUCTURE IS DEPENDENT ON STATE AND LOCAL CODES. NFPA 37 STANDARDS FOR THE INSTALLATION AND USE OF STATIONARY COMBUSTION ENGINES AND GAS TURBINES.



REV#	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
A	4-15-13	NEW	DRAWING	4-15-13	NEW	DRAWING
B	6-6-14	REV	SHEET 1 OF 1	6-6-14	REV	SHEET 1 OF 1
S	7-25-14	REV	(C-1) AND (C-2) 60" MIN WAS (8" MIN. CLEARANCE)	7-25-14	REV	(C-1) AND (C-2) 60" MIN WAS (8" MIN. CLEARANCE)

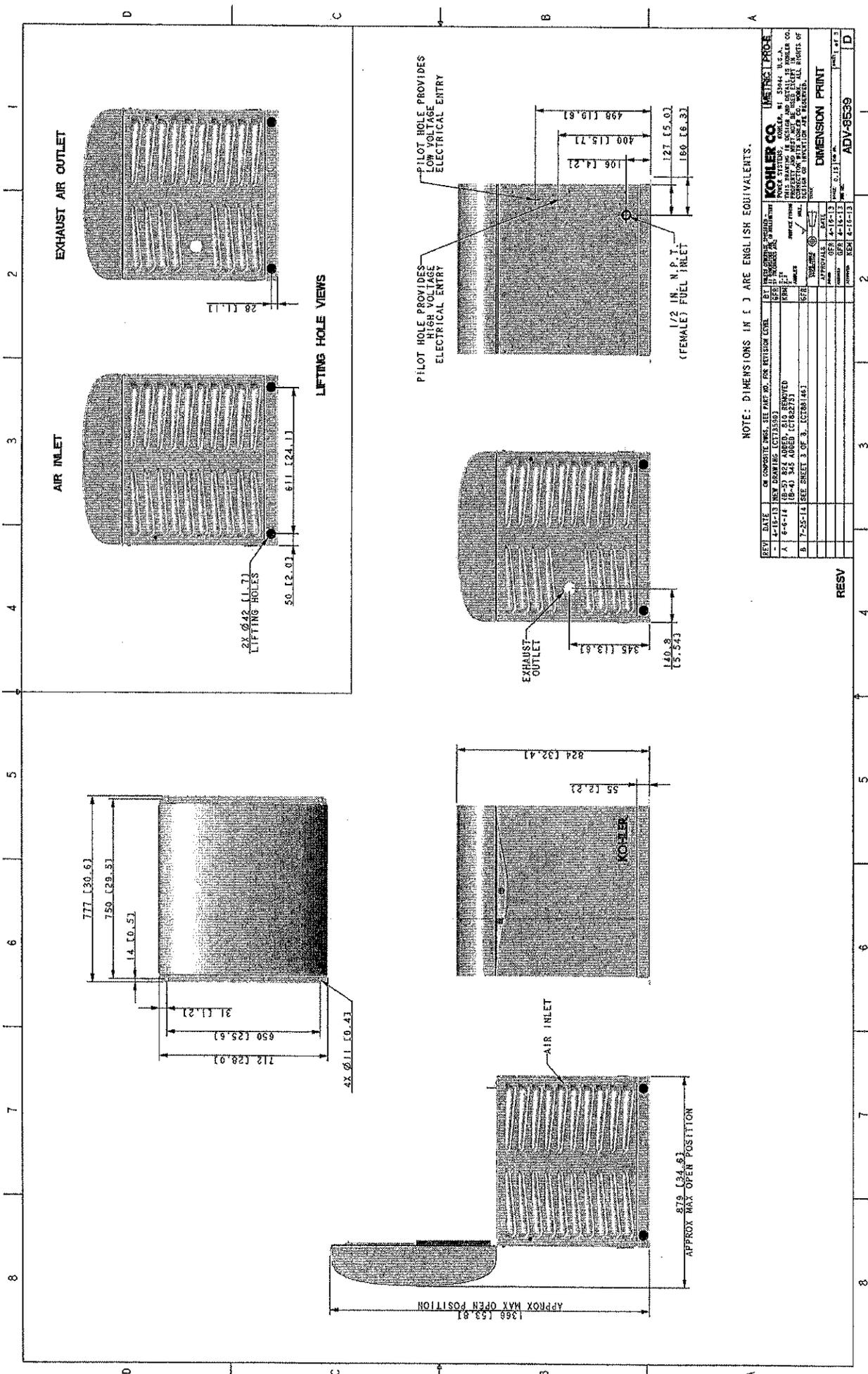
  

DESIGNED BY	DATE	SCALE
CHECKED BY	DATE	SCALE
APPROVED BY	DATE	SCALE
PROJECT NO.	DATE	SCALE
DATE	DATE	SCALE

RESV

ADV-8839

D



NOTE: DIMENSIONS IN ( ) ARE ENGLISH EQUIVALENTS.

REV	DATE	OR COMPOSITE DWG. SEE DATE NO. FOR REVISION LEVEL	BY	CHKD	APP'D	DESCRIPTION
-	4-15-13	NEW DRAWING (C715593)	WJ	WJ	WJ	ISSUE FOR PRODUCTION
X	6-4-14	(B-2) 5/2 ADDED (C715593)	WJ	WJ	WJ	ISSUE FOR PRODUCTION
B	7-25-14	SEE SHEET 3 OF 3 (C715593)	WJ	WJ	WJ	ISSUE FOR PRODUCTION

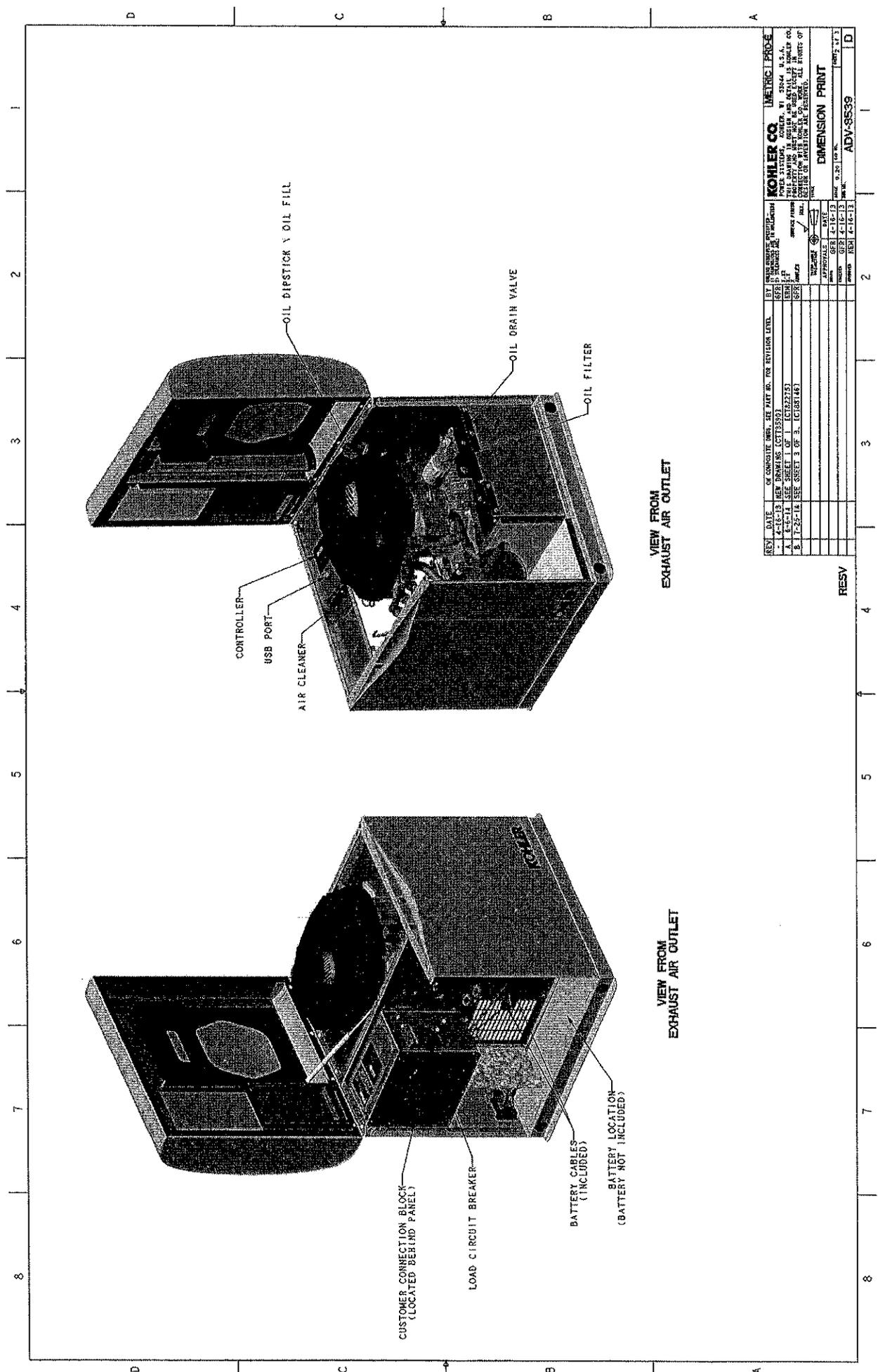
APPROVALS		DATE	BY
DESIGNED	WJ	4-15-13	WJ
CHECKED	WJ	4-15-13	WJ
APPROVED	WJ	4-15-13	WJ

DIMENSION PRINT	
SCALE	AS SHOWN
UNIT	INCHES
TOLERANCE	±0.13 (0.005)

RESV

ADV-8539



REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
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REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

REV	DATE	BY	CHKD	DESCRIPTION
1	4-18-13	NEW DRAWING	LCIT35303	NEW DRAWING
2	5-9-14	SEE SHEET 1 OF 1	ECT22753	SEE SHEET 1 OF 1
3	7-25-14	SEE SHEET 3 OF 3	EG181483	SEE SHEET 3 OF 3

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 DIMENSION PRINT  
 ADV-8539  
 1/1

# **EXHIBIT 7**



Mobile

Prepared By

**Blue Sky Tower Partners LLC**

Site Name:

**Hampstead Kent Farm Road**

NH 5018

Site Address:

**311 Kent Farm Road**

**Hampstead, NH 03041**

Prepared By:

**Carroll & Associates Design**

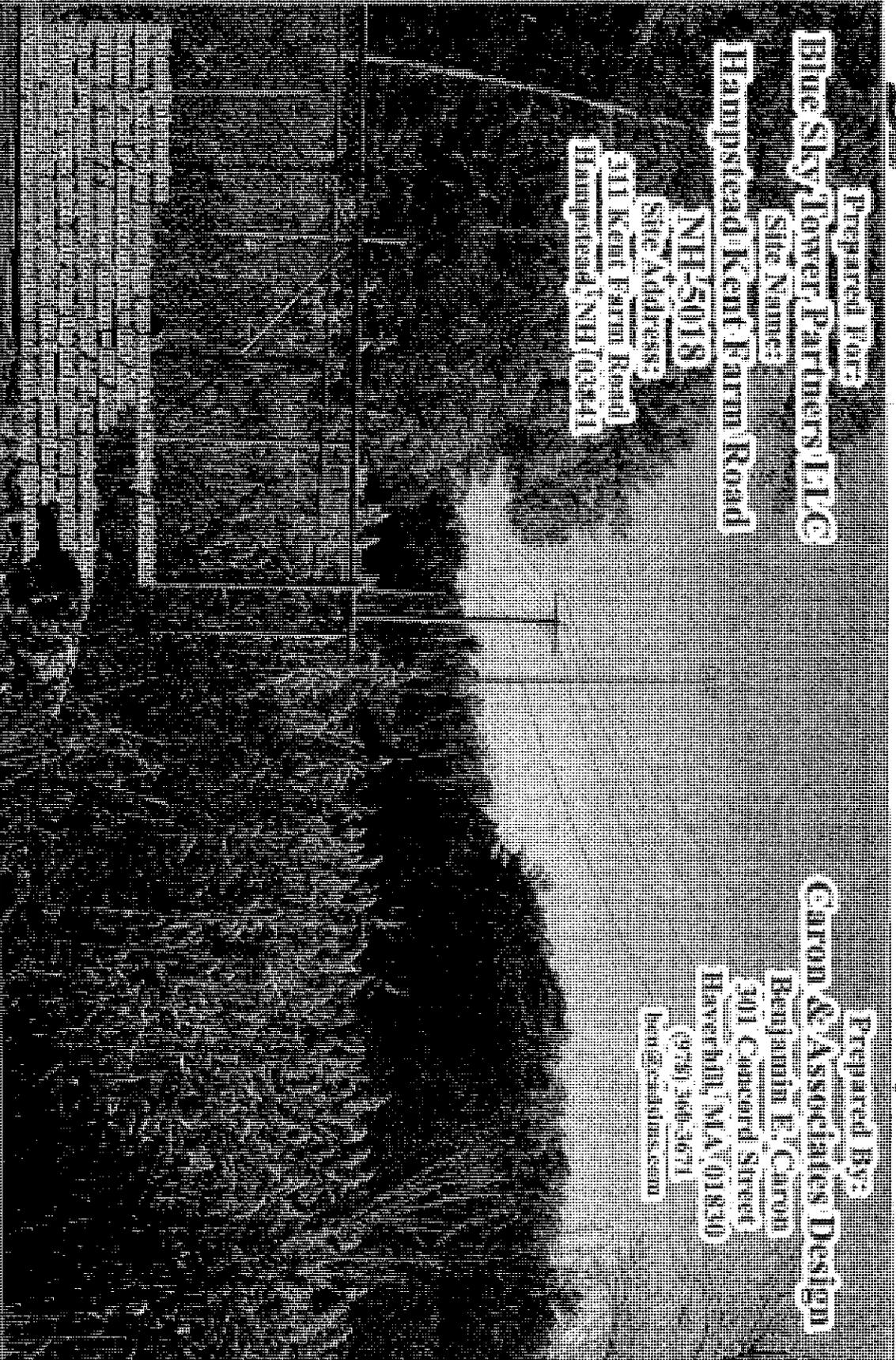
**Benjamin E. Carroll**

**301 Concord Street**

**Raymond, NH 01830**

**(978) 360-3671**

**ben@carrollandassociates.com**



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**Hampstead Kent Farm Road - (11/10/2016)**  
**Photographic Renderings**

Created By: Don Connor of Mike Thornton  
**QUESTEK** Carroll & Associates Design  
**(978) 360-3671** [ben@carrollandassociates.com](http://ben@carrollandassociates.com)

**QIP**

Physical  
Inventory

QR - Mobile



The visual reference only. Actual visibility is dependent upon weather conditions, terrain, altitude, and viewer location. Performance may vary.

**Hampstead Kent Farm Road - (11/10/2016)**

Productive Woodland Mapping based upon aerial data and

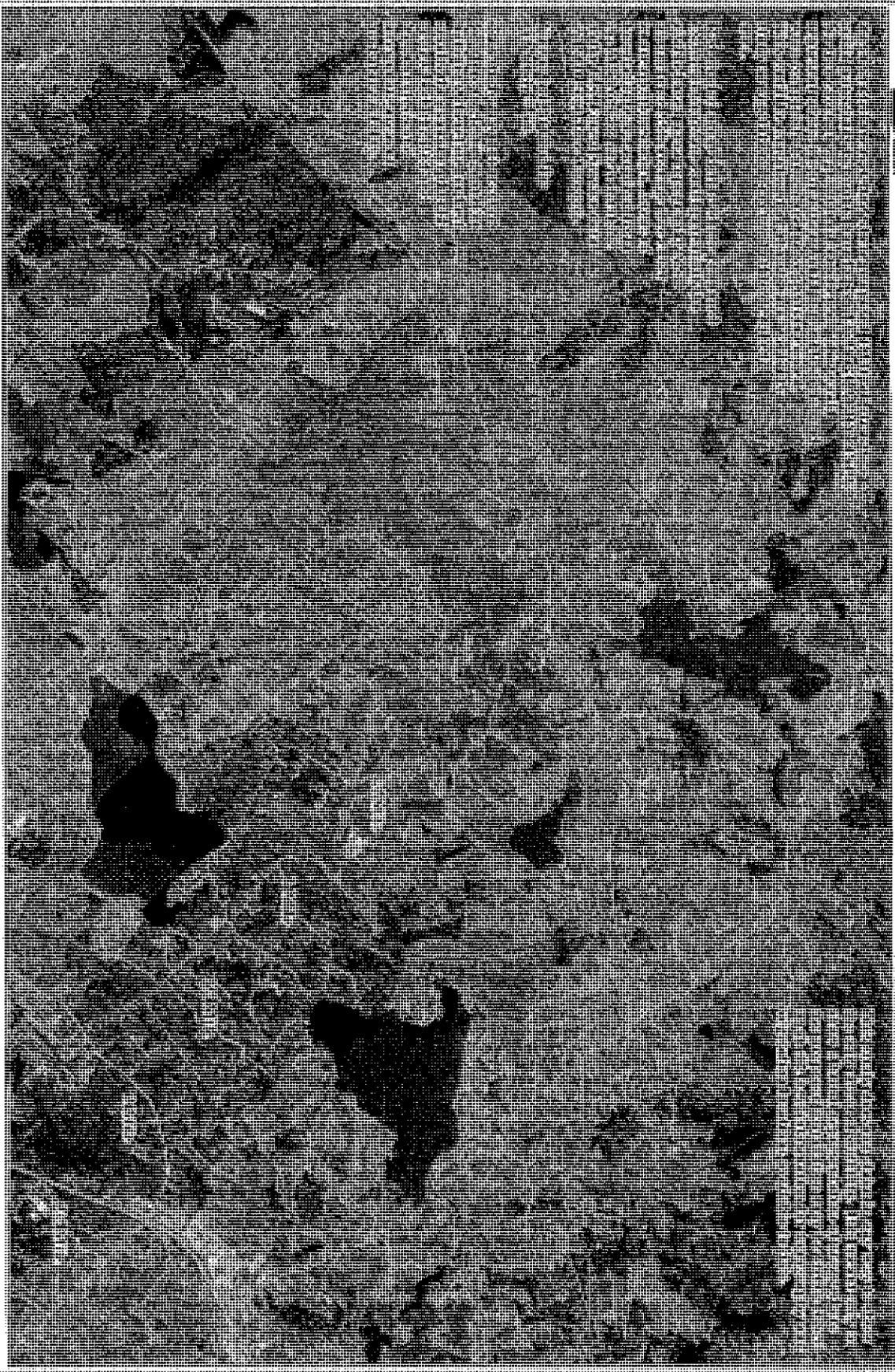
without tree cover - 24 Mile Buffer

Created by: Dan Curran & Mike Burstein  
QIP, Curran & Associates, Inc.  
11/10/2016 10:00:00 AM



**QIP**

Quest  **Mobile**  
Lower Cost

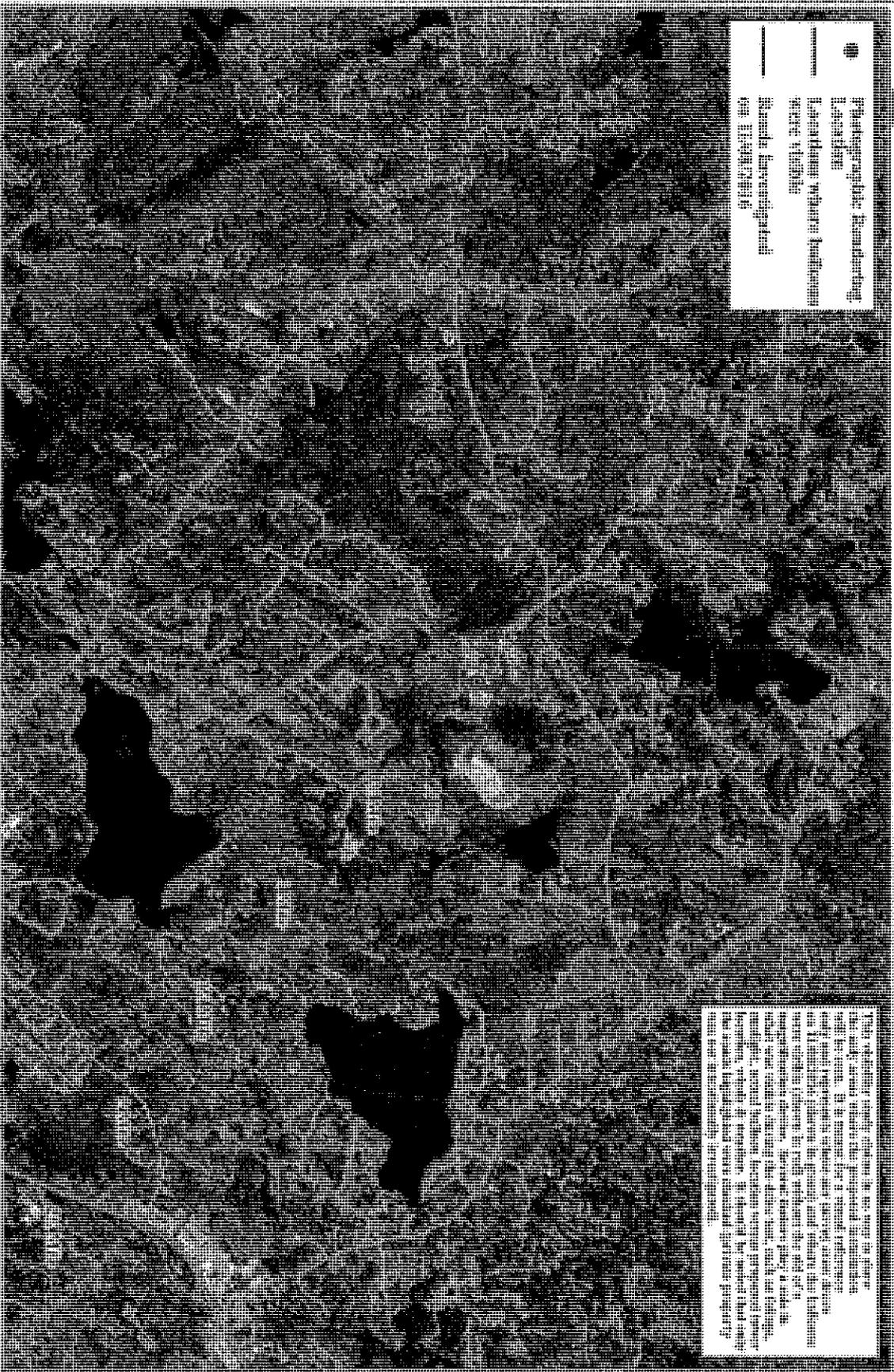


For visual reference only. Aerial visibility is dependent upon weather conditions, camera angle, and viewer location. **Hampstead Kent Farm Road - (011402016)** Created by Geo-Cent & Info Services  
Production: Visiward Mapping based upon terrain data and **QIP** Data & Analysis Package  
©2000 Geo-Cent Info@data.com  
Version 0001 - 15.000.000



Quest Diagnostics  
Mobile

- **Photographic Monitoring Location**
- **Location where problem was visible**
- **Area Investigated on 11/10/2016**



This report only refers to the area in the red circle. It is not a full site inspection. It is for a visual inspection only and does not include any other areas. It is not a full site inspection. It is for a visual inspection only and does not include any other areas. It is not a full site inspection. It is for a visual inspection only and does not include any other areas.

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**Hampstead Kent Farm Road - (11/10/2016)**

Created by: Ben Cerna at Miller Brothers  
**Miller Brothers**  
 6799 Johnson Rd  
 Johnson City, MN 55331  
 info@questdiagnostics.com

**QAD**

Quest  
Tower

Mobile



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**Hampstead Kent Farm Road - (11/10/2016)**

Created by: Ben Clarke @ Jello-Burritos  
QAD, Census & Analytics Dept  
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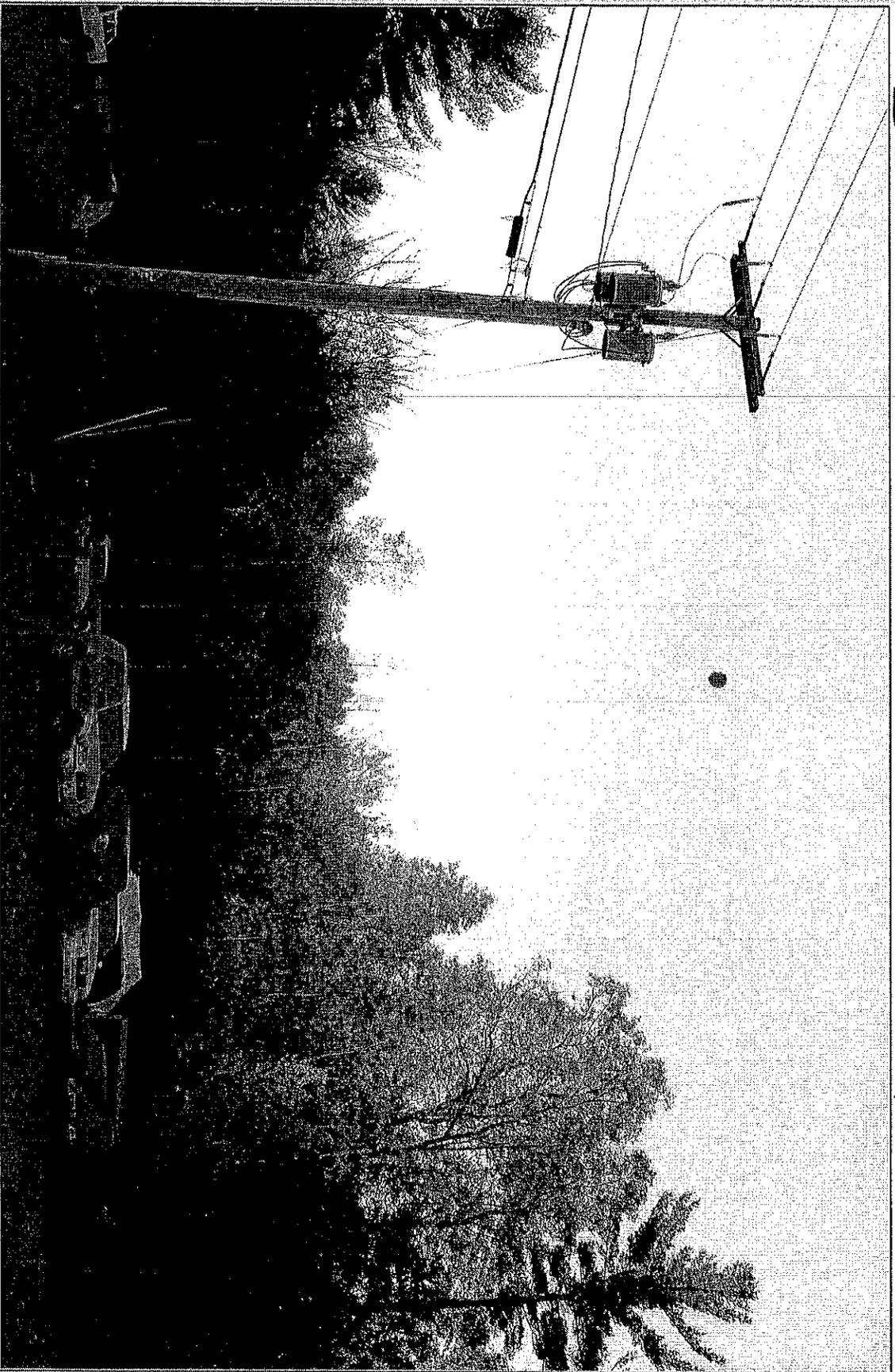




Existing Conditions



AT&T Mobile



For visual reference only. Actual visibility is dependent upon weather conditions, season, sunlight, and viewer location. Photo taken from Ben J. Cunningham Drive by the above dated 11/10/2016

**Hampstead Kent Farm Road ~ (11/10/2016)**

Photo Location 1 ~ 50mm ~ 620' +/- (0.12mi) Away  
From near 30 Owen's Court

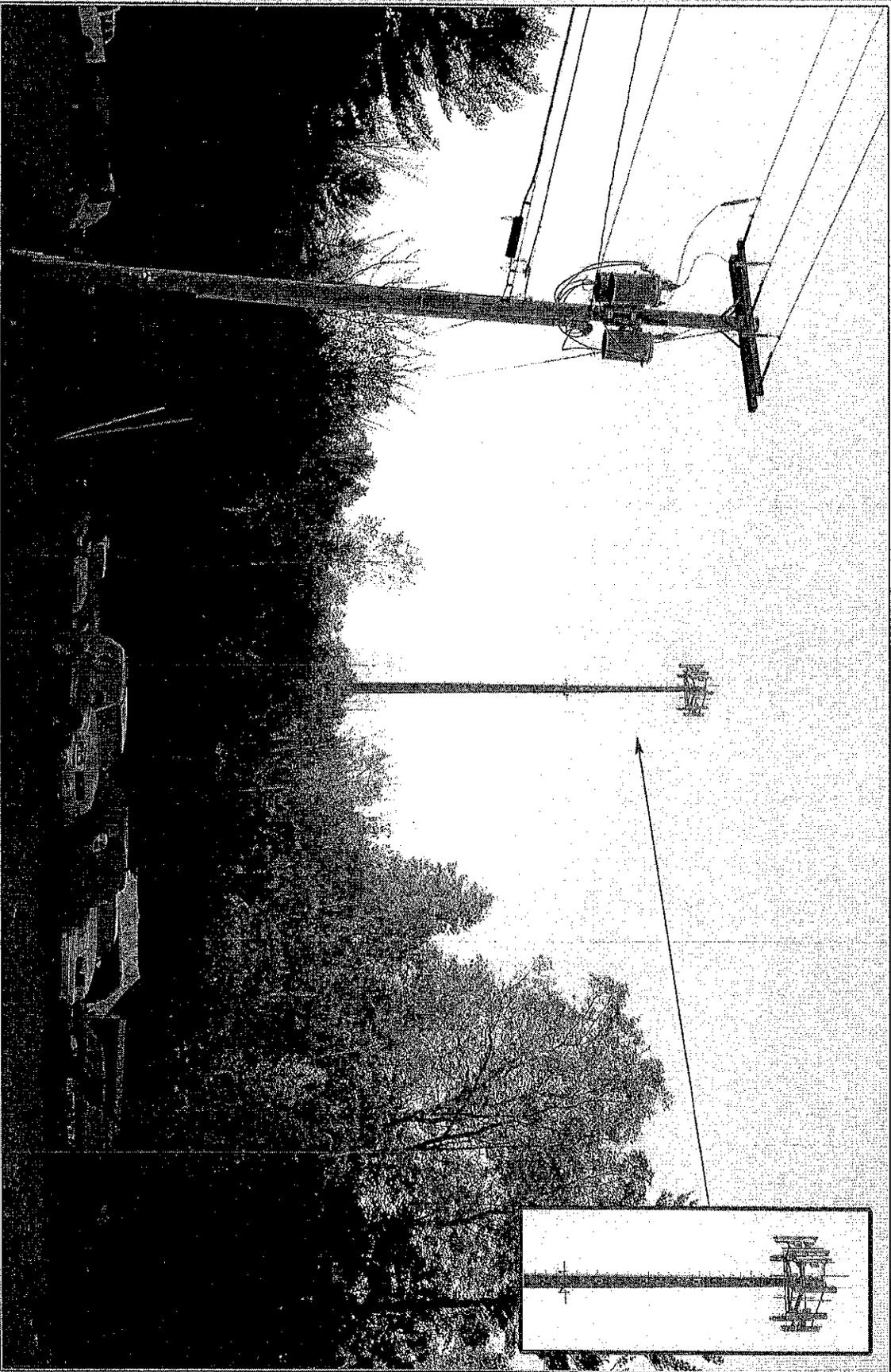
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CARON & Associates Design  
(978) 368-3671 info@carons.com



Proposed  
Conditions



T-Mobile



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Small image size 1/4 inch high  
By Product order: 11/10/2016

**Hampstead Kent Farm Road ~ (11/10/2016)**

Photo Location 1 ~ 50mm ~ 620' +/- (0.12mi) Away  
From near 30 Owen's Court

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CAD Caron & Associates Design  
(978) 360-3671 info@cadslms.com



Existing Conditions



F-Mobile



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Rendered using SketchUp Architecture Pro 8 by ProLuma Aerial 11/10/2016

# Hampstead Kent Farm Road ~ (11/10/2016)

Photo Location 2 ~ 65mm ~ 1801 +/- (0.34mi) Away  
From near 2 Valerie Court

Created By: Ben Carron & Mike Barreiros

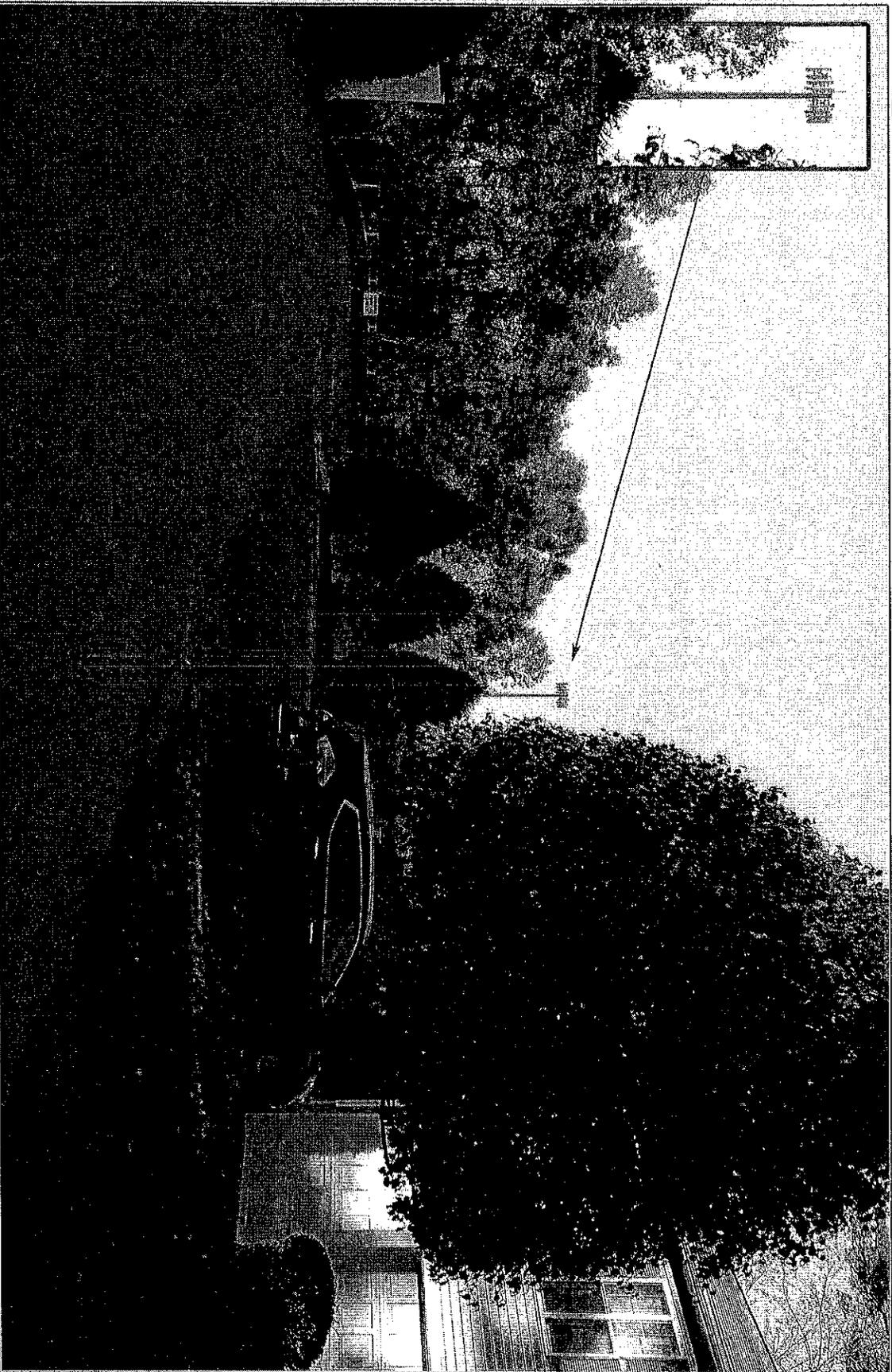
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Proposed  
Conditions



F - Mobile



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Based upon Site 1 Permitting Drawings by Pro-Terra dated: 11/10/2016

# Hampstead Kent Farm Road ~ (11/10/2016)

Photo Location 2 ~ 65mm ~ 1801' +/- (0.34mi) Away  
From near 2 Valerie Court

Created By: Ben Caron & Mike Barreiros

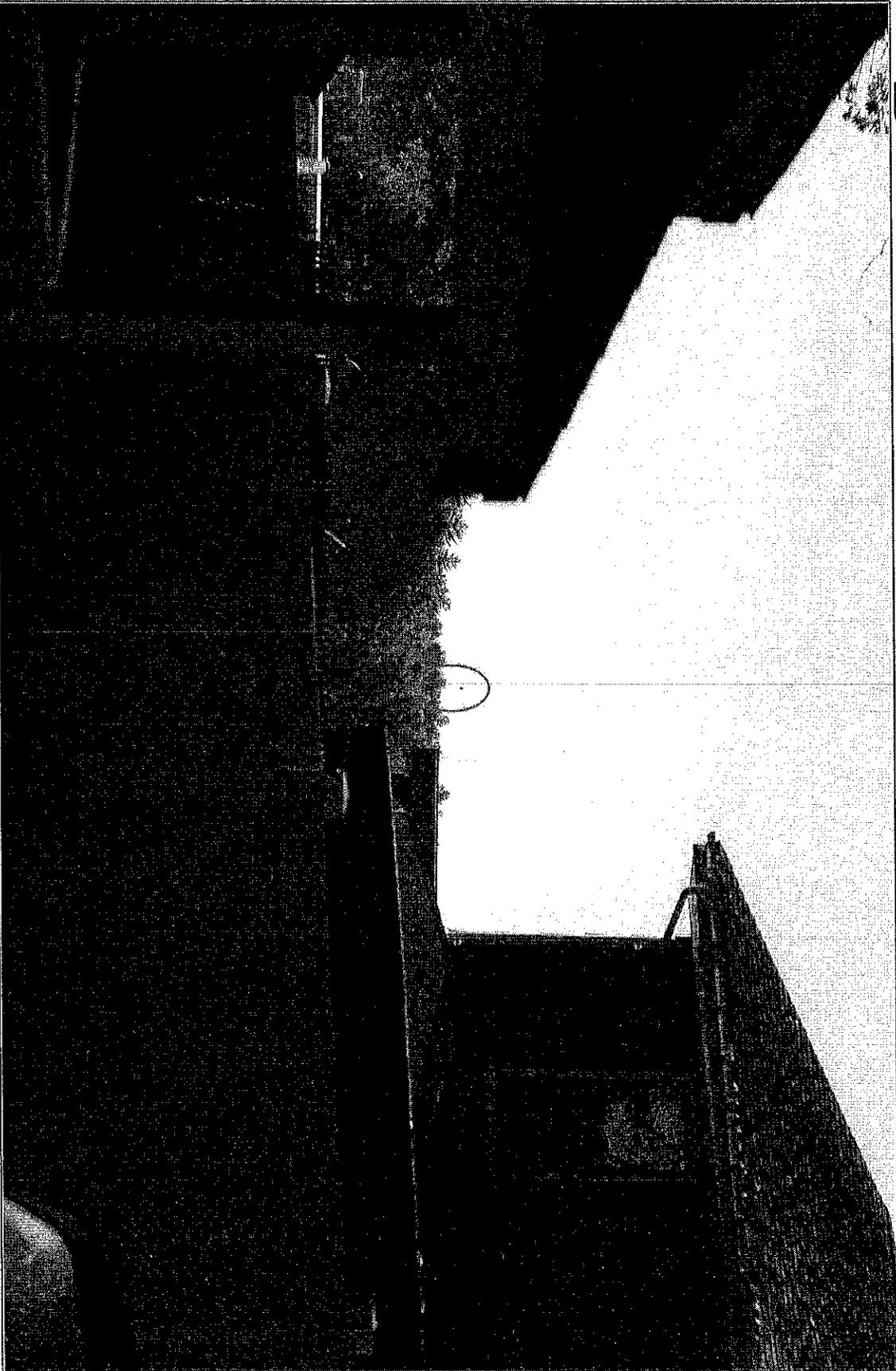
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Existing Conditions



FP-Mobile



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**Hampstead Kent Farm Road ~ (11/10/2016)**  
Photo Location 3 ~ 105mm ~ 6815' +/- (1.29mi) AWAY  
From near 34 North Shore Drive

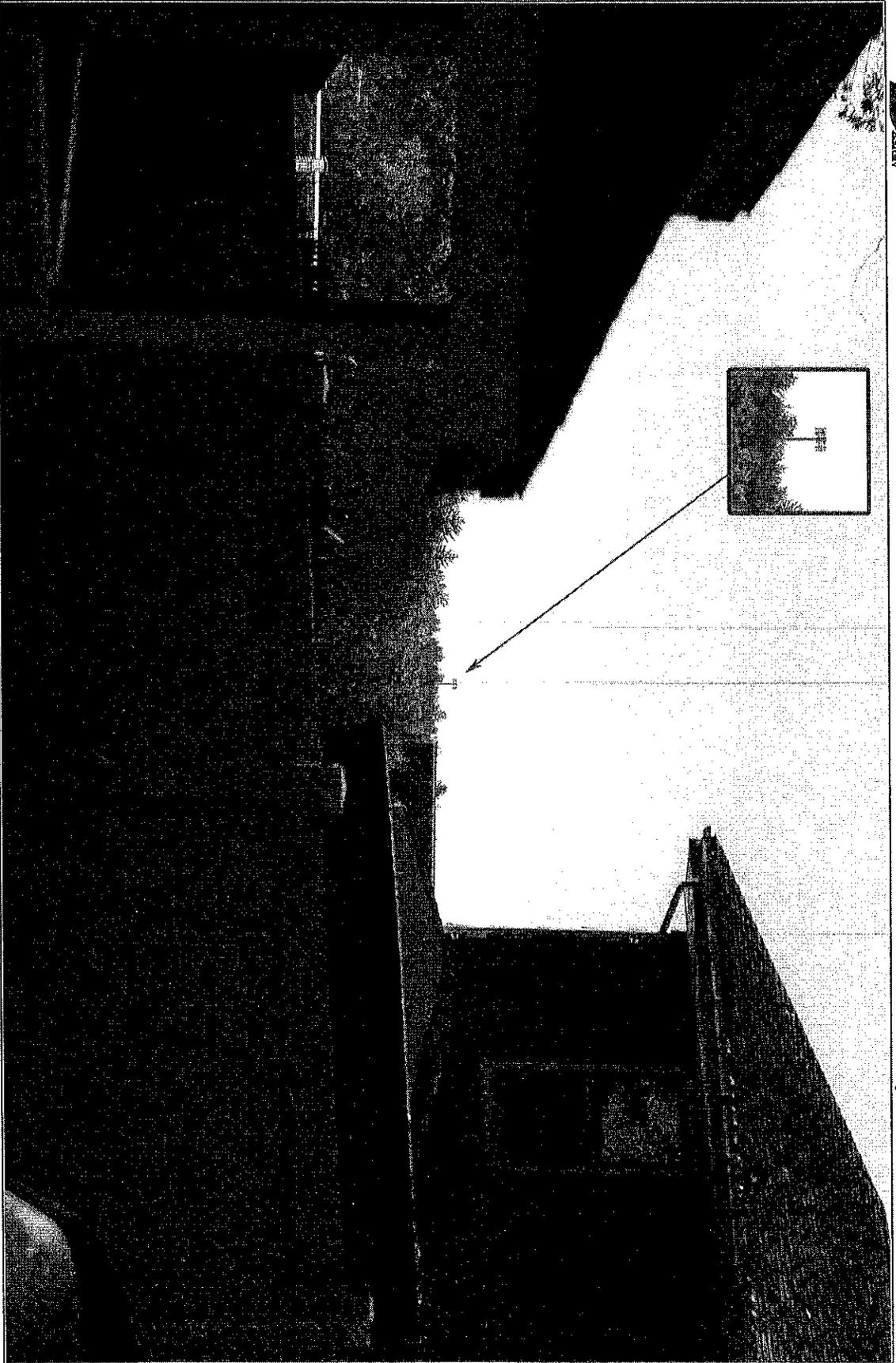
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Proposed Conditions



T-Mobile



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Hampstead Kent Farm Road ~ (11/10/2016)

Based upon Ben J. Pennington, DWS  
by Preston Doherty 11/10/2016

Photo Location 3 ~ 105mm ~ 6815' +/- (1.29mi) AWAY  
From near 34 North Shore Drive

Created By: Ben Caron & Mike Barretros

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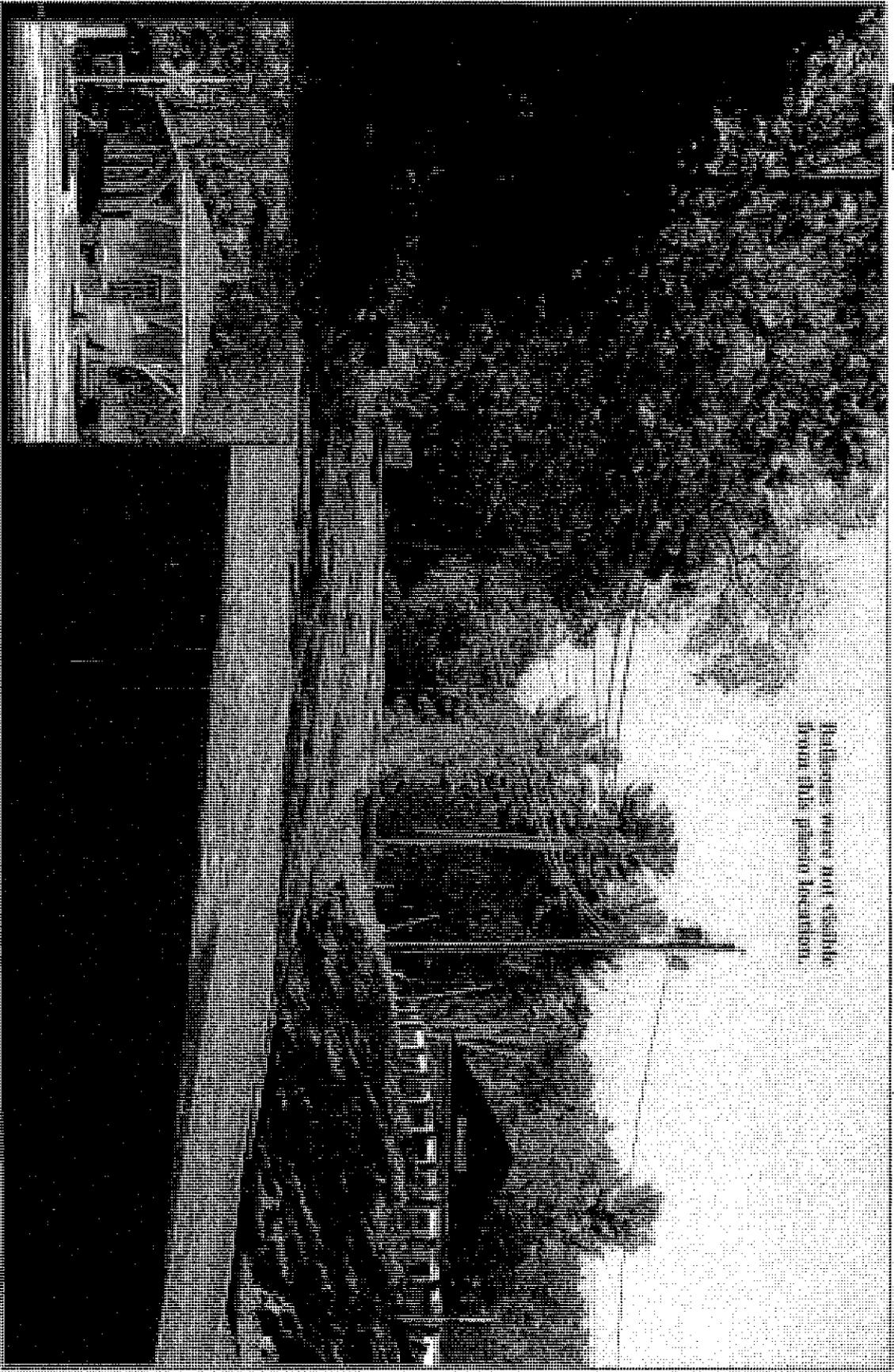


Building/Proposed  
Conditions



SP - Mobile

Ballroom space not visible  
from this ground location



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**Hampstead Kent Farm Road ~ (11/10/2016)**

Photo Location 4 ~ 4450m ~ 9231744 ~ 01.21mi. Along  
From Hampstead Sanderson Drive, Hampstead Kent Farm Road

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OK. Contact de Assurances Banque  
0719-308-3071 [info@questek.com](mailto:info@questek.com)



Existing/Proposed  
Conditions



QUEST  
Mobile



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**Hampstead Kent Farm Road - (011402016)**

Phone: 781.326.1100 ext. 1000 or 1001  
From Historic Boardman Club Meetinghouse

Created By: Dan O'Connell, Miller International

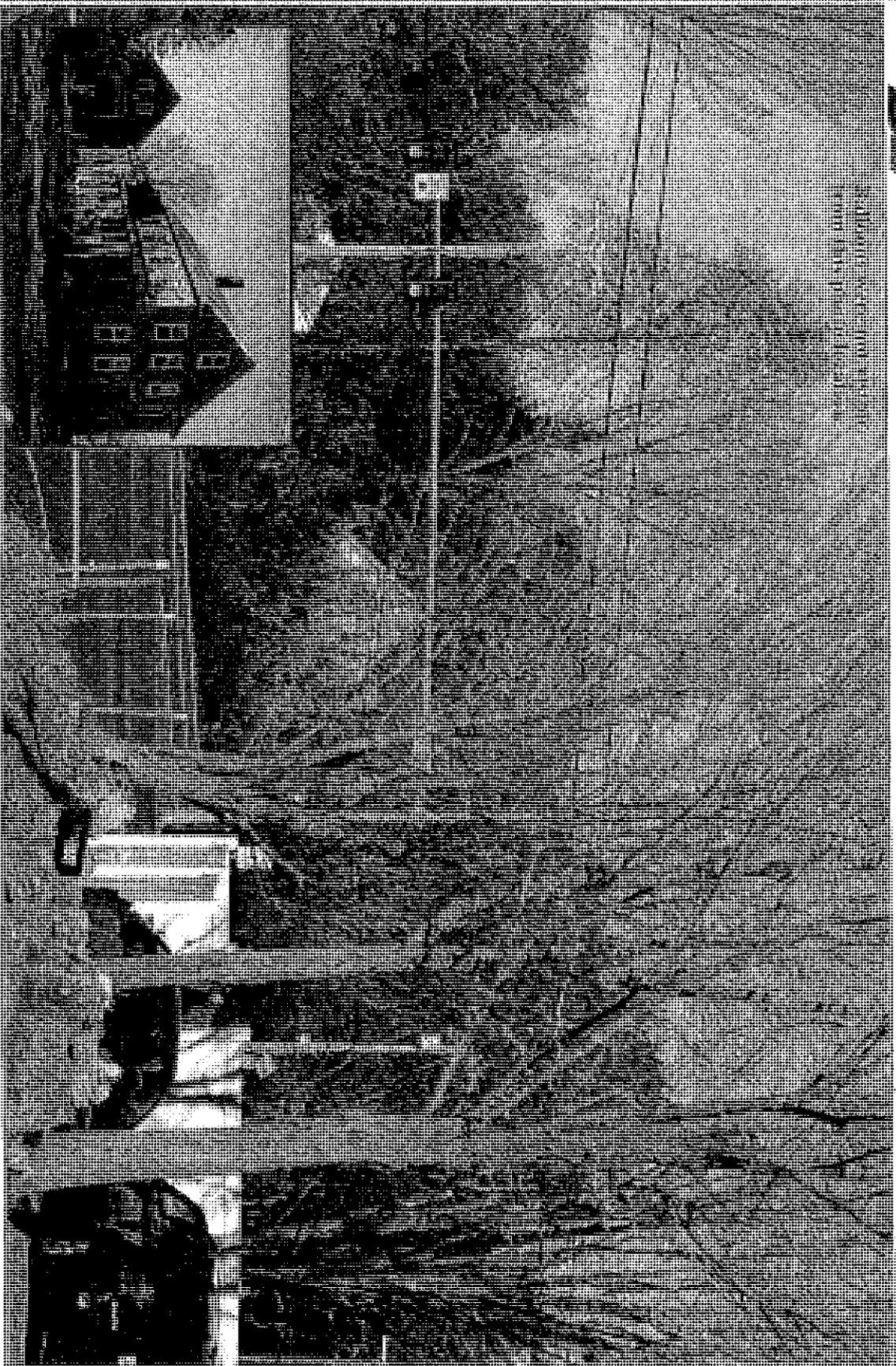
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Boston, MA 02114  
781.326.1100 | info@questmobile.com

# QED

Existing/Proposed  
Conditions

QUESTIA  
POWER

IP - Mobile



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dependent upon weather conditions, season,  
sunlight, and viewer location. IP resolution limited.

**Hampstead Kent Farm Road - (11/10/2016)**

Photo Location: 4 - 1155pm - 14.149°N, 72.060°W  
Photo Metadata: Aaron Wang, Hampstead

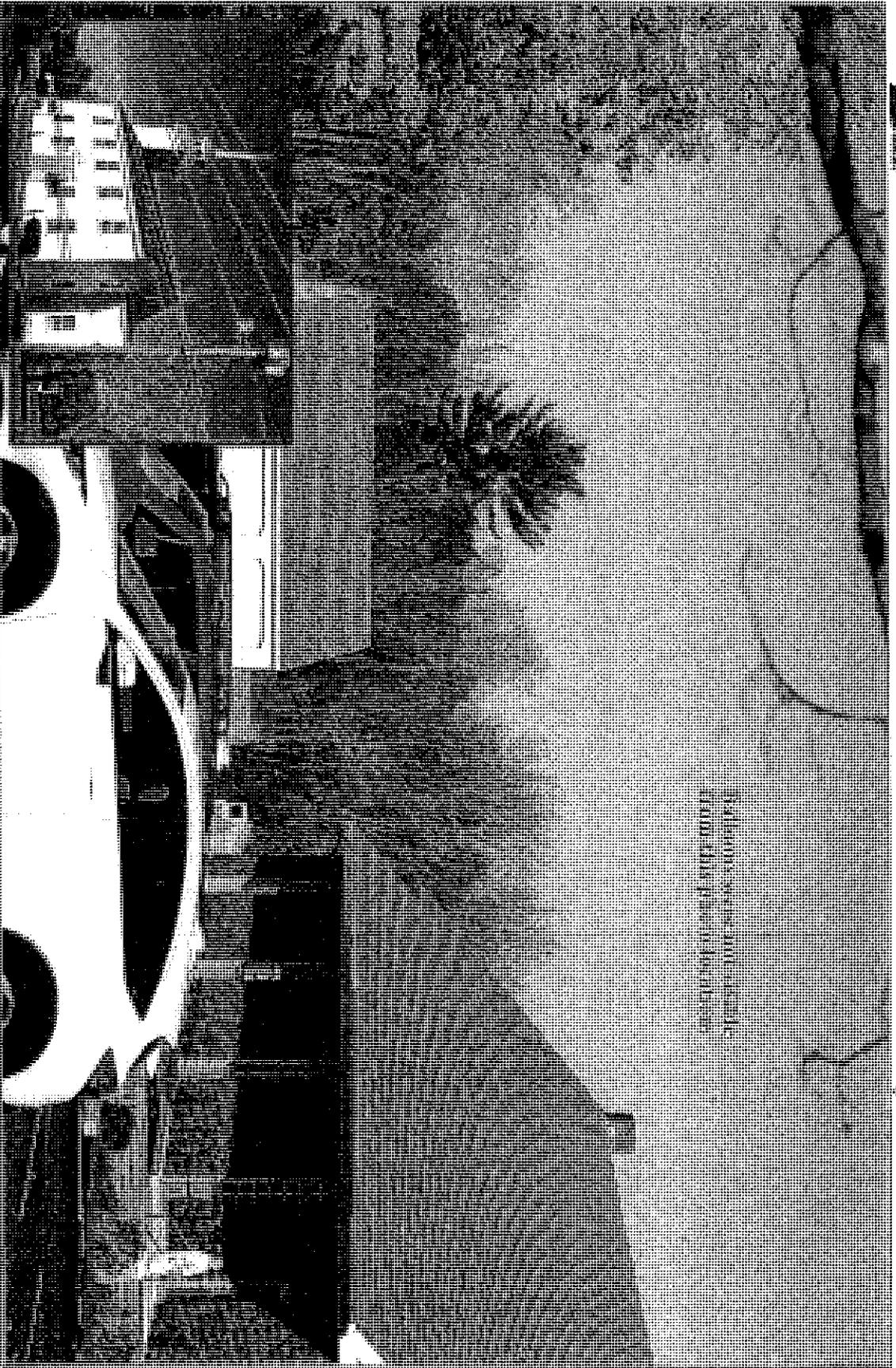
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# QED

Existing/Proposed  
Conditions



QED - Mobile



Millions of dollars in  
development costs

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**Hampstead Kent Farm Road ~ (11/10/2016)**

Phone Location: 7 - 1050000 ~ 10,511 1/2 U.S. Hwy  
Phone Address: Hampstead Mississippi

Created By: Dan Carson at Mike Morrison

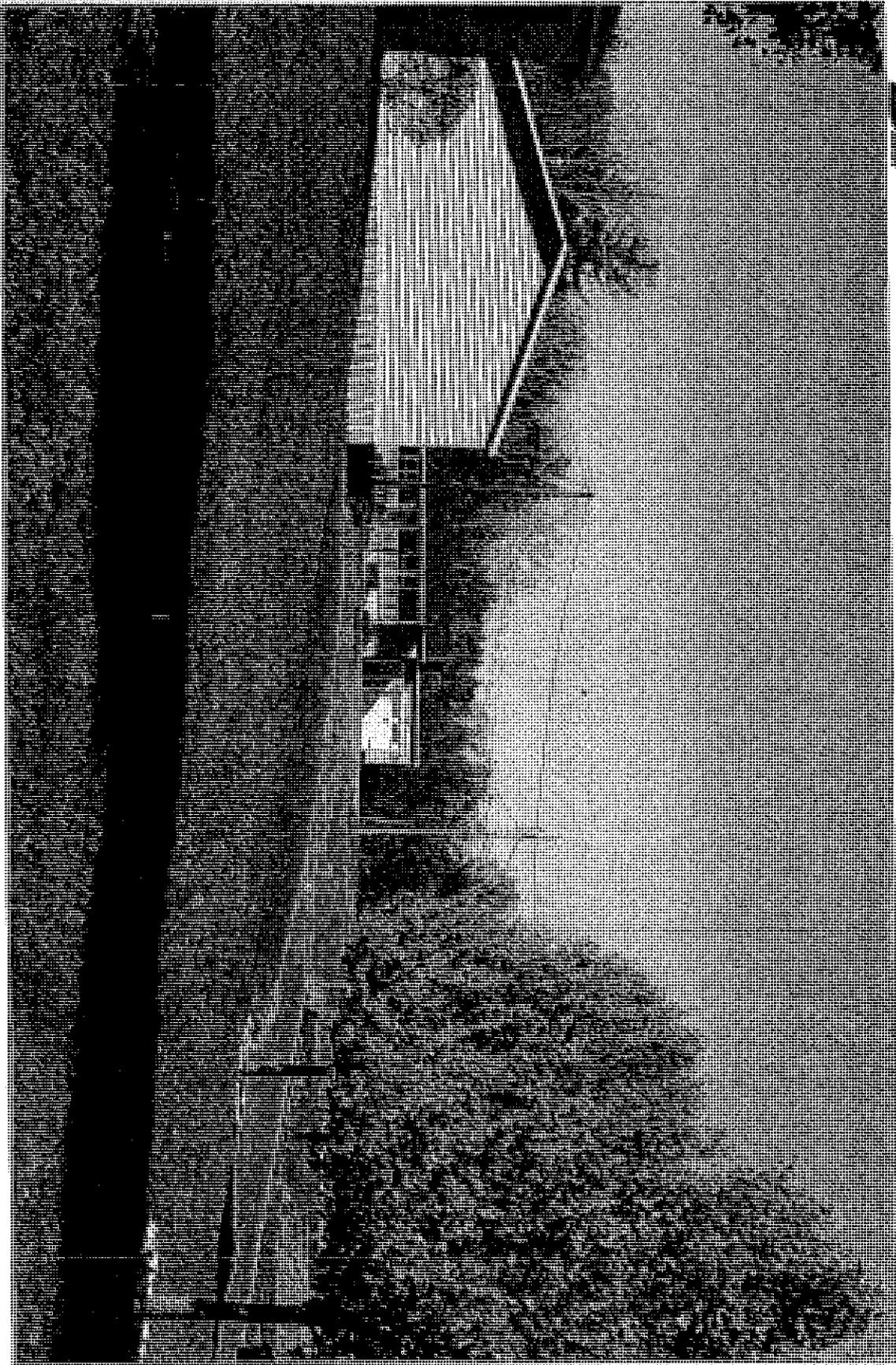
QED, Curran & Associates, Inc.  
9700 10th Street, Suite 1000  
Tomball, TX 77375

**QCB**  
CORPORATION

Existing  
Conditions

QUEST  
POWER

Mobile



For visual reference only. Actual visibility is dependent upon weather conditions, camera angle, and viewer location.

**Hampstead Kent Farm Road - (11/10/2016)**

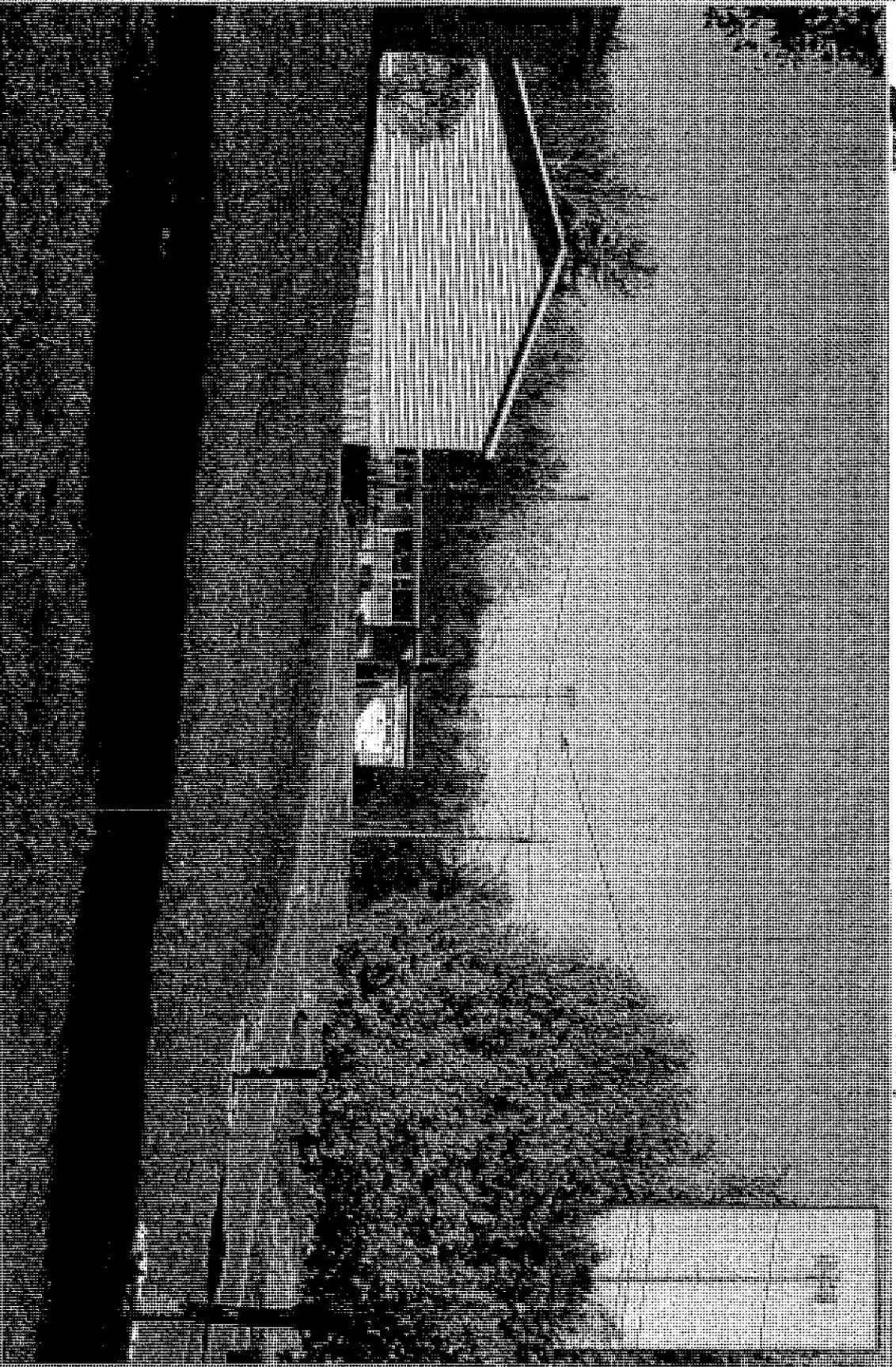
Created by: Ben Cohen at Quest  
**QCB**, Center for Assessment Design  
9791 Redwood, Independence, MO

**CDP**

Proposed  
Conditions



Q • Mobile



For visual reference only. Actual visibility is dependent upon weather conditions, lighting, traffic, and viewer location. See the following:

**Hampstead Kent Farm Road - (11/10/2016)**

Photo Location B - 65min - 1997 rd. @ 3000' away  
From near 101 Providence Hill Road

Consult: Dr. Dan Cronin @ Valley Associates

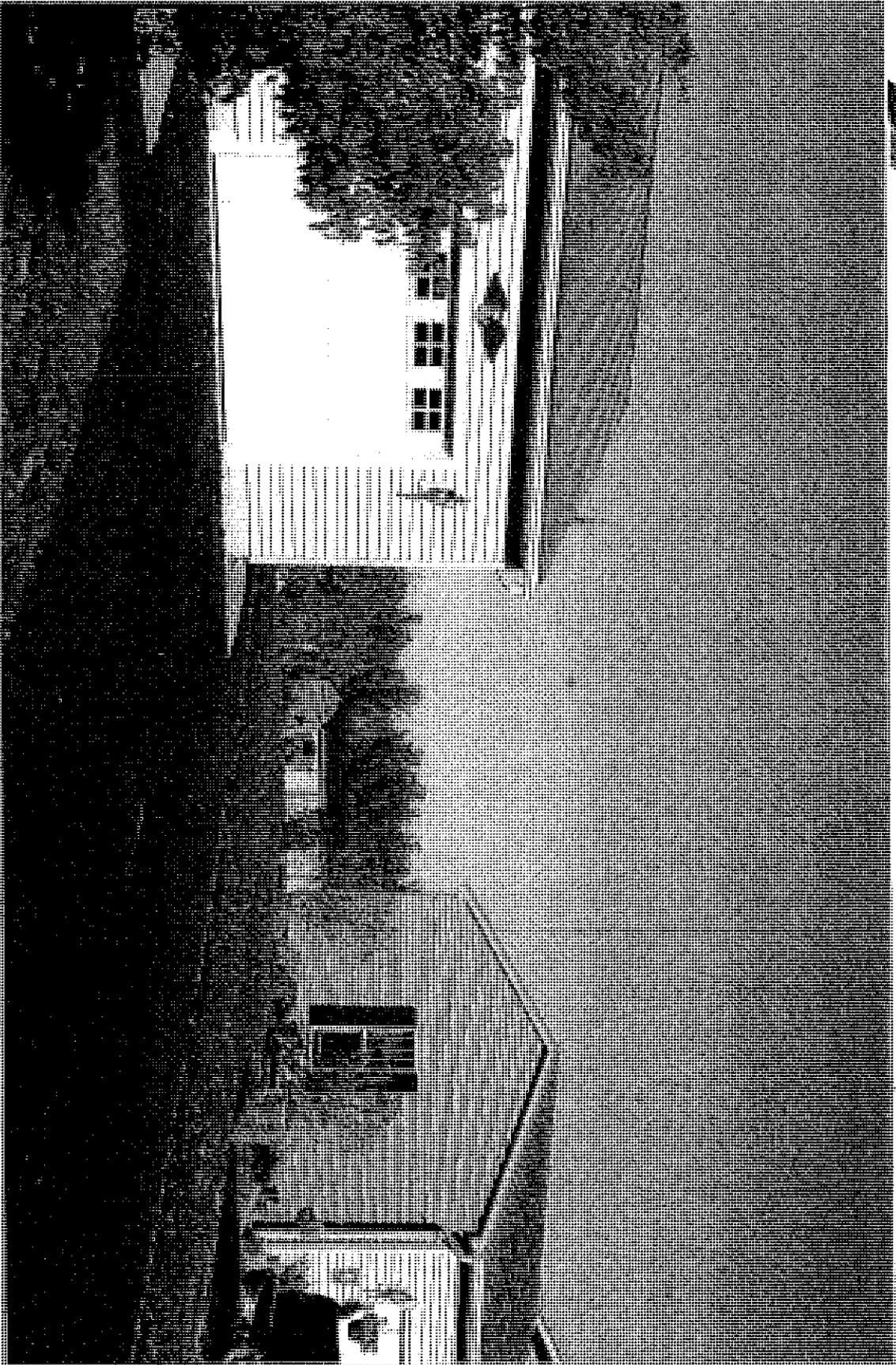
Dr. Dan Cronin @ Valley Associates  
15701 34th Street, Indianapolis, IN 46254  
317.244.2471 dan@valleyassociates.com

**CRD**  
CORPORATION

Building  
Conditions

QUEST  
TOWER

SI - Mobile



See stated reference only. Actual condition is dependent upon weather conditions, season, sunlight, and viewer location. Inspection: 10/10/2016

**Hampstead Kent Farm Road -- (11/10/2016)**

Photo Location: 9 -- Photo -- 11/10/16 (11:11am) Aerial

Photo under 11 StreetView Lane

Created By: Ben Green & Mike Barron

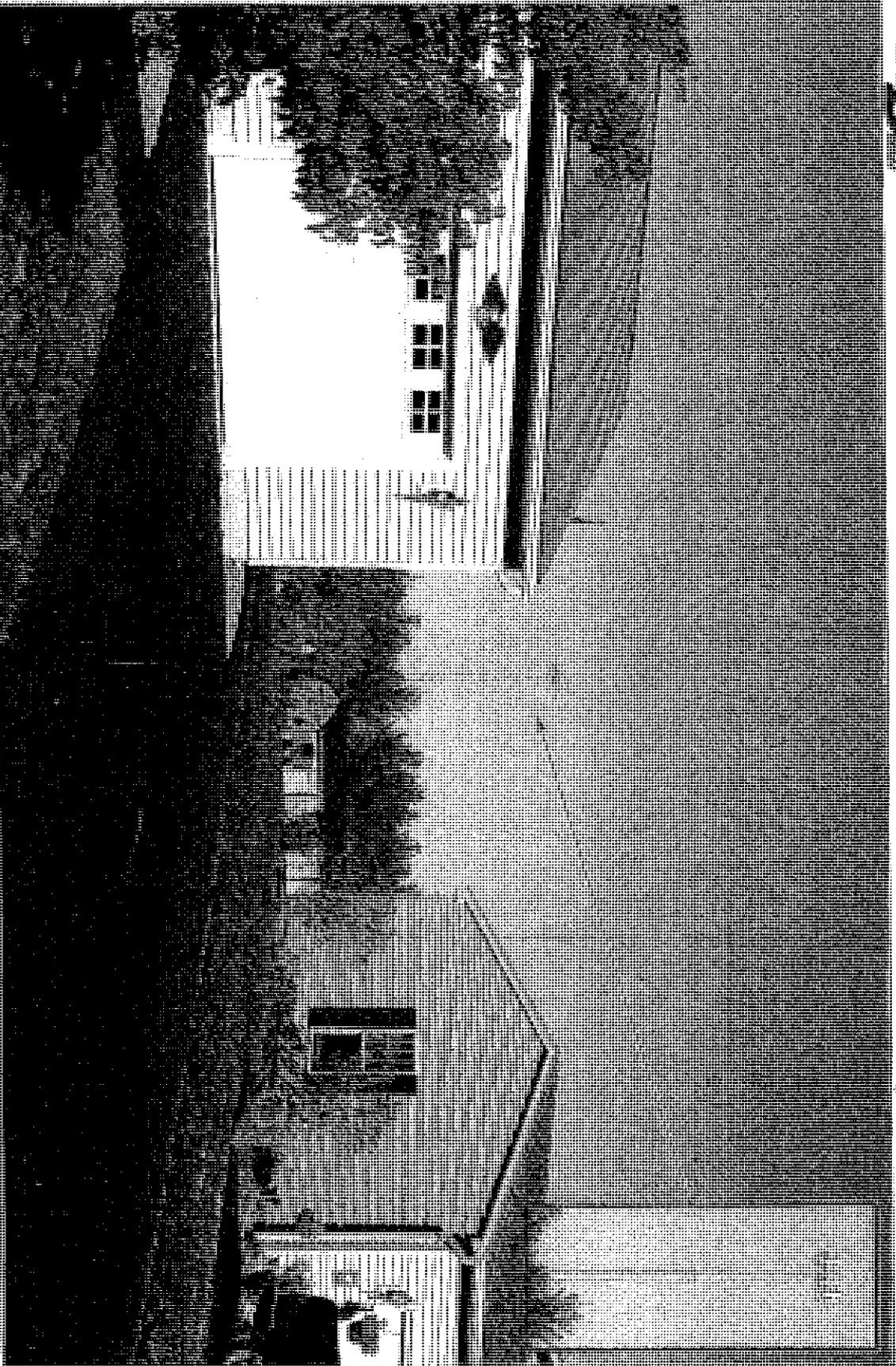
CRD, Crown & Associates Inc.  
©2016 CRD. All rights reserved.

**CFD**

Proposed  
Conditions

Quest  
Systems

• Mobile



For visual reference only. Actual visitation is dependent upon weather conditions, season, daylight, and viewer location.

**Hampstead Kent Farm Road ~ (11/10/2016)**

Parcel Location 7 ~ 99000 ~ 1107th (6.11mi) away  
From near 31 Bourgeois Lane

Created for: Ben Curran at Mobile Services

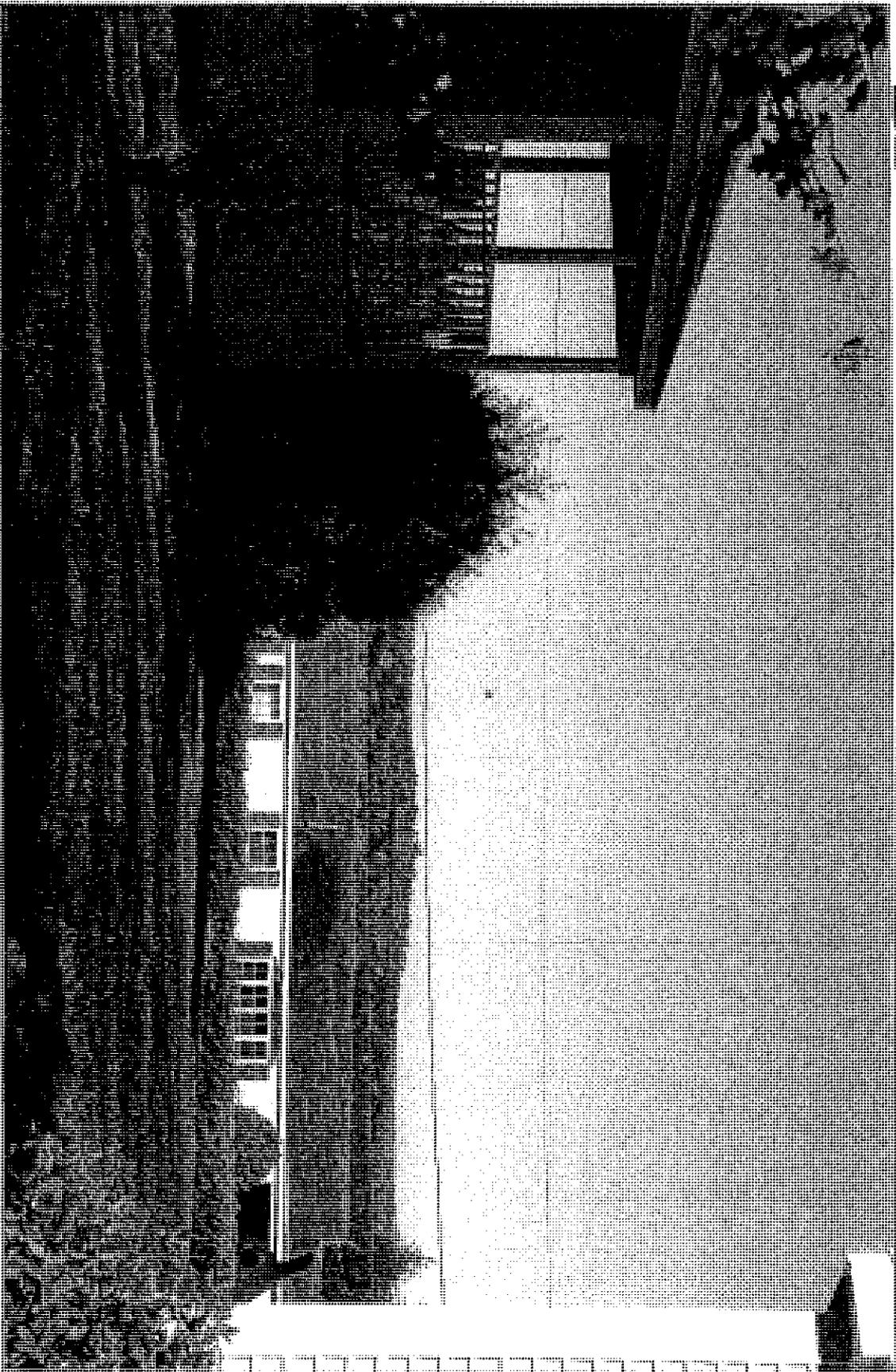
© 2016 Curran & Associates Design  
9770 100th St. | Inglewood, WA 98021

**CRP**

Existing  
Conditions



Mobile



For virtual conference only. Actual visibility is dependent upon weather conditions, camera height, and camera location. Photos used virtually.

**Hampstead Kent Farm Road -- (11/10/2016)**

Photo Location: 10 - 40000 - 10000 - (11/10/2016) - 10000

Photo Name: 10000\_10000

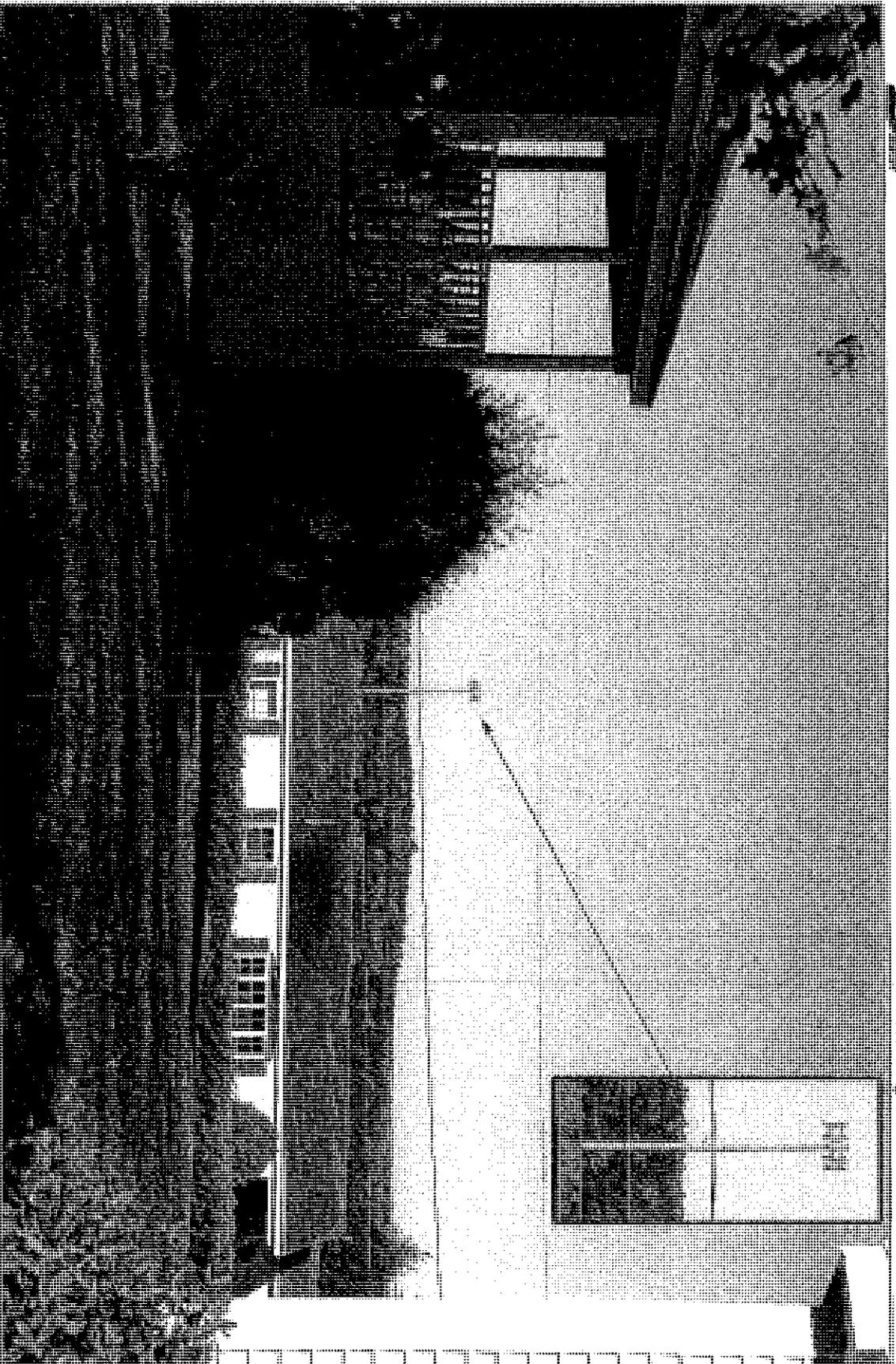
Created by: Ben Cronin & Mike Bertone  
CRP, Camera & Annotation Design  
(978) 262-1071 info@quest.com

**CFP**

Proposed  
Conditions

BlueStar  
TowerCo

4P - Mobile



For visual reference only. Actual conditions are dependent upon weather conditions, season, sunlight, and viewer location. Professional rendering.

**Hampstead Kent Farm Road - (11/10/2016)**

Photo Location 16 - 16000 - 1947 - (0.57mi) Away  
From base of Kent Farm

Created by: Ben Carson & Mike Burdette

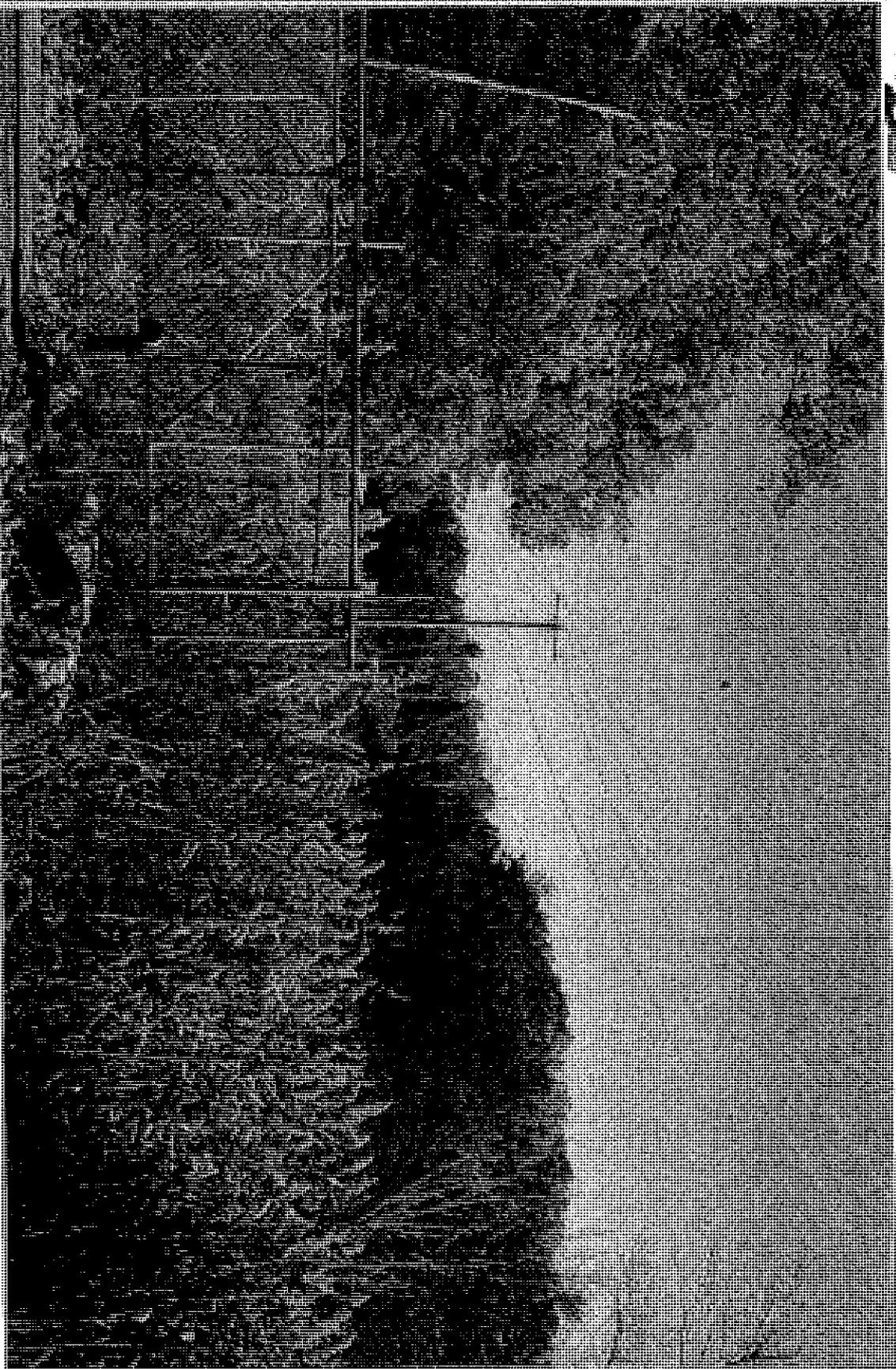
4P - Mobile  
0910 348-2471 info@carson.com



Existing  
Conditions



Mobile



For related information enter: Aerial visibility in  
dependent upon weather conditions, season,  
sunlight, and viewer location.

**Hampstead Kent Farm Road** - (11/10/2016)

Phone: Lexington, IL - phone - 467-44-46 (local only)  
Hampstead Kent Farm Road near Treasurer Nathan Harrison

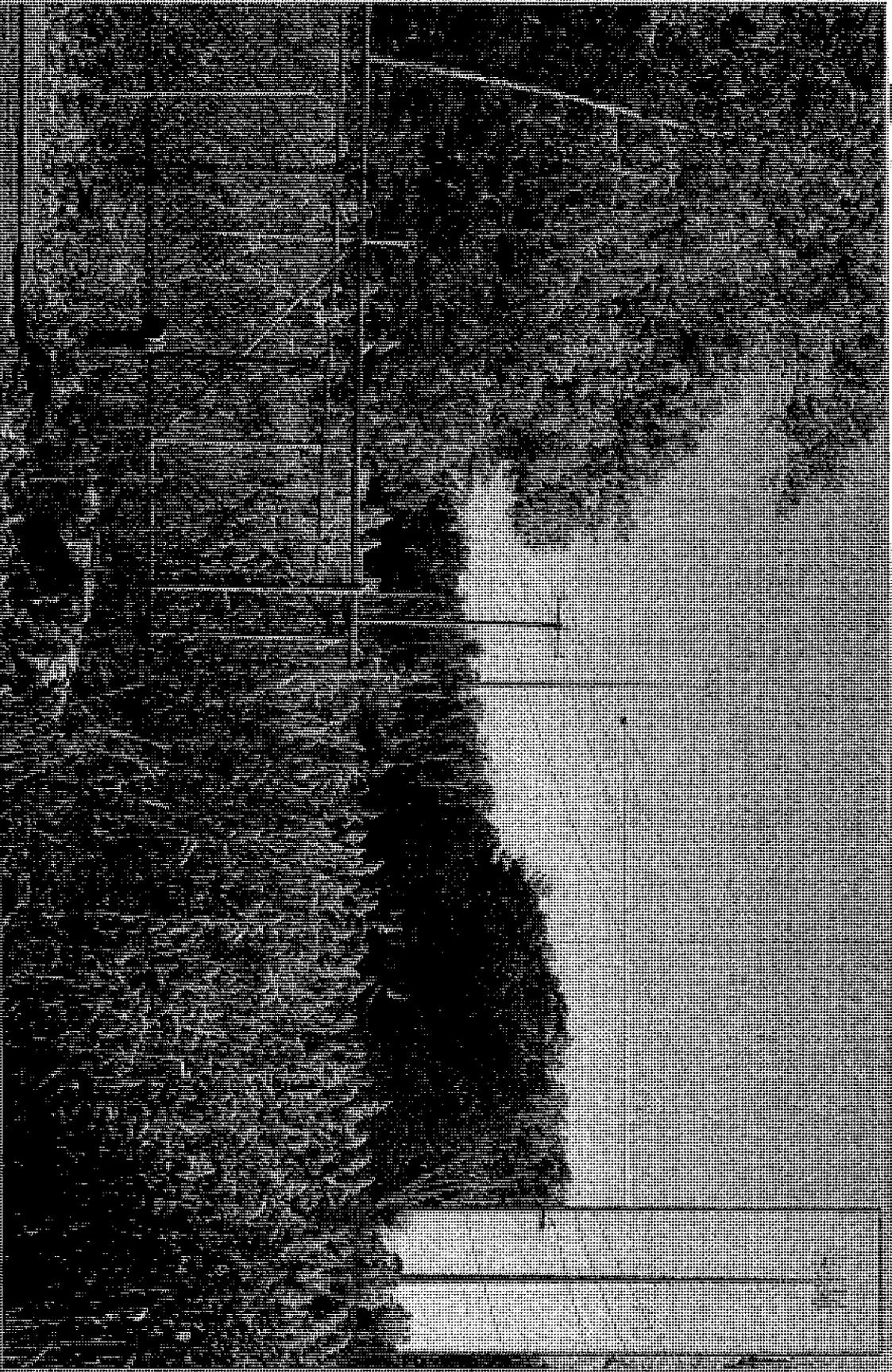
Created by: Dan Cram & Mike Bartlett  
Q&A, Cram & Associates, Inc.  
0976 100-1011 info@cramandassocs.com



Proposed  
Conditions



W. Miller



For virtual reference only. Aerial visibility is dependent upon weather conditions, season, sunlight, and viewer location. <http://www.quest.com>

**Hampstead Kent Farm Road - (01/16/2016)**

Photo Location 11 - Station - 997' +/- (N. Road) Agency  
From Kent Farm Road near Transfer Station Entrance

Created by: Dan Cunniff, Julie Burrows

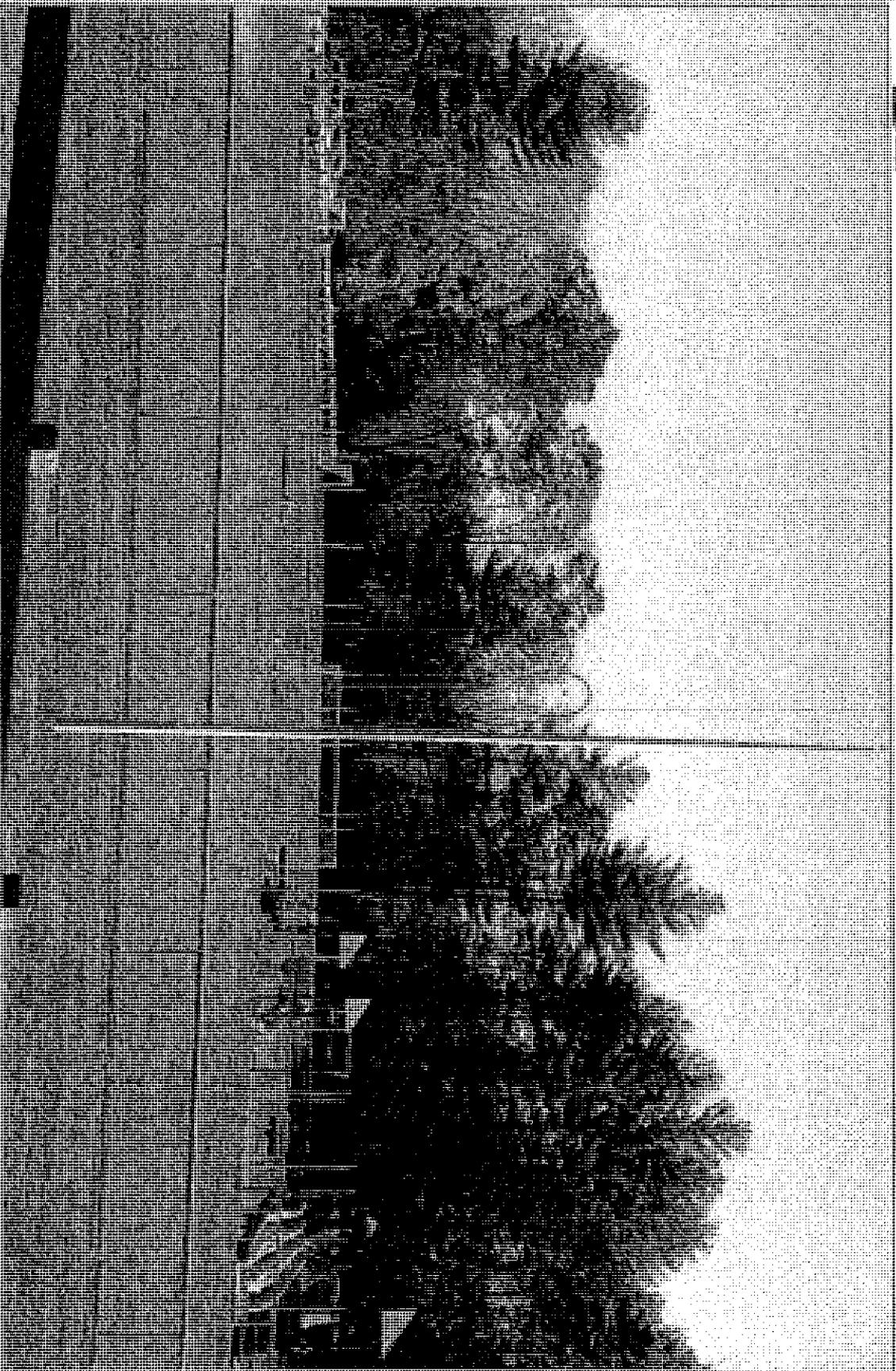
Quest Systems Inc.  
1740 140 Ave. info@quest.com

**QED**

Existing  
Conditions

QUEST  
Tower

RF - Mobile



For visual reference only. Actual conditions in  
agreement upon transfer conditions, surveys,  
setbacks, and various locations. If transfer from another

**Hampstead Kent Farm Road -- (11102016)**

Phone: 410-341-1111 (toll-free)  
Address: 12 -- Hampstead Kent Farm Road  
Phone: 410-341-1111 (toll-free)

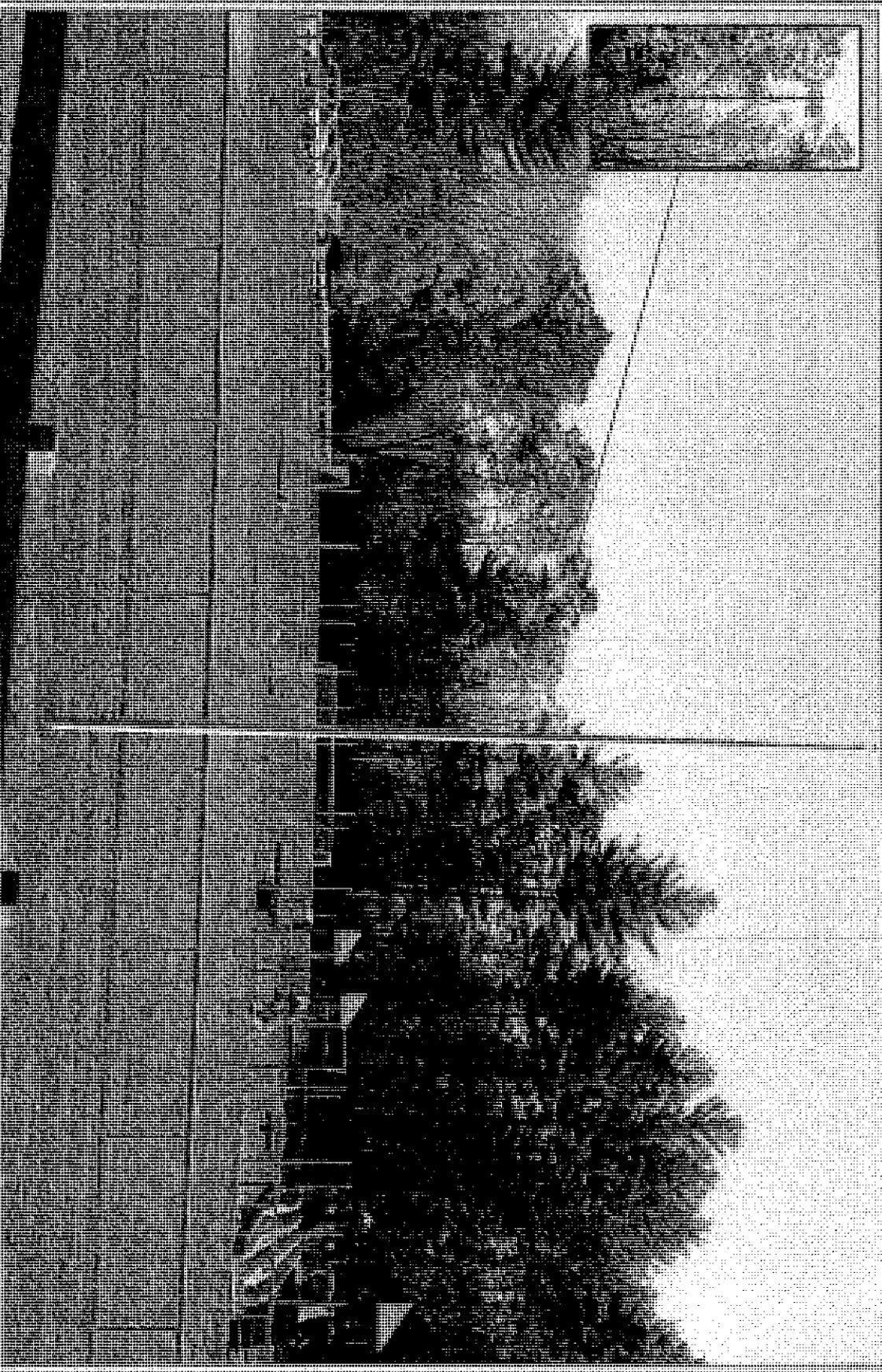
Created by: Ben Cavan & Mike Berrington  
QED, County of Annapolis Design  
1000 201-2071 info@ced.com



Proposed  
Conditions



Mobile



For virtual reference only. Actual conditions may vary. Subject to weather conditions, season, time of day, and camera location. © 2014 Questek

**Hampstead Kent Farm Road ~ (111)720169**

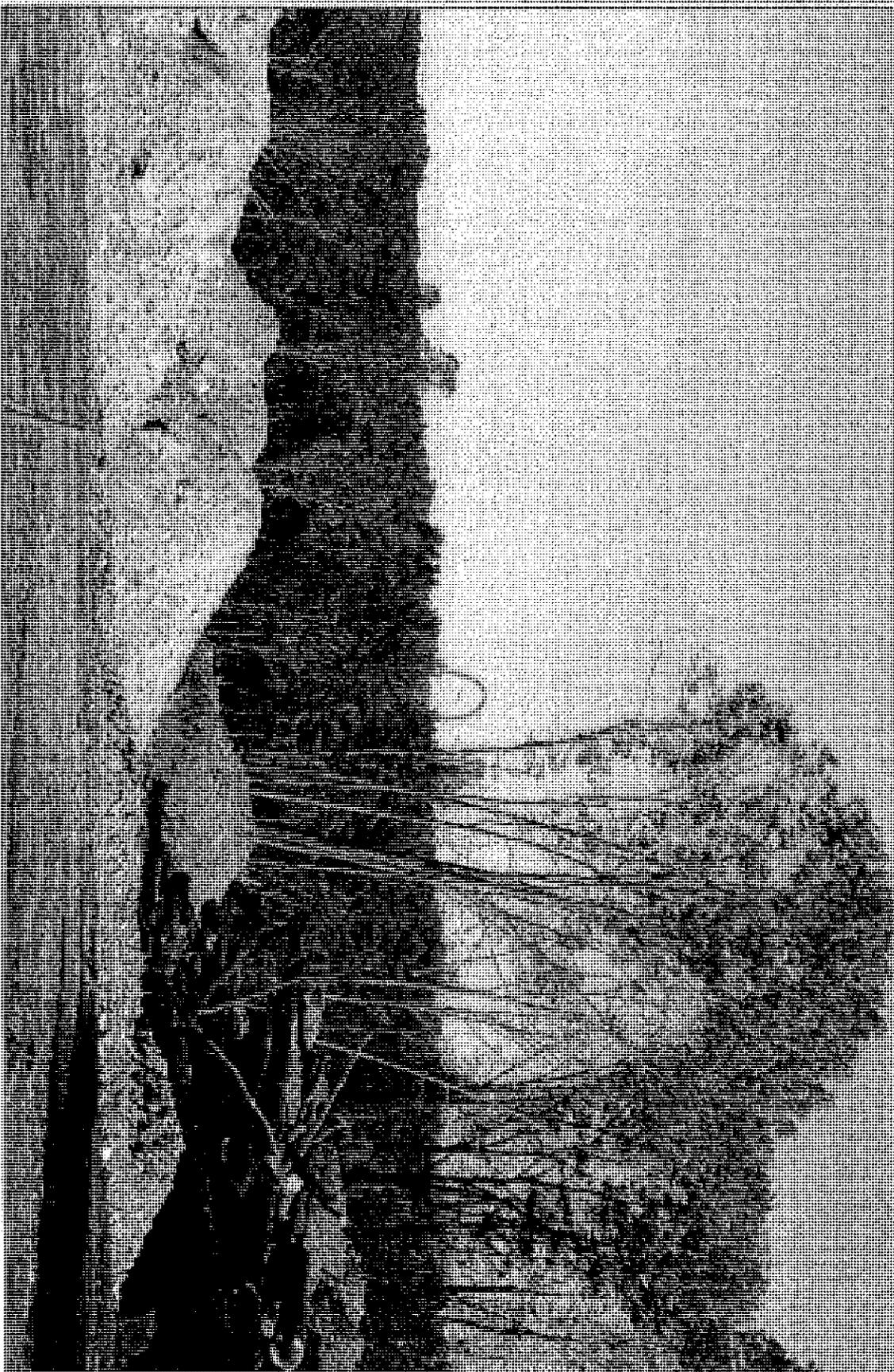
Created by: Dan Crane at Jaha Interactive  
QA, Copy & Associate Design  
© 2014 Questek Interactive

**CRP**

Existing  
Conditions

QUEST  
TOWER

IP • Mobile



For virtual walk-through only. Actual visit only in  
agreement upon written conditions. Some  
road right, and various locations. Open to all.

**Hampstead Kent Farm Road - (11102016)**

Phone: 1-800-451-1111  
From the subdivision of the State Street near South & West

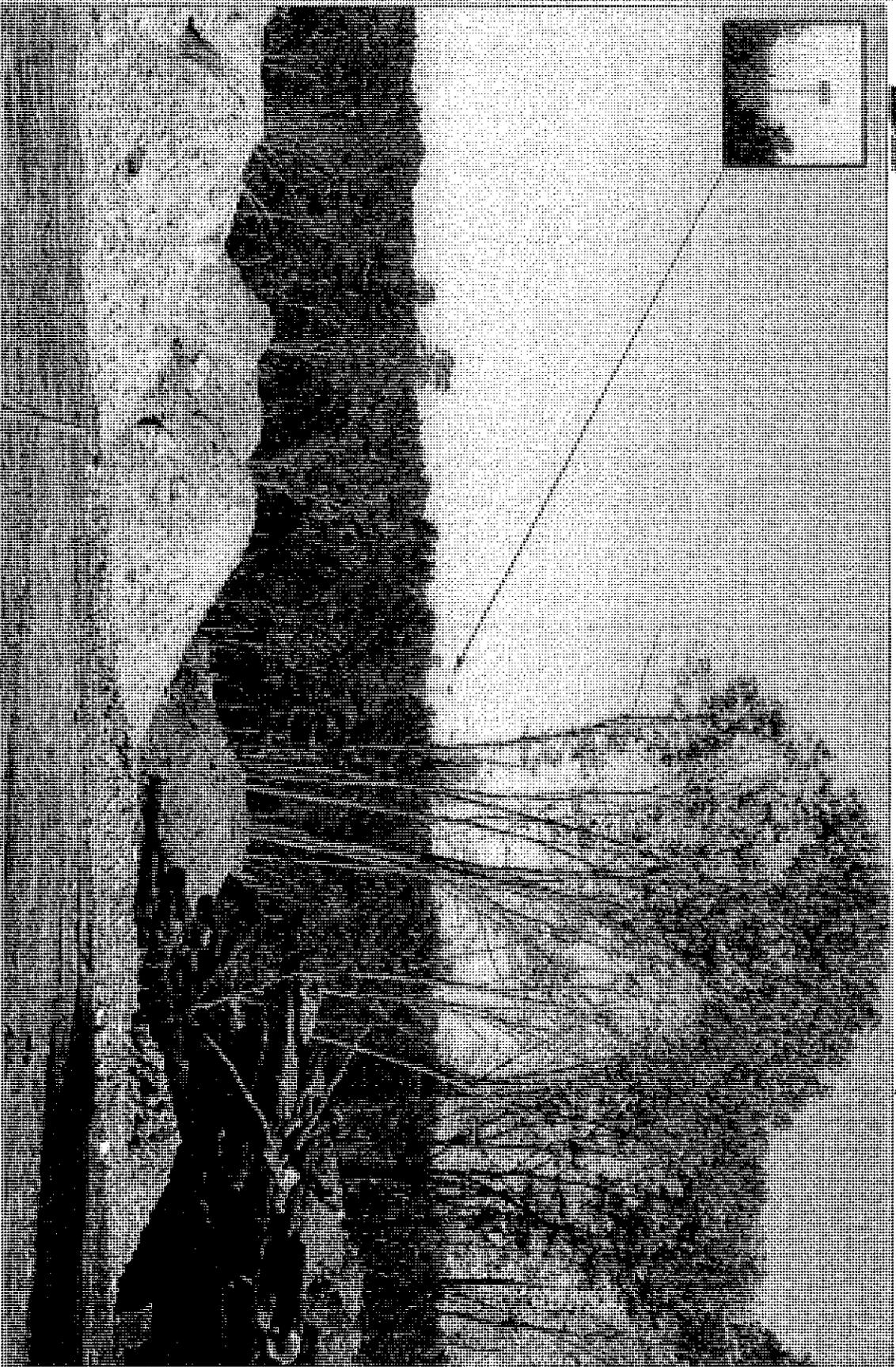
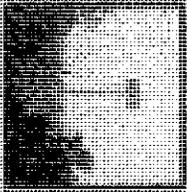
Created by Ben Green of Miller Real Estate  
OK. Contact at: [www.millerrealestate.com](http://www.millerrealestate.com)  
0919-208-2071



Proposed  
Conditions



AT & T  
Mobile



For visual reference only. Actual visibility is dependent upon weather conditions, season, height, and tower location.

**Hampstead Kent Farm Road - (111072016)**

Plan No. L-0017-01 - 10/17/01 - 11/23/01  
From the subdivision of Main Street near Garza's Way

Controlled by Dan Carter, Jr. under Contract

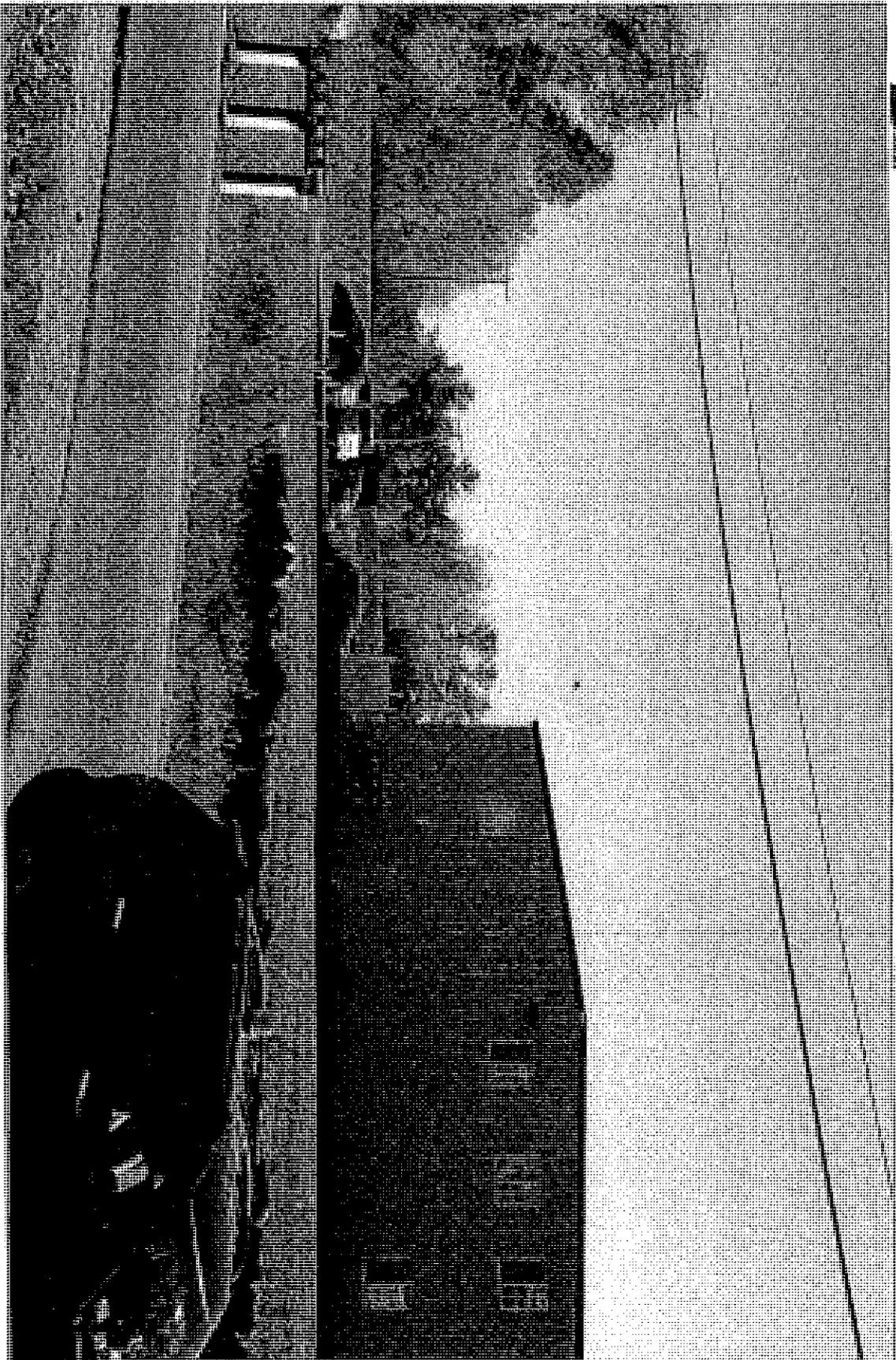
AT & T  
Mobile  
1-800-388-5871 info@atandt.com

**QED**  
The Best  
Condition

Existing  
Condition

QUEST  
POWER  
FOR THE

QED • Mobile



For visual reference only. Actual results may vary depending upon weather conditions, season, sunlight, and viewing location. See page 2, Appendix A for information on viewing.

**Hampstead Kent Farm Road** - (01/10/2016)

Phone: 1-800-441-5900 - 1-800-441-5900  
Please Indentation of Kent Farm Road and Queens Court

Created by: Ben Carter de Miller-Burton

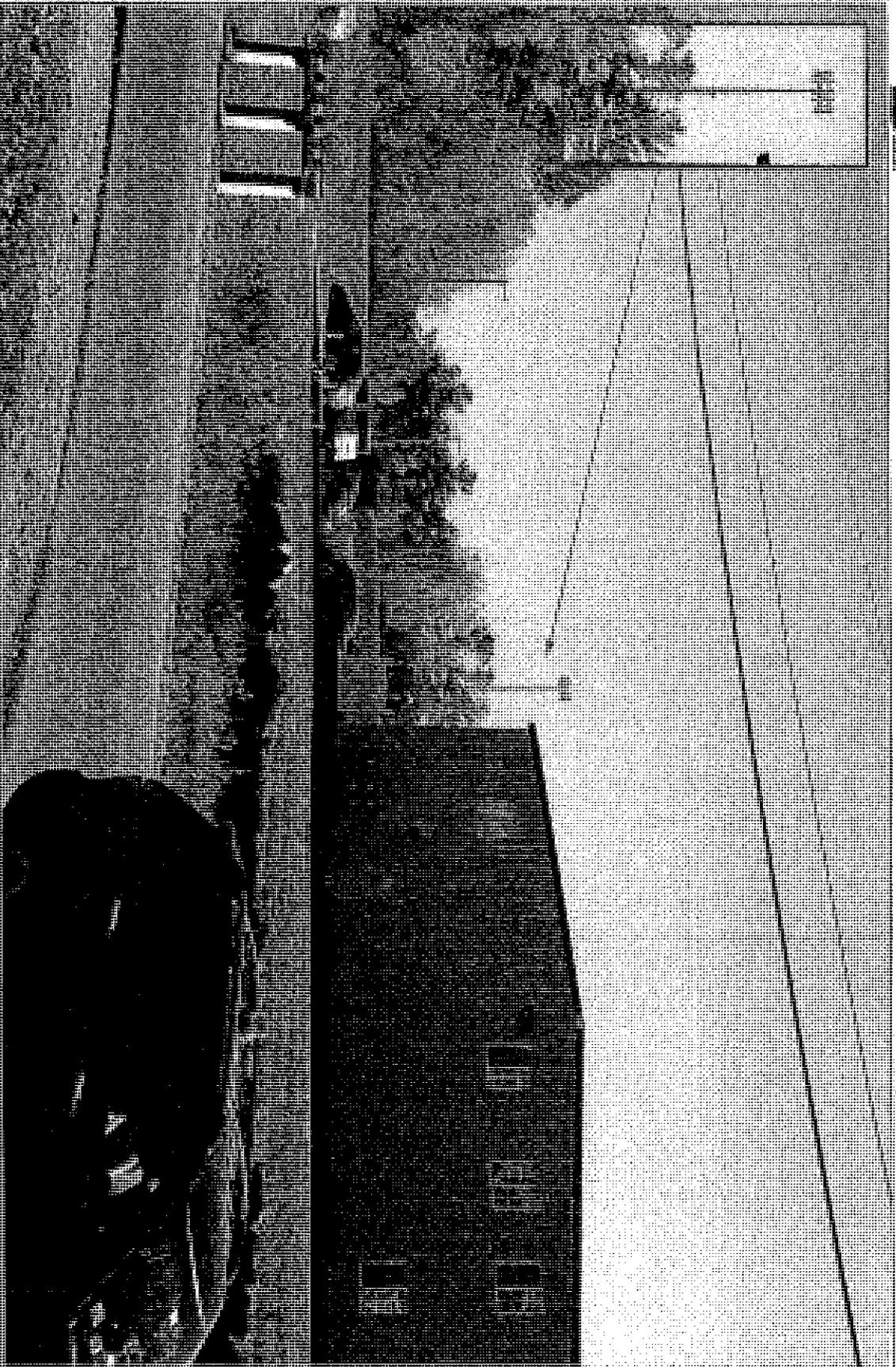
QED, Casey & Associates Inc.  
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Proposed  
Conditions



Mobile



For visual reference only. Actual visitability to  
Agreement upon weather conditions, season,  
multiple, and various locations.

**Hampstead Kent Farm Road ~ (11/10/2016)**

Phone Location 14 - 2000 - 1410 - 1410  
Phone Location of Kent Farm Road and County's Corner

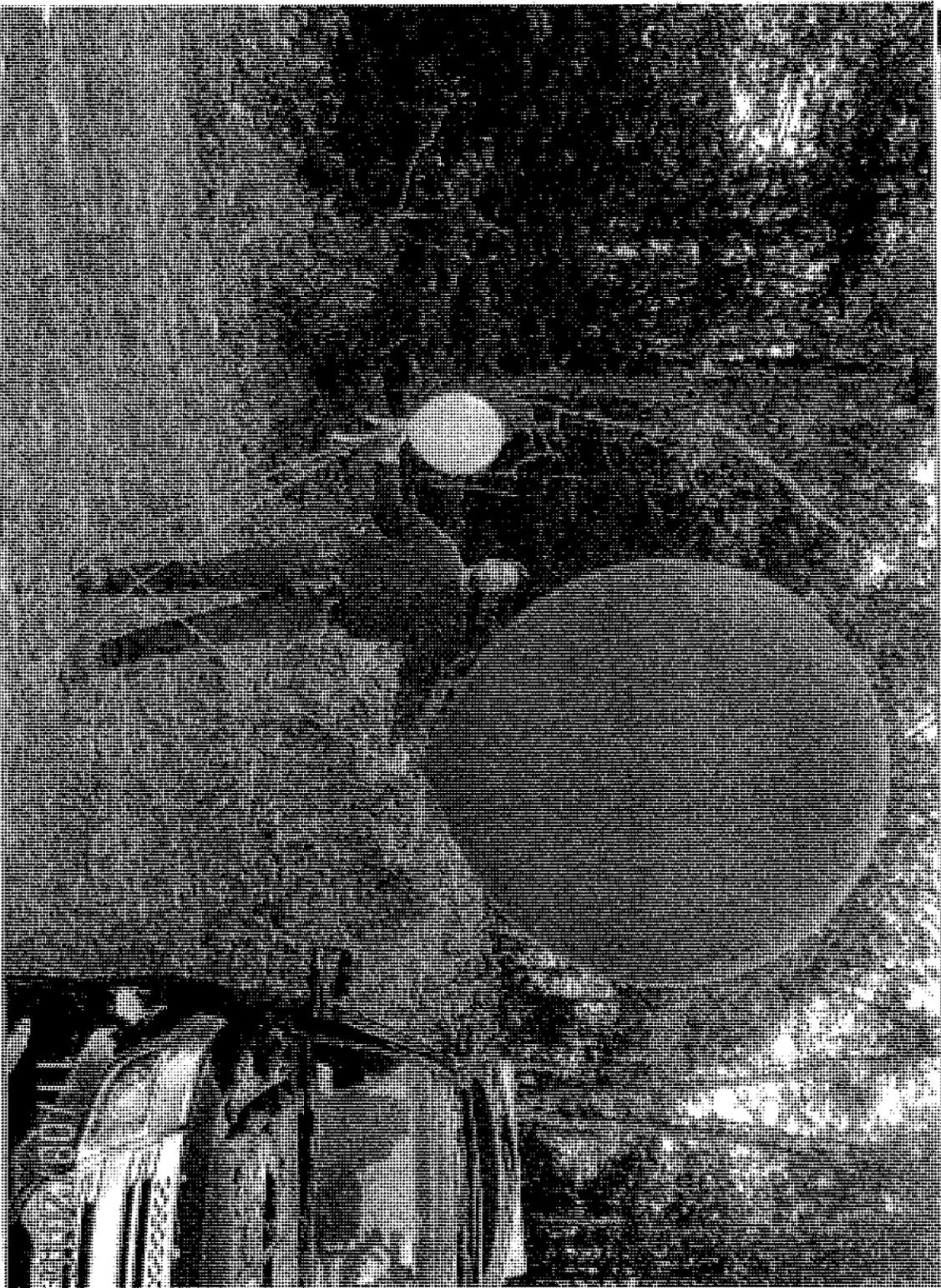
County of DeWitt, New York

Dr. Carter & Associates, Inc.  
9700 South Street Indianapolis, IN 46224  
www.dr-carter.com

**CRD**

**Missouri Power**

**Dr. Motile**



For visual reference only. Actual results may vary depending upon weather conditions, terrain, sunlight, and other factors. [www.missouri.com](http://www.missouri.com)

**Hampstead Kent Farm Road ~ (317) 920-1619**  
Call for Test Completed on Tuesday 11/19/2019  
Phone Hours: 7:00am - 4:00pm

Created by: Ben Carter & Mike Bennett  
**QA, Cost & Analysis Dept**  
979-300-5871 [info@quadrant.com](mailto:info@quadrant.com)

# **EXHIBIT 8**



**SITESAFE**  
RF COMPLIANCE EXPERTS

A BUSINESS OF FDH VELOCITEL

200 North Glebe Road, Suite 1000, Arlington, VA 22203-3728  
703.276.1100 703.276.1169 fax  
FAA@sitesafe.com www.sitesafe.com

## FAA Aeronautical Evaluation

Hampstead  
NH-5018

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For more information contact:  
faa@sitesafe.com  
770.532.3255 phone  
703.276.1169 fax





**SITE SPECIFIC EVALUATION  
FOR**

Client Site Name: Hampstead  
Client Site Number: NH-5018  
Client Site Location: Hampstead, NH.

Client/Requestor Name: Sean Gormley  
Company Name: Blue Sky Towers Partners, LLC  
Address: 352 Park Street, Suite 106  
Address: N. Reading, MA. 01864

Date: 11/10/16

*This is an evaluation based on application of surfaces identified in Federal Aviation Regulation (FAR) Part 77 and Federal Communication Commission (FCC) Rules Part 17.*

**EXECUTIVE SUMMARY OF FINDINGS**

- **The maximum height that can be built at this site without notice to the FAA is 200 feet AGL or 463 feet AMSL.**
- Maximum No Extended Study height at this site is 499 AGL, or 762 AMSL.
- Maximum No Hazard height at this site is 499 AGL, or 762 AMSL.
- Maximum no marking and lighting height at this site is 200 AGL, or 463 AMSL.

**SITE DATA SUBMITTED FOR STUDY**

Type of Structure:	Antenna
Coordinates of site:	Lat: 42° 54' 13.45"
	Long: 71° 11' 14.54"
	Datum NAD 83
Site Ground Elevation:	263
Total Height above the ground of the entire structure (AGL):	199
Overall height of structure above mean sea level (AMSL):	462

*Note: This report is for planning purposes only. If notification to the FAA or FCC is submitted on a site (whether it is, or is not required), a determination of no hazard or an approval letter should be received prior to any actions taken at this site.*

## AIRPORT AND HELIPAD INFORMATION

Nearest public use or Government Use (DOD) facility is Manchester.

This structure would be located 11 NM or 67396 FT from the airport on a bearing of 279 degrees true to the airport.

Nearest private use facility is Clark.

This structure would be located 1.8 NM from the helipad on a bearing of 169 degrees true to the helipad.

## FINDINGS

### **AM Facilities:**

*(The FCC protects AM transmission stations from possible electro magnetic interference for a distance of 3.0 km for directional facilities, and 1.0 km for non-directional facilities. Any antenna structures within these distances will most likely require a detuning evaluation of the site) (Sitesafe offers a full range of detuning services)*

For a free analysis of this site against the most current FCC data, go to our AM evaluation web site at <http://sitesafe.com>. A negative certificate can be generated, (on-line) if no conflict is found. If a conflict is found, our AM Detune department will contact you to review the findings.

This site was evaluated against the FCC's AM antenna database, and is not within an AM transmission area.

### **FCC Notice Requirements:**

*(FCC Rules, Part 17)*

This structure does not require notification to the FAA or FCC based on these rules.

### **FAA EMI:**

*(The FAA protects certain air navigational aids and radio transmitters from possible electro-magnetic interference. The distance and direction are dependent on the type of facility be evaluated. Most of these transmission and receiver facilities are listed in the National Flight Data Center (NFDC) database.)*

This site would not affect any FAA air navigational aids or transmitters listed in the NFDC database.

### **Military Airspace:**

This structure will not affect this airspace.

*Note: This report is for planning purposes only. If notification to the FAA or FCC is submitted on a site (whether it is, or is not required), a determination of no hazard or an approval letter should be received prior to any actions taken at this site.*

**FAA Evaluation:**

FAR Part 77 paragraph 9 (FAR 77.9). Construction or Alteration requiring notice:  
*(These are the imaginary surfaces that the FAA has implemented to provide general criteria for notification purposes only.)*

This structure does not require notification to the FAA.

FAR Part 77 paragraph 17 (FAR 77.17). Standards for Determining Obstructions:  
*(These are the imaginary surfaces that the FAA has implemented to protect aircraft safety. If any of these surfaces are penetrated, the structure may pose a Hazard to Air Navigation.)*

This structure does not exceed these surfaces.

**MARKING AND LIGHTING**

*FAA Advisory Circular 70/7460-1*

Marking and lighting is not required for this structure.

**RECOMMENDATIONS OR ACTIONS**

Sitesafe does not consider this site to be a hazard to air navigation as specified in FAR part 77.

*Note: This report is for planning purposes only. If notification to the FAA or FCC is submitted on a site (whether it is, or is not required), a determination of no hazard or an approval letter should be received prior to any actions taken at this site.*



# **EXHIBIT 9**

**Radio Frequency EME**  
**NIER** (Non-ionizing electromagnetic radiation)  
**Report**



**NH-5018**

**311 Kent Farm Rd,  
HAMPSTEAD, NH**

**December 8, 2016**

**Prepared by**

**Ray Ridzuan**  
Radio Frequency Engineer

## INTRODUCTION

In 1985, the FCC established rules to regulate radio frequency (RF) exposure from FCC licensed antenna facilities. In 1996, the FCC updated these rules, which were further amended in August 1997 by a Second Memorandum Opinion and Order. These new rules represent a consensus of the federal agencies responsible for the protection of public health and the environment, including the Environmental Protection Agency (EPA), the Food and Drug Administration (FDA), the National Institute for Occupational Health and Safety (NIOSH), and the Occupational Safety and Health Administration (OSHA). Under the laws that govern the delivery of wireless communications services in the United States, as amended by the Telecommunications Act of 1996, the FCC has exclusive jurisdiction over RF emissions from personal wireless antenna facilities, which include cellular, PCS, AWS, messaging and aviation sites. This report contains the Radio Frequency (RF) exposure NIER analysis of the proposed wireless telecommunications facility at 311 Kent Farm Rd, Hampstead, NH. The analysis is performed by calculating site specific RF exposure predicted in terms of power density in units of milli watts (mW), a thousandth of a watt, or microwatts (uW), a millionth of a watt, per square centimeter (cm<sup>2</sup>). The predicted level of radio frequency emissions in the immediate vicinity of the proposed facility was then compared to the Maximum Permissible Exposure (MPE) limits established by the Federal Communications Commissions (FCC).

The attached calculation shows the maximum power density from the proposed telecom facility at 311 Kent Farm Rd, Hampstead, NH from the first carrier to be less than 3.58%, well below the FCC limits for Personal Wireless Communications systems. The calculated maximum power density for the combined 4 carriers which includes T-Mobile, Verizon, AT&T, and Sprint is 9.69% of the allowable limits, also well below the FCC limits for Personal Wireless Communications systems.

## SITE SPECIFIC INFORMATION

The proposed telecommunications facility is located at 311 Kent Farm Rd, Hampstead, NH. The monopole is designed to support up to 5 wireless carriers. Using the far-field power density equations from FCC Bulletin OET 65 as shown in page 4, the calculated power density assumes the location is in the main beam of the vertical pattern of the antenna. The RF EME calculations were done to first reflect T-Mobile directional panel antennas on a proposed monopole tower as shown in figure 1 below. The RF EME calculations were performed based on the following generic antenna equipment specifications. There will be 3 antenna per sector (a total of 9), model Cellmax CMA-BDHH 6521 E0-6 and Andrew LNX-6515DS A1M directional panels installed at a 176 ft antenna centerline, along with a small Radiowave SP2 5.2 microwave dish. The azimuths as shown in the zoning drawings are 60 degrees, 180 degrees and 300 degrees. The effective radiated power was calculated to be less than 3,821 watts representing the following frequency spectrum of PCS 1900, cellular, AWS and 700MHz.

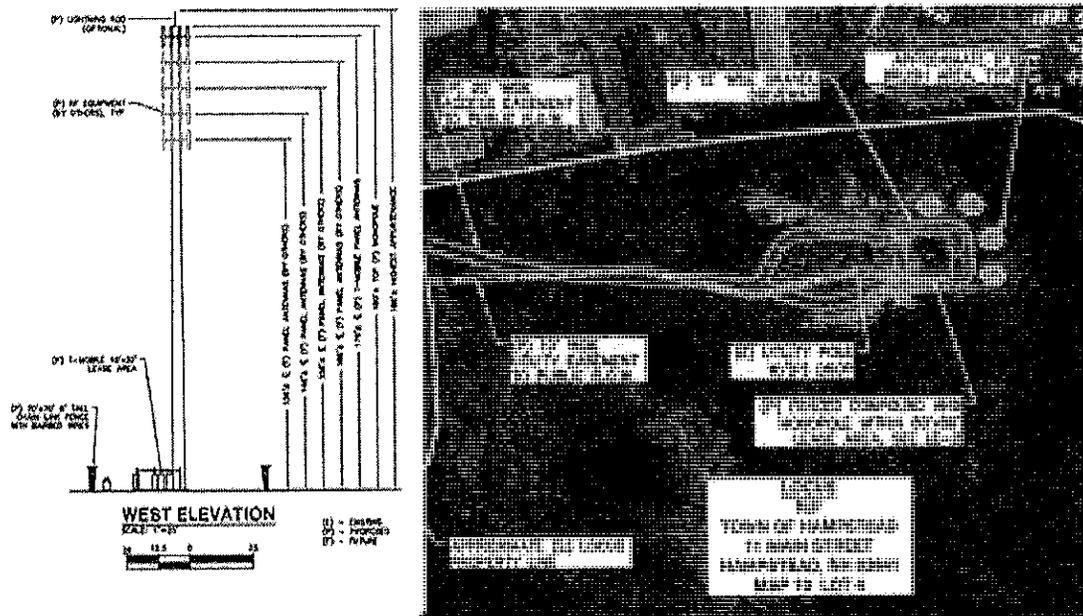


Figure 1: Proposed monopole tower

Next, the RF EME levels were calculated for the next 3 carriers. The calculated values were based on assumptions of the typical transmitted power according to the frequency bands used by the various carriers. Please note that variations in EIRP, antenna model, down tilt, etc. from the actual installation may change the result of the calculations slightly, but still not enough to raise the actual levels beyond the FCC limits. Since the other carriers have not installed and have not finalized their equipment configurations at this particular site, and in order to perform these calculations, power assumptions were made based on their typical install in the region, and a consistent antenna pattern and azimuths were used to calculate the hypotenuse of the power density to arrive at the cumulative RF EME values. Due to their mounting locations on a monopole structure, these antenna are NOT accessible to the general public, other than tower workers already trained in RF EME safety. Posting explanatory RF EME signage's at the compound fence and on the wireless carrier's equipment, such that the signs would be readily visible from any angle of approach to persons who might need to work within that distance, would be sufficient to meet FCC-adopted guidelines.

#### COMPLIANCE WITH FCC REGULATIONS REGARDING MAXIMUM PERMISSABLE EXPOSURE (MPE) LIMITS

In 1985, the FCC established rules to regulate radio frequency (RF) exposure from FCC licensed antenna facilities. In 1996, the FCC updated these rules, which were further amended in August 1997 by a Second Memorandum Opinion and Order. These new rules represent a consensus of the federal agencies responsible for the protection of public health and the environment, including the Environmental Protection Agency (EPA), the Food and Drug Administration (FDA), the National Institute for Occupational Health and Safety (NIOSH), and the Occupational Safety and Health Administration (OSHA). Under the laws that govern the delivery of wireless communications services in the United States, as amended by the Telecommunications Act of 1996, the FCC has exclusive jurisdiction over RF emissions from personal wireless antenna facilities, which include cellular, PCS, AWS, messaging and aviation sites. Pursuant to its authority under federal law, the FCC has established rules to regulate the safety of emissions from these facilities. The graph below shows the limits for MPE according to the FCC.

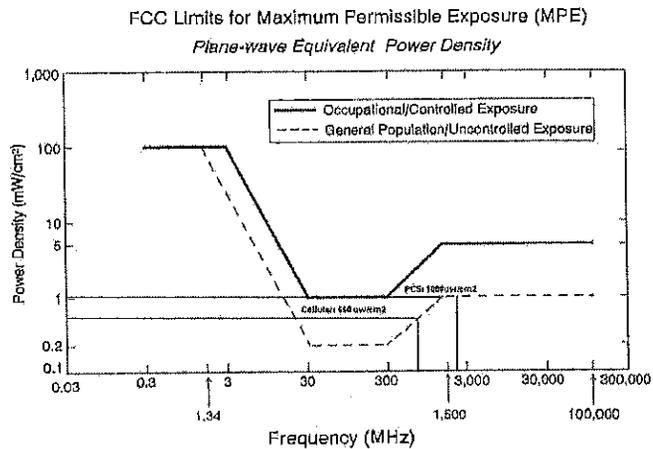


Figure 2: FCC limits for Occupational and General Population Exposure

### POWER DENSITY CALCULATION

The following equations established by the FCC, in conjunction with the site data, were used to determine the levels of RF electromagnetic energy present in the vicinity of the proposed facility<sup>1</sup>:

$$PowerDensity = \frac{0.64 * N * EIRP(\theta)}{\pi * R^2} (mw/cm^2) \quad Eq. 1-Far-field$$

$N$ = Number of channels,  $R$ = distance in cm from the RC (Radiation Center) of antenna, and  $EIRP(\theta)$  =The isotropic power expressed in mill watts in the direction of prediction point.

$$PowerDensity = \frac{P_{in} / ch * N * 10^3}{2 * \pi * R * h * \alpha / 360} (mw/cm^2) \quad Eq. 2-Near-field$$

$P_{in}/ch$  = Input power to antenna terminals in watts/ch,  $R$  = distance to center of radiation,  $h$  = aperture height in meters,  $\alpha$  = 3 dB band-width of horizontal pattern.

POINT TO POINT CALCULATION

Site Address: 311 Kent Farm Rd  
 City: Kent Farm Rd  
 State: MD

Receiver Location: 100 ft  
 Receiver Type: 100 ft

MPE Calculation: 21.42 dBm  
 Maximum MPE: 0.21%  
 Power Density: 0.11 uW/cm<sup>2</sup>



Frequency (MHz)	Power Spectral Density (uW/cm <sup>2</sup> )	Occupational/Controlled MPE (uW/cm <sup>2</sup> )	Public/Uncontrolled MPE (uW/cm <sup>2</sup> )
30	0.0000	0.0000	0.0000
31	0.0000	0.0000	0.0000
32	0.0000	0.0000	0.0000
33	0.0000	0.0000	0.0000
34	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000
36	0.0000	0.0000	0.0000
37	0.0000	0.0000	0.0000
38	0.0000	0.0000	0.0000
39	0.0000	0.0000	0.0000
40	0.0000	0.0000	0.0000
41	0.0000	0.0000	0.0000
42	0.0000	0.0000	0.0000
43	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000
51	0.0000	0.0000	0.0000
52	0.0000	0.0000	0.0000
53	0.0000	0.0000	0.0000
54	0.0000	0.0000	0.0000
55	0.0000	0.0000	0.0000
56	0.0000	0.0000	0.0000
57	0.0000	0.0000	0.0000
58	0.0000	0.0000	0.0000
59	0.0000	0.0000	0.0000
60	0.0000	0.0000	0.0000
61	0.0000	0.0000	0.0000
62	0.0000	0.0000	0.0000
63	0.0000	0.0000	0.0000
64	0.0000	0.0000	0.0000
65	0.0000	0.0000	0.0000
66	0.0000	0.0000	0.0000
67	0.0000	0.0000	0.0000
68	0.0000	0.0000	0.0000
69	0.0000	0.0000	0.0000
70	0.0000	0.0000	0.0000
71	0.0000	0.0000	0.0000
72	0.0000	0.0000	0.0000
73	0.0000	0.0000	0.0000
74	0.0000	0.0000	0.0000
75	0.0000	0.0000	0.0000
76	0.0000	0.0000	0.0000
77	0.0000	0.0000	0.0000
78	0.0000	0.0000	0.0000
79	0.0000	0.0000	0.0000
80	0.0000	0.0000	0.0000
81	0.0000	0.0000	0.0000
82	0.0000	0.0000	0.0000
83	0.0000	0.0000	0.0000
84	0.0000	0.0000	0.0000
85	0.0000	0.0000	0.0000
86	0.0000	0.0000	0.0000
87	0.0000	0.0000	0.0000
88	0.0000	0.0000	0.0000
89	0.0000	0.0000	0.0000
90	0.0000	0.0000	0.0000
91	0.0000	0.0000	0.0000
92	0.0000	0.0000	0.0000
93	0.0000	0.0000	0.0000
94	0.0000	0.0000	0.0000
95	0.0000	0.0000	0.0000
96	0.0000	0.0000	0.0000
97	0.0000	0.0000	0.0000
98	0.0000	0.0000	0.0000
99	0.0000	0.0000	0.0000
100	0.0000	0.0000	0.0000

ERP	ERP	FCC uncontrolled / general population limit (uW)	uW/cm <sup>2</sup>	% MPE
62.62	1.787	1,000	0.9195	0.0031
700MHz	62.62	497	0.516	0.011
total		3,076	0.5495	0.0371

Table 3 below shows the example MPE limits calculation as stated by the FCC for public/uncontrolled and occupational/controlled environments.

Frequency	Public/Uncontrolled	Occupational/controlled
Cellular	579 $\mu$ W/cm <sup>2</sup>	2,750 $\mu$ W/cm <sup>2</sup>
700MHz	497 $\mu$ W/cm <sup>2</sup>	
PCS/AWS	1,000 $\mu$ W/cm <sup>2</sup>	5,000 $\mu$ W/cm <sup>2</sup>

Table 3: Maximum Permissible Exposure limits

As shown in the table above, the limits for MPE levels for Cellular, 700MHz and PCS/AWS respectively are 579  $\mu$  W/cm<sup>2</sup> 497  $\mu$  W/cm<sup>2</sup> and 1000  $\mu$  W/cm<sup>2</sup>. The attached calculation shows the maximum power density from the first installation at 311 Kent Farm Rd to be around 3.58  $\mu$  W/cm<sup>2</sup> of the FCC limits for Personal Wireless Communications systems. Below are the assumptions made for the maximum power density calculations for the other 3 carriers.

Carrier	Height (ft)	EIRP (dBm)	FCC uncontrolled / Watts	general population limit (uW) uW/cm <sup>2</sup>	MPE
Verizon	166ft	64.78	3,006	1,000	0.9149
AWS		64.78	503	497	0.00091
700		57.02			0.00018
total					0.0010998

Carrier	Height (ft)	EiRP (dBm)	FCC uncontrolled / Watts	general population limit (uW) uW/cm <sup>2</sup>	MPE
AT&T	156ft	64.78	3,006	1,000	0.9405
AWS		64.78	503	497	0.00094
PCS		63.15	2,006	1,000	0.5909
Cellular		64.13	2,589	579	0.8361
700 MHz		57.02	503	497	0.00019
total					0.002651

SPRINT		146ft			
EIRP	EiRP	FCC uncontrolled /		general population limit (uW)	
	dBm	Watts		uW/cm^2	MPE
PCS	63.15	2,066	1,000	0.8261	0.00083
Cellular	64.13	2,589	579	1.4099	0.00141
total					0.00236

## CONCLUSION

The attached calculation shows the maximum power density from the proposed installation at this location to be well below the FCC limits for Personal Wireless Communications systems. The proposed telecommunications facility will not interfere with public safety communications, commercial television and/or radio signals and other licensed forms of radio frequency communications. All equipment operating at the proposed location will be compliant with Federal Communications Commissions requirements as well as health and safety standards.

### **For Further Information**

Additional information about the environmental impact of RF energy from personal wireless antenna facilities can be obtained from the Federal Communications Commission:

Dr. Robert Cleveland  
Federal Communications Commission  
Office of Engineering and Technology  
Washington, DC 20554

RF Safety Program: 202-418-2464  
Internet address: [rfsafety@fcc.gov](mailto:rfsafety@fcc.gov)  
RF Safety Web Site: [www.fcc.gov/oet/rfsafety](http://www.fcc.gov/oet/rfsafety)

## References

- [1] The Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. Section 332 (c)(7)(B)(iv).
- [2] *Guidelines for Evaluating the Environmental Effects of Radio frequency Radiation*, Notice of Proposed Rulemaking, ET Docket 93-62, 8 FCC Rcd 2849 (1993).
- [3] *Guidelines for Evaluating the Environmental Effects of Radio frequency Radiation*, Report and Order, ET Docket 93-62, FCC 96-326, adopted August 1, 1996. 61 Federal Register 41006 (1996).
- [4] *Guidelines for Evaluating the Environmental Effects of Radio frequency Radiation*, Second Memorandum Opinion and Order, ET Docket 93-62, adopted August 25, 1997.
- [5] *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields*, OET Bulletin 65, August, 1997.

Statement of Certification

I certify to the best of my knowledge that the statements contained in this report are true and accurate. The theoretical computations contained are based on FCC recommended methods, with industry standard assumptions and formulas, and complies with FCC mandated Maximum Permissible RF Exposure requirements.

A comprehensive field survey was not performed prior to the generation of this report. If questions arise regarding the calculations herein, it is recommended that a field survey be performed to resolve any disputes.



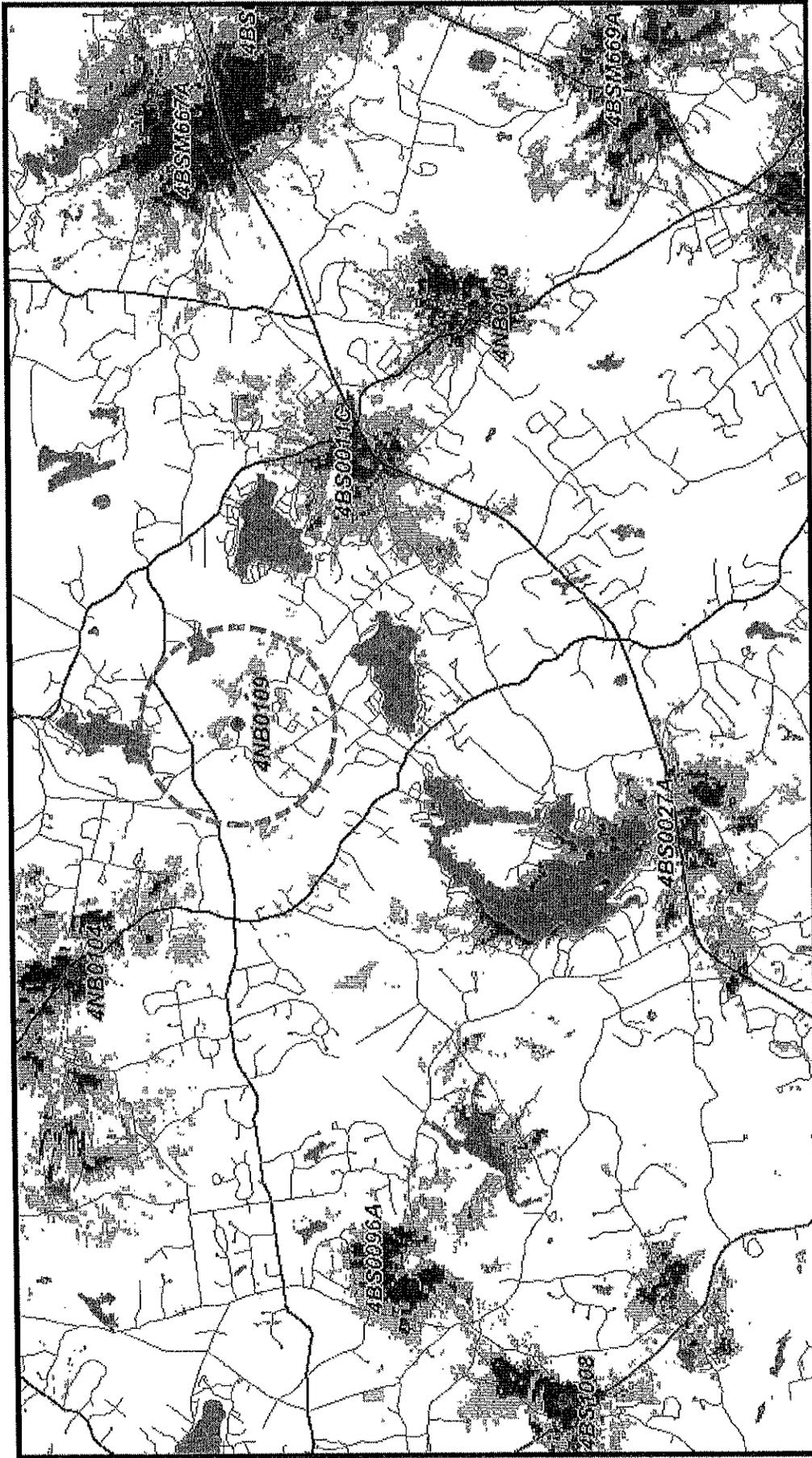
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Ray Ridzuan  
Radio Frequency (RF) Engineer

September 13, 2016

# **EXHIBIT 10**

# Coverage Plot without 4NB0109A

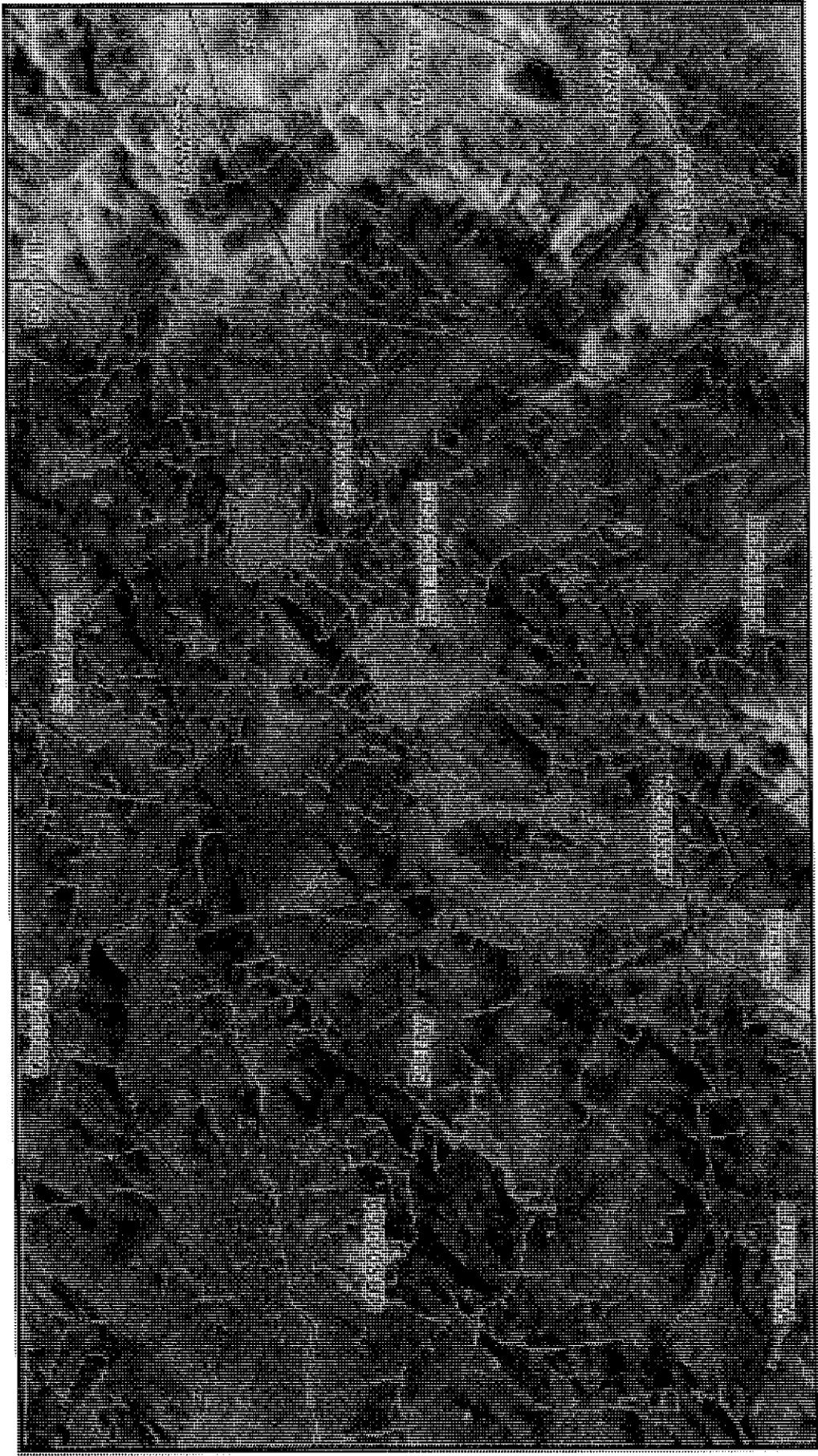


- In-Bldg Commercial
- In-Bldg Residential
- Existing Site
- Proposed Site

T-Mobile



*Location of Existing Facilities (Sites)*



T-Mobile

# EXHIBIT 11



## STATEMENT OF GEORGE ADACLOG, RADIO FREQUENCY ENGINEER

I, GEORGE ADACLOG, state as follows:

I am a Radio Frequency (RF) Engineer representing T-Mobile USA, Inc. and responsible for radio network design in the New England region, with an office at 15 Commerce Way Suite B, Norton, Massachusetts.

I have a degree in Electronics and Communication Engineering and have worked in the industry for the past 19 years. I have testified as a Radio Frequency Expert in various Planning and Zoning Boards in the New England region. In that capacity, I am responsible for the network design in Hampstead, NH.

As enabled under its Federal Communications Commission (FCC) license, T-Mobile seeks to design its wireless network in order to provide reliable wireless services to its customers, whether those customers are on the street, in a vehicle, or inside a building. Providing reliable service to its customers in each context is critical for T-Mobile to provide the quality of wireless service that customers demand, and to meet the objectives of Congress that a robust, competitive and low cost wireless communication system be developed to serve the entire nation.

I have thoroughly reviewed the radio frequency engineering studies, reports, and computerized propagation models prepared by T-Mobile with respect to the subject wireless communications facility. I used Asset, a propagation modeling software developed by TEOCO Corporation, to simulate the proposed coverage created by the facility. This software calculates signal strength over distance taking into account geographical, and topographical land features and other contributors to signal loss. Finally, this calculation has also been adjusted by empirical data obtained from field measurements.

In order to meet its obligations under the radio license, T-Mobile must have in place a network of base station antenna facilities to serve portable wireless communication devices and mobile telephones. These facilities consist of antennas mounted on a pole, building, or other structures that are connected by cables to a small equipment cabinet located near the antenna. These antennas transmit voice and data to subscribers within a defined area of coverage. Likewise, the antenna receives the radio signal from mobile transmitters which then goes to equipment located in the cabinet and to other telephone or cellular phone devices from which the transmission may be routed anywhere in the world.

Wireless antenna facilities are integral to T-Mobile's network. Each facility, servicing only a limited area, must be carefully located so that it can properly interact with other surrounding wireless facilities. To maintain reliable, uninterrupted service to wireless device users in a given area serviced by multiple antenna facilities, T-Mobile must provide continuous interconnected series of facilities in a hexagonal or "cellular" grid pattern.

In compliance with its FCC license, T-Mobile is actively building its LTE/UMTS network to provide reliable wireless service in New Hampshire. In order to meet this goal, T-Mobile continues to acquire interest in properties for additional facilities, apply and obtain local governmental approvals to construct the facilities which will provide seamless and reliable wireless service coverage. Any delay in this process may jeopardize T-Mobile's ability to achieve a market position in the wireless industry and may adversely impact its customers.

In relation to the application for the wireless facility, T-Mobile is proposing a wireless telecommunications facility to provide LTE and UMTS coverage in the northern part of the town of Hampstead. The proposed facility at 311 Kent Farm Road, Hampstead, NH 03841 is critical to the overall T-Mobile network.

The subject location has specific characteristics of topography, and relationship to other structures and its location within the narrow search limits specified by the above referenced computer model, makes it uniquely suitable to address T-Mobile's need for this proposed wireless telecommunications facility. With the above considerations, the proposed site was determined to be the most appropriate location for a facility to fill the proposed coverage gap within the context of available land parcels.

Without a wireless transmission facility located at or near this location, a significant area of inadequate, unreliable coverage (in-building) would remain in T-Mobile's wireless network in the vicinity of the proposed installation. This lack of service area or "gap" in coverage would adversely impact the service T-Mobile is able to provide to residents and businesses inside the areas bounded by Little Mill Road on the north, Freedom Hill Road on the east, Wheel Wright Road on the west, and Johnson Meadow Road on the south.

The result of such a "gap" will be an inability for the T-Mobile customer to reliably initiate, receive, or maintain voice and data connections, including 911 emergency calls, from the time that subscriber leaves the service area until that subscriber reaches that point where a quality signal is available to reinitiate the communication link.

All proposed wireless communications equipment will be installed, erected, maintained and operated in compliance with all applicable Federal, State and local regulations, including, but not limited to: the radio frequency emissions regulations set forth in the 1996 Federal Communications Act, applicable regulations administered by the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and the New Hampshire Department of Health and Human Services. All equipment proposed is authorized by the FCC Guidelines for Evaluating the Environmental effects of Radio Frequency Emissions. The radio frequency exposure levels generated by the proposed facility are substantially below the maximum allowable health and safety standards established by the FCC. In addition, the proposed equipment and transmission characteristics are in compliance with standards set forth by the American National Standards Institute (ANSI) and the National Council of Radiation Protection (NCRP).

Based upon the best radio frequency technology that is available to T-Mobile at this time, it is my professional opinion that the proposed project is necessary to ensure adequate wireless service to area residents and businesses in accordance with system specifications.

Norton, MA  
August 2016



George Adaciog  
Senior RF Engineer  
T-Mobile USA, INC.  
15 Commerce Way, Suite B, Norton, MA 02766

# **EXHIBIT 12**

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**Federal Communications Commission**  
**Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: LESLIE A. WILSON  
 AT&T MOBILITY SPECTRUM LLC  
 3300 E. RENNER ROAD, B3132  
 RICHARDSON, TX 75082

Call Sign KNLF954	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0014980726

Grant Date 06-05-2007	Effective Date 08-17-2016	Expiration Date 06-27-2017	Print Date
Market Number BTA051	Channel Block D	Sub-Market Designator 0	
Market Name Boston, MA			
1st Build-out Date 06-27-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

**Waivers/Conditions:**

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

<p><b>Conditions:</b>                  Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.</p>
---

<p>This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <a href="http://wireless.fcc.gov/uls/index.htm?job=home">http://wireless.fcc.gov/uls/index.htm?job=home</a> and select "License Search". Follow the instructions on how to search for license information.</p>
--

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**Federal Communications Commission**

Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: DAN MENSER  
T-MOBILE LICENSE LLC  
12920 SE 38TH ST.  
BELLEVUE, WA 98006

<b>Call Sign</b> KNLH310	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0001565449

<b>Grant Date</b> 06-05-2007	<b>Effective Date</b> 11-22-2011	<b>Expiration Date</b> 06-27-2017	<b>Print Date</b>
<b>Market Number</b> BTA051	<b>Channel Block</b> E	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Boston, MA			
<b>1st Build-out Date</b> 06-27-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

NONE

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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**Federal Communications Commission**  
**Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE  
 T-MOBILE LICENSE LLC  
 12920 SE 38TH STREET  
 BELLEVUE, WA 98006

<b>Call Sign</b> WPZY689	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0001565449

<b>Grant Date</b> 02-28-2007	<b>Effective Date</b> 02-04-2016	<b>Expiration Date</b> 01-03-2017	<b>Print Date</b>
<b>Market Number</b> BTA051	<b>Channel Block</b>	<b>Sub-Market Designator</b> 2	
<b>Market Name</b> Boston, MA			
<b>1st Build-out Date</b> 12-07-2003	<b>2nd Build-out Date</b> 01-03-2007	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.711 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WPZY689

File Number:

Print Date:

Pursuant to Order DA 03-617 (rel. March 3, 2003), the designated entity holding period for this license is extended by 703 days, or until the licensee meets its five-year construction requirement, whichever is sooner.

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74; Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

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Property  
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**Federal Communications Commission**  
**Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE  
 T-MOBILE LICENSE LLC  
 12920 SE 38TH STREET  
 BELLEVUE, WA 98006

Call Sign WQGA731	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0001565449

Grant Date 11-29-2006	Effective Date 12-10-2015	Expiration Date 11-29-2021	Print Date
Market Number REA001	Channel Block D	Sub-Market Designator 1	
Market Name Northeast			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

**Waivers/Conditions:**

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: DAN MENSER  
T-MOBILE LICENSE LLC  
12920 SE 38TH ST.  
BELLEVUE, WA 98006

<b>Call Sign</b> WQGB373	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0001565449

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 06-26-2012	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> REA001	<b>Channel Block</b> E	<b>Sub-Market Designator</b> 1	
<b>Market Name</b> Northeast			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WQGB373

File Number:

Print Date:

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Red 9779, 9853 (2001).

AWS operations must not cause harmful interference across the Canadian or Mexican border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Deutsche  
Telekom  
AG  
VoiceStream  
Wireless  
Corporation

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**Federal Communications Commission**  
**Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: FCC REGULATORY COMPLIANCE  
 T-MOBILE LICENSE LLC  
 12920 SE 38TH STREET  
 BELLEVUE, WA 98006

<b>Call Sign</b> WQIZ578	<b>File Number</b>
<b>Radio Service</b> WY - 700 MHz Lower Band (Blocks A, B & E)	

FCC Registration Number (FRN): 0001565449

<b>Grant Date</b> 06-26-2008	<b>Effective Date</b> 12-02-2013	<b>Expiration Date</b> 06-13-2019	<b>Print Date</b>
<b>Market Number</b> BEA003	<b>Channel Block</b>	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Boston-Worcester-Lawrence-Lowe			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b> 06-13-2019	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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**Federal Communications Commission**  
Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: T-MOBILE LICENSE LLC

ATTN: KATHLEEN O'BRIEN HAM  
T-MOBILE LICENSE LLC  
12920 SE 38TH STREET  
BELLEVUE, WA 98006

Call Sign WQPZ969	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0001565449

Grant Date 08-23-2012	Effective Date 03-12-2014	Expiration Date 11-29-2021	Print Date
Market Number REA001	Channel Block F	Sub-Market Designator 9	
Market Name Northeast			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

**Waivers/Conditions:**

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

**Conditions:**

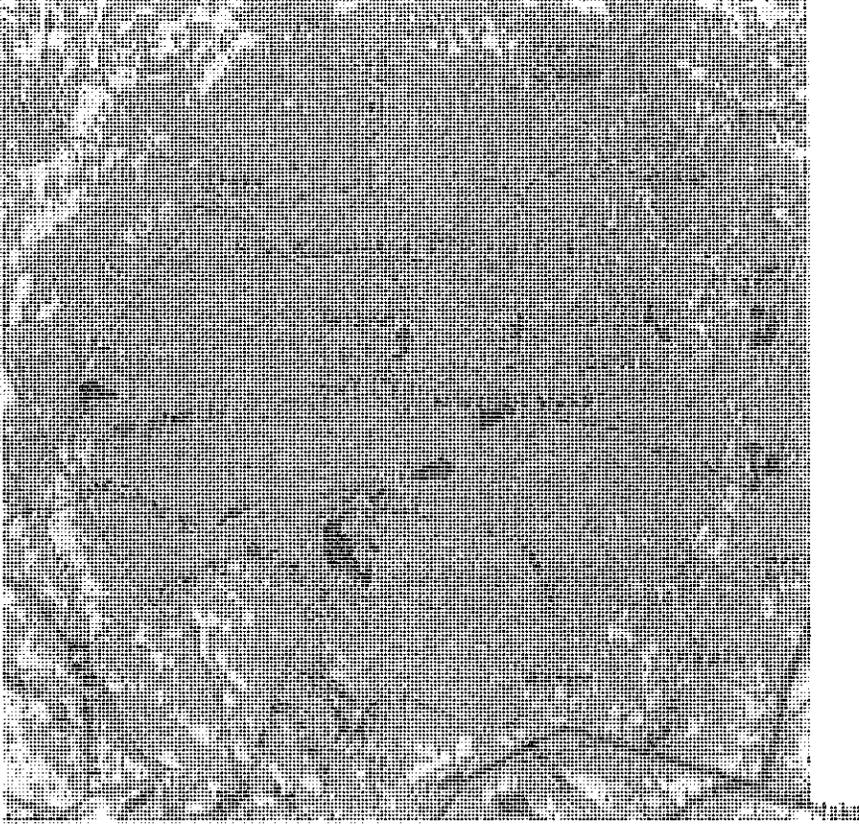
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the full copy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

**EXHIBIT 13**

# Hampstead FD New Site

RC-AMSL



434.186 ft

Callsign

ERP

FM 5kHz

Frequency 152 MHz

Modulation

Longitude 71-11-16.1 W

100

Latitude 42-54-13.6 N

15

50

0

ContinentalTemperate

## Propagation Properties

50

Location Variability %

Confidence %

Propagation Model

Climate Type

Longley Rice

Time Variability %

Dielectric Constant

GE-AMSL 259.186 ft

## Talk Out Matrix

Environment ---

## Hampstead FD New Site Mobile

Gain

FM 5kHz

Frequency 152 MHz

Modulation

Longitude 71-11-16.1 W

Latitude 42-54-13.6 N

FM 5kHz

### Mobile Radio Properties

40 W

Modulation

Frequency 155.94 MHz

ERP

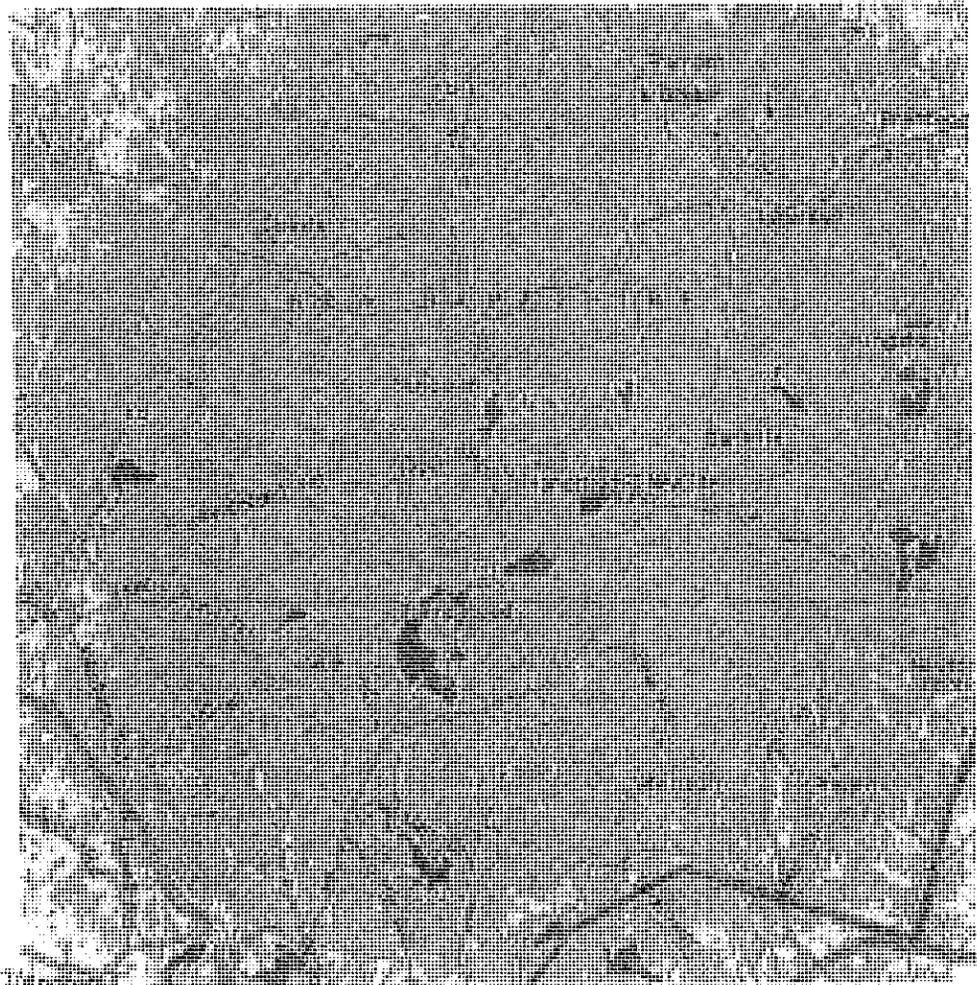
GE-AMSL 259.186 ft

### Talk Back Matrix

### Mobile Antenna Properties

Gain 0 dBd

Height AGL 5 ft



# Hampstead FD New Site Portable

Gain  
FM 5kHz  
Frequency 152 MHz  
Modulation  
Longitude 71-11-16.1 W  
Latitude 42-54-13.6 N  
FM 5kHz

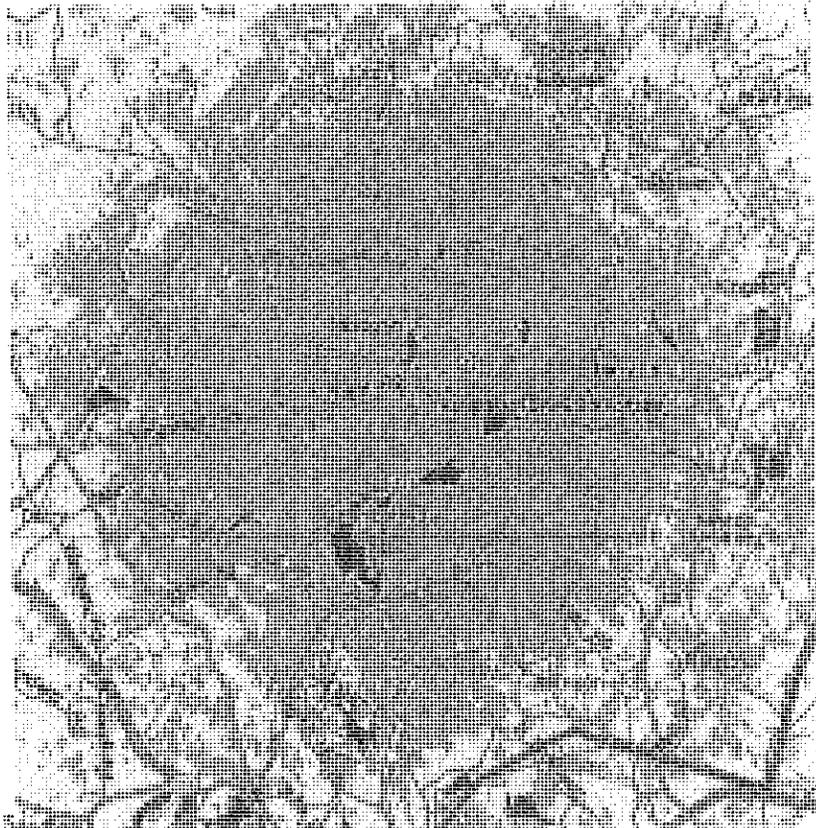
## Mobile Radio Properties

5 W  
Modulation  
Frequency 155.94 MHz  
ERP  
GE-AMSL 259.186 ft

## Talk Back Matrix

## Mobile Antenna Properties

Gain 0 dBd



Height AGL

## Hampstead FD Current Site

RC-AMSL

Make

403.612 ft

Callsign

ERP

FM 5kHz

Frequency 152 MHz

Modulation

Longitude 71-10-23.5 W

100

Latitude 42-53-49.6 N

15

50

0

ContinentalTemperate

### Propagation Properties

50

Location Variability %

Confidence %

Propagation Model

Climate Type

Longley Rice

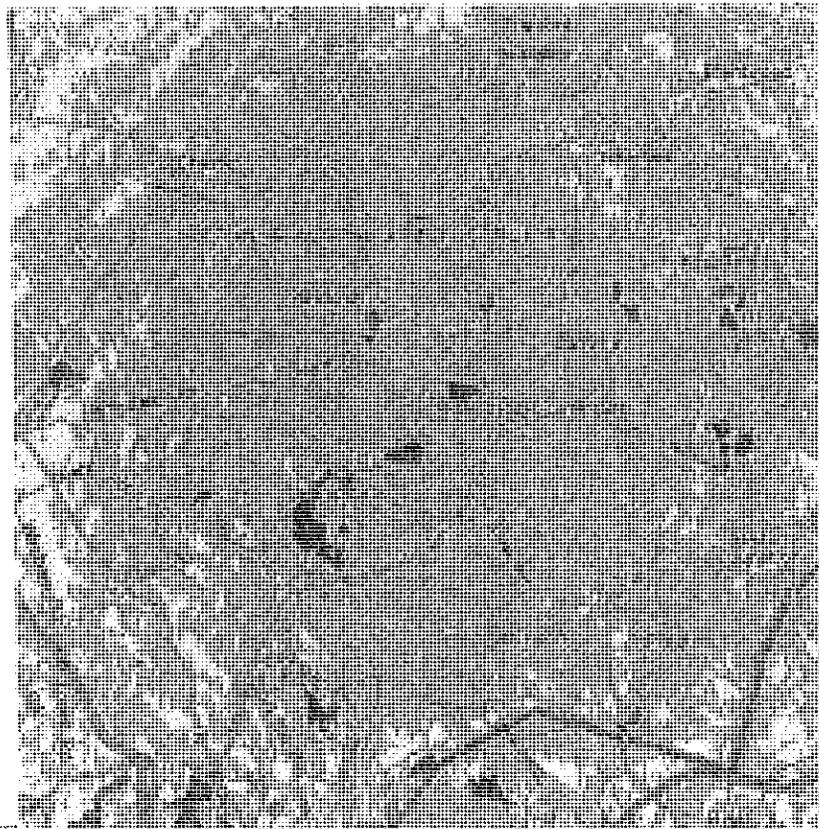
Time Variability %

Dielectric Constant

GE-AMSL 357.612 ft

### Talk Out Matrix

Environment ---



Minimum HAAT ---

## Hampstead FD Current Site Mobile

Gain

FM 5kHz

Frequency 152 MHz

Modulation

Longitude 71-10-23.5 W

Latitude 42-53-49.6 N

FM 5kHz

### Mobile Radio Properties

40 W

Modulation

Frequency 155.94 MHz

ERP

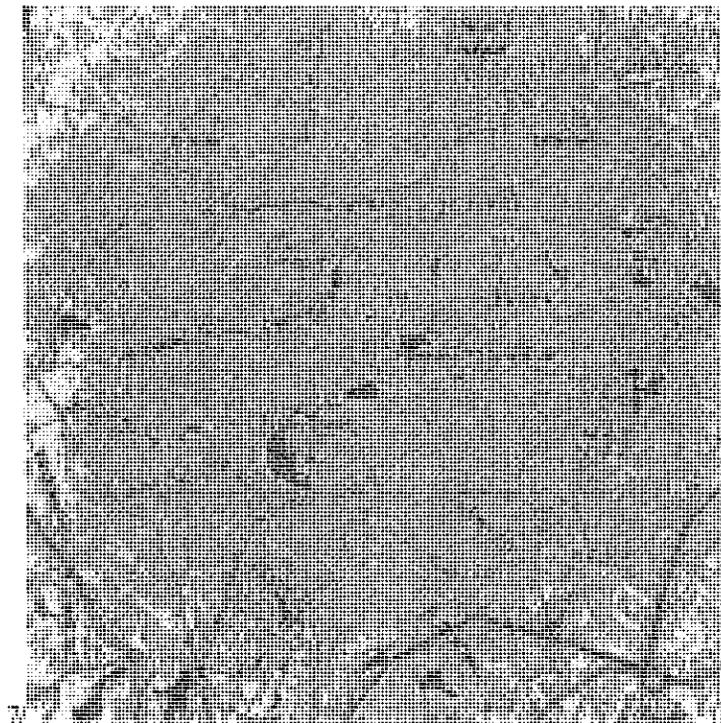
GE-AMSL 357.612 ft

### Talk Back Matrix

### Mobile Antenna Properties

Gain 0 dBd

Height AGL 5 ft



## Hampstead FD Current Site Portable

Gain  
FM 5kHz  
Frequency 152 MHz  
Modulation  
Longitude 71-10-23.5 W  
Latitude 42-53-49.6 N  
FM 5kHz

### Mobile Radio Properties

5 W  
Modulation  
Frequency 155.94 MHz  
ERP  
GE-AMSL 357.612 ft

### Talk Back Matrix

### Mobile Antenna Properties

Gain 0 dBd

Height AGL 5 ft

