

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949  
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

May 31, 2024

To: Town Council  
From: Jamie Hellen, Town Administrator  
Amy Frigulietti, Deputy Town Administrator

**Re: Resolution 24-37: Authorization to Extend Lease with Cellco Partnership d/b/a Verizon Wireless for Wireless Communications Facility on Upper Union Street Water Tank**

We are asking the Town Council to approve Resolution 24-37, which, if approved, will authorize the extension of the Town's lease agreement with Verizon for a wireless communications facility on the Upper Union Street water tank for an additional five year term.

The Town initially entered into this agreement in 2016, and received a starting rental fee payment of \$50,000. Per the terms of the agreement, these payments have increased by 3% each year and will continue to increase at this same rate for the duration of the renewed term. Please see below for a payment history and projection for the next five years.

Cellco / Verizon Payments Received to date:

2016	2017	2018	2019	2020	2021	2022	2023
\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61	\$ 61,493.69

Cellco / Verizon Payments Projected for 5 year extended lease:

2024	2025	2026	2027	2028	2029
\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69

A copy of the lease agreement is included in the agenda packet for the June 5, 2024 Town Council meeting.

Please let us know if you have any questions.



**TOWN OF FRANKLIN  
RESOLUTION 24-37**

**Authorization to Extend Lease with Cellco Partnership d/b/a Verizon Wireless for  
Wireless Communications Facility on Upper Union Street Water Tank**

**WHEREAS,** the Franklin Town Council, by Resolution 17-56, authorized the Town Administrator to lease the exterior of the Upper Union Street Water Tank to commercial wireless communications providers for up to twenty (20) years, and

**WHEREAS,** pursuant to said authorization, the Town Administrator executed a lease agreement with Cellco Partnership d/b/a Verizon Wireless for an initial five year term, with options for Town to extend for an additional three (3), five year periods, subject to Town Council votes, and

**WHEREAS,** the initial five year term has expired and it is in Town’s financial interest to continue to receive the rental revenue,

**NOW THEREFORE BE IT VOTED** by the Franklin Town Council that the Town Administrator is hereby authorized to execute an extension of the lease agreement with Cellco Partnership d/b/a Verizon Wireless for a wireless communications facility on the Upper Union Street Water Tank for an additional five year term, at an annual rent which is not less than the annual rent during the initial lease term and upon such other terms and conditions as the Town Administrator determines to be in Town’s best interests.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2024

**VOTED:** \_\_\_\_\_

**UNANIMOUS:** \_\_\_\_\_

**A TRUE RECORD ATTEST:**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**RECUSED:** \_\_\_\_\_

**Nancy Danello, CMC  
Town Clerk**

\_\_\_\_\_  
**Glenn Jones, Clerk  
Franklin Town Council**

**LEASE AGREEMENT, re:**

**Space on Upper Union Street Water Tower for  
Personal Wireless Communications**

**Facility: Bell Atlantic Mobile of Massachusetts Corporation, Ltd. Verizon Wireless**

LEASE AGREEMENT ("Lease") made this 10 day of June, 2016, by and between the Town of Franklin, a Municipal Corporation with administrative offices located in the Municipal Building, 355 East Central Street, Franklin, MA (hereinafter: "Landlord" or "Municipality") Landlord, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, doing business within Massachusetts with a place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), and a duly-licensed personal wireless service provider (hereinafter: "Tenant" or Provider"), Tenant::

1. PREMISES: The lease premises consists of space on the top of the Town of Franklin's water tower ("Water Tower") located at 855 Upper Union Street, Franklin, Massachusetts (hereinafter referred to as the Property and further described in Exhibit "A")) for the attachment of its antennas and associated equipment ("Antenna Space") and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets and generator ("Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day with prior notice to the Landlord's police department by telephone (at 1-508-528-1212), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a right of way extending from the nearest public right of way, Upper Union Street, to the Land Space ("Right of Way"). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as "Exhibit B" and are collectively referred to herein as the "Premises".

2. TERM: The initial lease term is 5 years (60 months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits ("Commencement Date"). The initial Lease term may be further extended for three (3), five-year periods PROVIDED THAT the Franklin Town Council so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. Landlord shall provide written notice to Tenant at last four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to prior to the expiration of the lease term upon demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider's control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is Fifty Thousand (\$50,000.00), which Tenant shall pay in one lump sum payment in advance, for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of three percent (3%). Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms, in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public way, Upper Union Street. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent Property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. TAXES. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that

such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as "Exhibit B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer"; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iii) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing

original tenants identified on Exhibit C to avoid any radio frequency interference. Tenant's antennas and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in the event of Tenant's default specified in Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit C ("Co-tenants") in locating and installing its facilities pursuant to "Exhibit B" and shall cooperate with Co-tenants and shall not generate radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or

corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance insuring Tenant and including Municipality as an additional insured, as its interest may appear, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of not less than two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years.

Certificates of such insurance shall be delivered to Municipality at the commencement date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees; PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct



their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations, in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of

liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan (RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit C and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY: Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when

compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for equipment relocation.
- c. The temporary location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- d. Tenant's use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality's police department by telephone (at 1-508-528-1212) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured.

16. TOWER COMPLIANCE. Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules,

regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and expense and with the reasonable cooperation of Landlord, all approvals and permits necessary to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. TENANT COVENANTS: Tenant covenants with Landlord as follows:

a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;

b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;

c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;

d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;

f. Tenant shall promptly remove any equipment Tenant determines is obsolete comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Lease term;

g. Tenant shall maintain all of its equipment in good repair;

h. Tenant shall comply with the insurance provision contained in Paragraph 10;

i. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law.

j. Tenant shall comply with the environmental provisions contained in Paragraph 14;

k. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraph 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days

after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term if this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement hereunder. In

addition to all other legal and equitable, remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery or certified mail, return-receipt requested, in the case of Landlord, to:

Town of Franklin  
Municipal Building  
355 East Central Street  
Franklin, MA 02038  
Attn: Town Administrator

and, in the case of Tenant, to:

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Wrentham Division, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

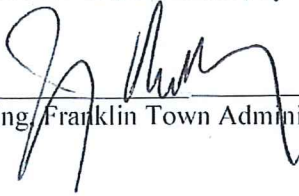
21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any

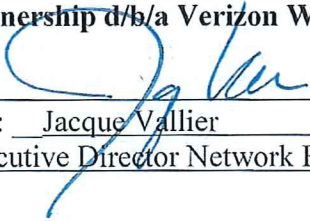
modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

WITNESS our hands and seals the date above written.

**TOWN OF FRANKLIN, Landlord, by its Town Administrator:**

  
\_\_\_\_\_  
Jeffrey D. Nutting, Franklin Town Administrator

**Cellco Partnership d/b/a Verizon Wireless**

By:   
\_\_\_\_\_  
Print Name:     Jacque Vallier      
Its:     Executive Director Network Field Engineering

## **EXHIBIT A**

### **PROPERTY**

The Property located at 855 Upper Union Street as show on the Tax Maps of the Town of Franklin as Map 319, Lot 22 and more particular described in the deed recorded in the Norfolk County Registry of Deeds as Book 11155, Page 60. See Legal description attached.



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111553

BK 11155PG060

**DEED**

Valerie A. Colbert, Trustee of Franklin Industrial Park Trust, under Declaration of Trust dated October 1, 1981 and recorded with the Norfolk Registry of Deeds (the "Registry") in Book 5961, Page 619 as amended of record (the "Grantor") for consideration paid, and in full consideration of One (\$1.00) Dollar and other good and valuable consideration, grants to the Town of Franklin, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts with a usual place of business at 150 Emmons Street, Franklin, Massachusetts (the "Grantee"), for water system purposes, with quitclaim covenants, the fee in the land, together with the improvements thereon, in Franklin, Norfolk County, Massachusetts, located in the Franklin Industrial Park and shown as Lot A-11(B) on a certain Plan entitled "Plan of Land in Franklin, Mass. (Norfolk County)" dated March 9, 1995, prepared by H&R Survey of Arlington, Mass., recorded in Plan Book 432 as Plan Number 488 (the "Plan"), said Lot A-11(B) being more particularly described as follows:

Beginning at a point on the westerly sideline of Union Street by land N/F of New England Power Company as shown on said plan, thence running


S 16-37-33 E. thirty-one and 00/100 (31.00) feet along the westerly sideline of said Union Street, thence running

S 73-22-27 W one hundred fourteen and 00/100 (114.00) feet over land N/F of Franklin Industrial Park Trust shown as Lot A-11A on said plan, thence running

N 16-37-33 W eighty and 00/100 (80.00) feet over said Franklin Industrial Park Trust land, thence running

N 73-22-27 E eighty-one and 19/100 (81.19) feet over said Franklin Industrial Park Trust land, thence running

S 50-25-43 E fifty-eight and 97/100 (58.97) feet along said New England Power Company land to the point of beginning.

RECORDED  
 IN THE NORFOLK COUNTY REGISTER  
 DECEMBER 15, 1995  
 CLERK  
  
 CLERK, REGISTER

RECEIVED  
 CLERK OF COURTY  
 95 DEC 15 11 09 44

Property Address: Lot A-11(B), Union Street, Franklin, MA 02038

Said Lot A-11(B) contains 8,317 square feet more or less.

Said Lot A-11(B) is conveyed with the benefit of a Utility Easement shown on the Plan, which is referred to in paragraph 9 on page 2 of a previous deed dated January 24, 1990 to the Town of Franklin from said Trust, recorded with said Deeds in Book 9790 Page 555, wherein said Utility Easement is more fully described in paragraph 12 of Exhibit A to said of Deed, entitled "Twenty Foot Wide Utility Easement 'C'"

WITNESS my hand and seal this 17 day of Nov, 1995.

Valerie A. Colbert Trustee  
Valerie A. Colbert, as is Trustee of  
Franklin Industrial Park Trust, and  
not individually

The Grantee hereby accepts the foregoing conveyance and assents to the provisions hereof.

Town of Franklin  
By: [Signature]  
Wolfgang Bauer, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

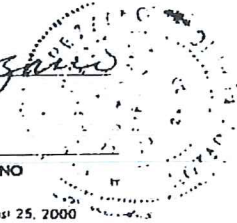
SUFFOLK, SS

Date: Nov 17, 1995

Then personally appeared the above-named Valerie A. Colbert Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed as Trustee of Franklin Industrial Park Trust, before me,

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
ANGELO F. SPEZZANO  
Notary Public  
My Commission Expires August 25, 2000



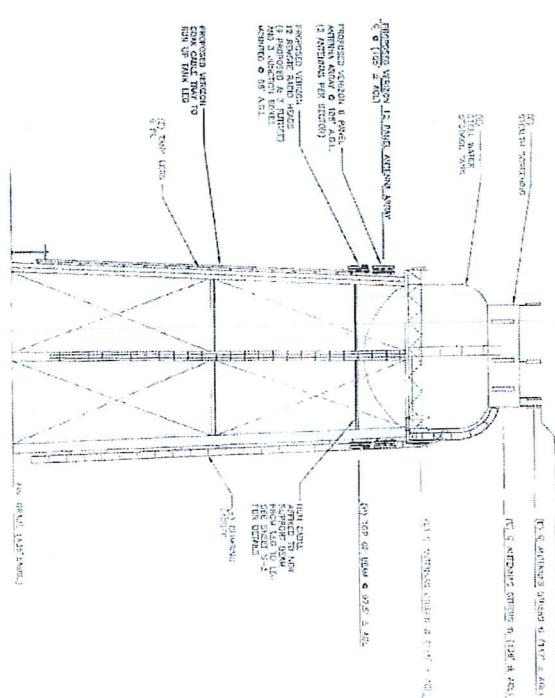
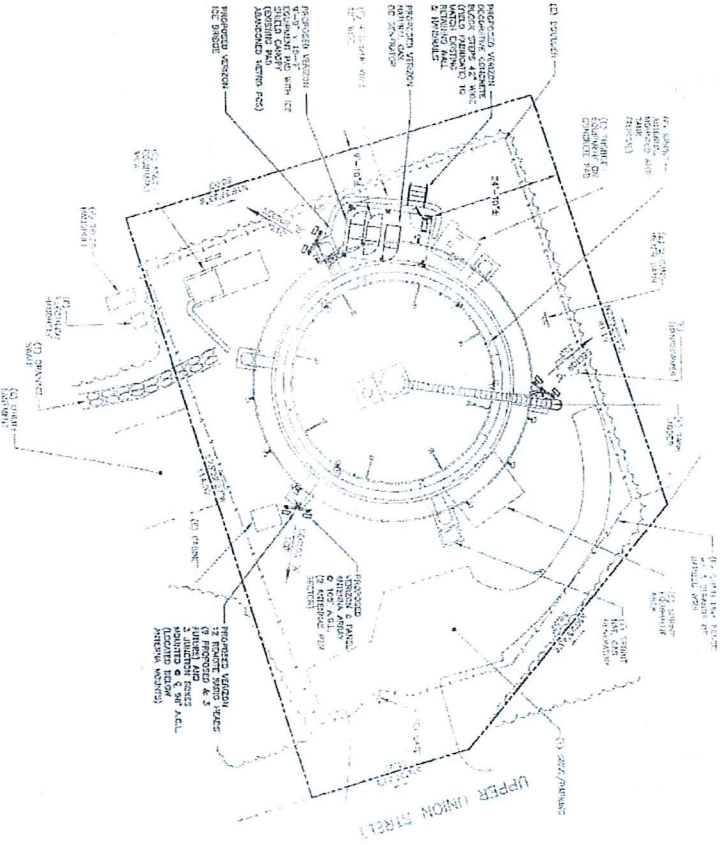


**EXHIBIT B  
DESCRIPTION OF THE PREMISES**

See Attached Lease Exhibit.

**NOTES:**

1. THE TANK, SUBSTATION, WASTEWATER TREATMENT AND THE PUMP HOUSE ARE SHOWN IN THE GENERAL LAYOUT AT BOTTOM. A DETAILED PLAN, SECTION, ELEVATION, AND CROSS SECTION SHALL BE SUBMITTED FOR THE TANK AND SUBSTATION.
2. THE WASTEWATER TREATMENT IS AN EXISTING FACILITY. THE PROPOSED FACILITY SHALL BE LOCATED TO THE EAST OF THE EXISTING FACILITY. THE PROPOSED FACILITY SHALL BE LOCATED TO THE EAST OF THE EXISTING FACILITY. THE PROPOSED FACILITY SHALL BE LOCATED TO THE EAST OF THE EXISTING FACILITY.



**COMPOUND PLAN**  
SCALE: 1" = 20'

**TANK ELEVATION**  
SCALE: 1" = 20'

<p>400 FRIBERG PARKWAY WEST FRODOUGH, MA 01875-0300 (978) 350-5800</p>		<p>FRANKLIN_4_MA</p>																					
<p>TURNING MILL CONSULTANTS, INC. 100 TURNING MILL ROAD FRANKLIN, MA 02038 TEL: 508-882-1100 FAX: 508-882-1101 WWW.TURNINGMILLCONSULTANTS.COM</p>																							
<p>855 UPPER UNION STREET FRANKLIN, MA 02038</p>																							
<p><b>SUBMITTALS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>STATUS</th> </tr> <tr> <td>1</td> <td>PROPOSED WASTEWATER TREATMENT PLANT</td> <td>01/15/10</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>PROPOSED PUMP HOUSE</td> <td>01/15/10</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>3</td> <td>PROPOSED TANK</td> <td>01/15/10</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>4</td> <td>PROPOSED SUBSTATION</td> <td>01/15/10</td> <td>ISSUED FOR PERMITS</td> </tr> </table>				NO.	DESCRIPTION	DATE	STATUS	1	PROPOSED WASTEWATER TREATMENT PLANT	01/15/10	ISSUED FOR PERMITS	2	PROPOSED PUMP HOUSE	01/15/10	ISSUED FOR PERMITS	3	PROPOSED TANK	01/15/10	ISSUED FOR PERMITS	4	PROPOSED SUBSTATION	01/15/10	ISSUED FOR PERMITS
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4	PROPOSED SUBSTATION	01/15/10	ISSUED FOR PERMITS																				
<p>PROJECT: WASTEWATER TREATMENT PLANT</p>																							
<p>DRAWN BY: NS</p>																							
<p>CHECKED BY: LFC</p>																							
<p>SHEET TITLE:</p>																							
<p>COMPOUND PLAN &amp; TANK ELEVATION</p>																							
<p>SHEET NUMBER:</p>																							
<p><b>E-1</b></p>																							

**EXHIBIT C**

**EXISTING TENANTS**

Sprint Spectrum, L.P.  
Omnipoint Communications  
New Cingular Wireless PCS, LLC