

RECEIVED
SEP - 8 2008

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

CONNECTICUT
SITING COUNCIL

IN RE:

APPLICATION OF OPTASITE TOWERS LLC
AND OMNIPONT COMMUNICATIONS, INC.
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR
THE CONSTRUCTION, MAINTENANCE AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 52 STADLEY ROUGH ROAD,
DANBURY, CONNECTICUT

DOCKET NO. 366

September 5, 2008

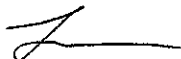
THIRD SUPPLEMENTAL EXHIBIT LIST

Party City of Danbury will also present the following additional exhibits at the public hearing to be held on September 9, 2008:

1. Article from the *News Times* dated July 9, 2008 (Exhibit E-1)
2. Article from the *News Times* dated July 28, 2008 (Exhibit E-2)
3. Site Agreement dated March 26, 2004, between Sprint PCS and Johnson. (Exhibit E-3)

Dated at Danbury, Connecticut, this 5th day of September 2008.

City of Danbury



Laszlo L. Pinter
Deputy Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810
(203) 797-4518

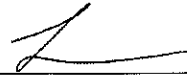
CERTIFICATE OF SERVICE

I hereby certify that the original copy of the foregoing was delivered to the Connecticut Siting Council via U.S. mail, with an electronic copy sent via email, and one (1) copy of the above was mailed to the Applicant's legal counsel via U.S. mail, with a copy also electronically delivered, as follows:

Christopher Fisher, Esq.
Lucia Chiocchio, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, NY 10601

Dated: September 5, 2008

City of Danbury



Laszlo L. Pinter
Deputy Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810
(203) 797-4518

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

IN RE:

APPLICATION OF OPTASITE TOWERS LLC
AND OMNIPOINT COMMUNICATIONS, INC.
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR
THE CONSTRUCTION, MAINTENANCE AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 52 STADLEY ROUGH ROAD,
DANBURY, CONNECTICUT

DOCKET NO. 366

September 5, 2008

PRE-HEARING EXHIBIT E

1. Article from the *News Times* dated July 9, 2008 (Exhibit E-1)
2. Article from the *News Times* dated July 28, 2008 (Exhibit E-2)
3. Site Agreement dated March 26, 8004, between Sprint PCS and Johnson.
(Exhibit E-3)

▷ Tower sought for church site

Continued from Page A1

T-Mobile asks for cell tower on Danbury church site

7-9-08

By Eugene Driscoll
STAFF WRITER

DANBURY — T-Mobile's request to build a 140-foot cell tower on church-owned property is riling residents along Stanley Rough Road and, apparently, the congregation that stands to profit from the deal.

Optasite, a subsidiary of T-Mobile, filed an application June 30 with the Connecticut Siting Council to build a cell tower on land at Christ the Shepherd Presbyterian Church, 52 Stad-

ON THE WEB

CHECK IT OUT!

Read Optasite's cell tower application on our Web site.

NewsTimes.com

▷ TOWER, PAGE A5

ley Rough Road.

While T-Mobile officials said the tower, called a monopole, is needed to fill a gap in cell phone coverage in northeast Danbury — specifically in the area bordering Brookfield, just north of the junction of Interstate 84 and Route 7 — neighbors worry the tower will cause property values to plummet.

It would be one of the tallest cell towers in Danbury, about as tall as Danbury Hospital.

"We're certainly not pleased with it," said Andrew Alpert, who lives across the street from the church. "It's not in harmony with anything up here. I look out on the church from the front of my house, and I'm going to see this big tower."

"It would just be so high, it doesn't fit in with anything," he added.

A message seeking comment from T-Mobile was left for Lucia Chiochio, an attorney representing the company.

A lease agreement for five acres on which to build the tower was signed in 2005, when the land was owned by Candlewood Baptist Church.

The plan was first made public in 2006, when a petition was circulated and signed by some 170 neighbors who opposed it. City officials also wrote letters asking T-Mobile to look elsewhere, saying the tower was too tall and would affect property values on Stanley Rough Road.

In the meantime, Candlewood Baptist Church sold its building and land to Christ the Shepherd for \$450,000 in July 2007, according to information on file in the Town Clerk's office.

The sale included the transfer of the lease Candlewood Baptist had signed with the T-Mobile subsidiary.

David Hutchinson, pastor of Christ the Shepherd Church, said his congregation was not interested in the cell tower lease.

"We inherited this. There is no way as a church we would

Filling the coverage gap

Optasite, a subsidiary of T-Mobile, asked the Siting Council to fill a cell phone coverage gap on Stanley Rough Road.

LOCATION 10 Stanley Rough Road

OWNER Candlewood Baptist Church

REASON IT WON'T WORK The owner of this property initially allowed Optasite to lease space for a tower site, but then rescinded the lease in response to Optasite's requests.

LOCATION 52 Stanley Rough Road

OWNER Christ the Shepherd Church

REASON IT WON'T WORK The owner of this location initially allowed Optasite to lease space for a tower site, but then rescinded the lease in response to Optasite's requests.

LOCATION Various properties in the area owned by Alban

Salerno

REASON IT WON'T WORK Optasite's proposal to lease space for all Optasite towers.

LOCATION Stanley Rough Elementary School

OWNER City of Danbury

REASON IT WON'T WORK The city's attorney informed Optasite that they were not interested in leasing space for tower facilities on any city school properties.

Source: Optasite's application to the Connecticut Siting Council.

have gone out and sought out to contract with the cell tower. When we bought the property, we bought what Candlewood Baptist had done," Hutchinson said.

When asked why his church didn't pass on the property, considering the controversial cell tower lease, Hutchinson said land is hard to come by in Danbury and the asking price was affordable.

Hutchinson said church attorney Lawrence Andea is looking at the lease. Andea declined to discuss whether he is seeking a way to terminate the agreement.

However, in its first formal application to build the tower, sent to the state's Siting Council last month, T-Mobile indicated it has looked elsewhere, but the owners of other potential sites were unwilling to sign a lease agreement.

Some of the other proposed sites would not fill the coverage gap adequately, the application said.

The amount of money the church will receive from the

least was not mentioned, but it could range from \$500 to \$2,500 per month, according to Mike Ritter, a California real estate lawyer whose business, Tower Seekers, matches cellular companies with churches looking to generate revenue from the deals.

According to information filed with the Siting Council, Verizon Wireless and Sprint/Nextel have also expressed interest in putting antennae on the tower.

The Federal Aviation Administration sent a letter in April saying the structure would not pose a threat to aircraft and would not necessarily need to be illuminated with a red safety light.

Derek Phelps, executive director of the Siting Council, said a public hearing on the application has not yet been scheduled. He said the hearing will most likely be in September.

Contact Eugene Driscoll at edriscoll@newstimes.com or at (203) 731-3332.

Looking for something to do? Check out the

WEEKEND section every Friday in The News-Times

Cell tower dispute heads to hearing

Danbury plans to hire consultant

By Eugene Driscoll
STAFF WRITER

Carroll rejected, saying a tower that tall will stack out like a sore thumb in the residential zone.

ON THE WEB

A group of about eight neighbors is meeting regularly to spread the opposition. Members have written letters to the editor opposing the T-Mobile plan and built a Web site.

Last weekend, neighbors sent a weather balloon 140 feet into the air at the pro-Church the Shepherd Church. Neighbors want the appli-

► GIL, PAGE A4

Cell tower map heads to hearing

Continued from Page A1

posed location to demonstrate the negative impact they think the tower will have on property values.

Photographs from the balloon test will be given to the Connecticut Siting Council. A public hearing on the tower is scheduled for Sept. 9.

Boughton said City Hall opposes the tower as well.

While T-Mobile has submitted documents saying the tower is needed to fill a cellular coverage gap in northeast Danbury, Boughton said a consultant will review T-Mobile's reasons.

"Obviously, we are concerned about this and are not supportive of this plan, because of the height of the tower and the impact it will have on the surrounding neighborhoods," Boughton said.

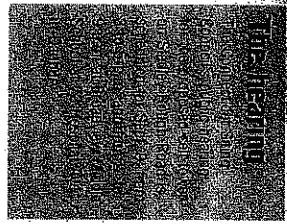
The city will hire Ronald E. Graff, an engineer who charges \$220 an hour according to Michael MacLachlan, the mayor's chief of staff.

The city expects Graff to spend three to four hours doing his review, plus his time testifying at the public hearing.

Curt Teske, Board resident Michael Iacovacci is one of several residents actively opposing the cell tower.

"My reaction is that it extends way above the tree line. I think it is going to look terrible," Iacovacci said.

Messages seeking comment were left with T-Mobile and the company's attorneys. At 140 feet, the tower is



TOP: HEARING

just too tall, Iacovacci and his neighbors said.

"This is not just a bunch of people who do not want a tower near them," he said. "There is a real impact here. It is going to have property value impact and change the look of the area."

Neighbors said the tower could pose a health risk and noted it would be near Stedley Royal Elementary School.

Iacovacci would rather see T-Mobile build two smaller towers to fill the coverage gap, he says.

"We're not against cellular technology, I understand that the carriers need to have adequate coverage," he said.

Further complicating the cell tower issue is that the church where it is proposed to go seems not to want it

either.

Candlewood Baptist Church signed a lease with T-Mobile then sold the building and property to Christ the Shepherd last year for \$450,000. The sale included the transfer of the T-Mobile cell tower lease.

The Rev. David Hutchinson, pastor of Christ the Shepherd Church, told The News-Times earlier this month that his congregation was not interested in the lease.

"We inherited this. There is no way as a church we would have gone out and sought out to contract with the cell tower," he said.

Danbury officials have sent letters to T-Mobile asking the company to look elsewhere. However, in documents submitted to the Siting Council, T-Mobile officials said the Stedley Royal Baptist is the only one where they can get a property owner's permission to build.

Iacovacci hopes neighbors can convince the Council to reject the application.

"One of the things troubling about this is that the Siting Council has the ultimate say, even over local government," Iacovacci said.

Contact Eugene Driscoll at edriscoll@news-times.com or at (203) 731-3352.

SITE AGREEMENTSite Name: Johnson PropertySprint PCS Site ID #: CT33XC093

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), the site described below [Check all appropriate boxes]:

- Land consisting of approximately 100 x 100 square feet upon which Sprint PCS will construct its
- base station equipment and antenna support structure;
- Building interior space consisting of approximately _____ square feet for placement of base station equipment;
- Building exterior space consisting of approximately _____ square feet for placement of base station equipment;
- Building exterior space for attachment of antennas;
- Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically extended for 4 additional terms of 5 years each (each a "Extension Term"), unless Sprint PCS provides Owner with notice of its intention not to extend not less than 90 days prior to the expiration of the Initial Term or any Extension Term.

3. Rent. Until the date which is 60 days after the issuance of a building permit, or if no building permit is required, the date that is 60 days after the date Sprint PCS commences installation of the Facilities at the Site ("Rent Commencement Date"), rent will be a one-time aggregate payment of \$100, the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of \$1800.00 (until increased as set forth herein), partial months to be prorated. Rent for each year will be increased on the anniversary of the Lease Commencement Date to an amount equal to 103% of the rental rate in effect for the prior Year. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. Title and Quiet Possession. Owner represents and warrants to Sprint PCS and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint PCS is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Extension Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without notice or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS are to be sent to: National Lease Management Group, 6391 Sprint Parkway, Mailstop KSOPHT0101-22650, Overland Park, Kansas 66251-2650, with a copy to Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-22020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.

10. Utilities. Owner represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS' use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. Termination. Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the

Site Name: Johnson Property

Sprint PCS Site ID #: CT33XC093

default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical, waste, oil or hazardous material on the Site or any adjacent real estate owned by the Owner (collectively, "Premises") that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS. Owner hereby indemnifies Sprint PCS and holds Sprint PCS harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the presence of any Substance on or migrating from the Premises at any time, other than those Substances which were first released by Sprint PCS upon the Premises, and Owner hereby agrees to execute any hazardous materials disposal manifests and all related documentation reasonably requested by Sprint PCS in connection with the removal and disposal of any such Substance from the Premises. Sprint PCS will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance released on the Site by Sprint PCS. Sprint PCS hereby indemnifies Owner and holds Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the release of any Substance by Sprint PCS upon the Premises. Upon obtaining knowledge of a release or threat of release of any Substance on the Premises, Sprint PCS and the Owner shall each have the right to notify the applicable regulatory authorities thereof without the prior consent of the other party and to provide reasonable access to the Site to the employees, agents, and contractors of such agencies and all other persons conducting response actions in accordance with applicable law. The foregoing indemnifications shall survive any termination of this Agreement and shall be in addition to any other rights which Owner or Sprint PCS may have under applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, A1, B, B1, C and D.

OWNER:

Laura J. Lee f/k/a Laura A. Johnson, Robert D. Johnson, and James H. Johnson

Laura J. Lee
Name: Laura J. Lee f/k/a Laura A. Johnson

Taxpayer ID: _____
Address: 108 E Pembroke Rd
Danbury, CT 06811

Date: 3/26/04

See Exhibit A1 for continuation of Owner signatures

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33XC093

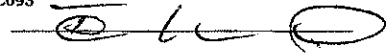
SPRINT PCS:

Sprint Spectrum L.P., a Delaware limited partnership
CT33XC093

Name: Don Mueller

Title: Director, Wireless Sites - East


Date: 11/19/04

By: 

THOMAS KINCAID
SITE DEVELOPMENT MANAGER
NEW ENGLAND - WEST

**EXHIBIT A1
TO SITE AGREEMENT**


Continuation of Owner Signatures



Name: Robert D. Johnson

Address: 114 E. Pembroke Rd.
Danbury, Ct. 06811

Date: 3/26/04



Name: James H. Johnson

Address: 112 E. PEMBROKE RD
DANBURY, CT 06811

Date: 3/26/04

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33X

**EXHIBIT A
TO SITE AGREEMENT**

Site Description

Site located at East Pembroke Road, situated in the City of Danbury, County of Fairfield, State of Connecticut, commonly described as follows:

Insert Legal Description: (see Schedule A attached hereto and made a part hereof)

Insert Site Plan (see Schedule B attached hereto and made a part hereof)

Owner Initials: SP AD JLD

Sprint PCS Initials: RZ

Law Dept PC Docs 77251 v2
Revised 5/6/02

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33X

SCHEDULE A

ALL that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, on Rattle Hill, so-called, containing ten (10) acres, more or less, and bounded:

NORTHERLY: and

WESTERLY: by land now or formerly of Isaac Haviland,

EASTERLY: by land now or formerly of Isaac Haviland, and by land now or formerly of George Ball or Philo J. Marsh;

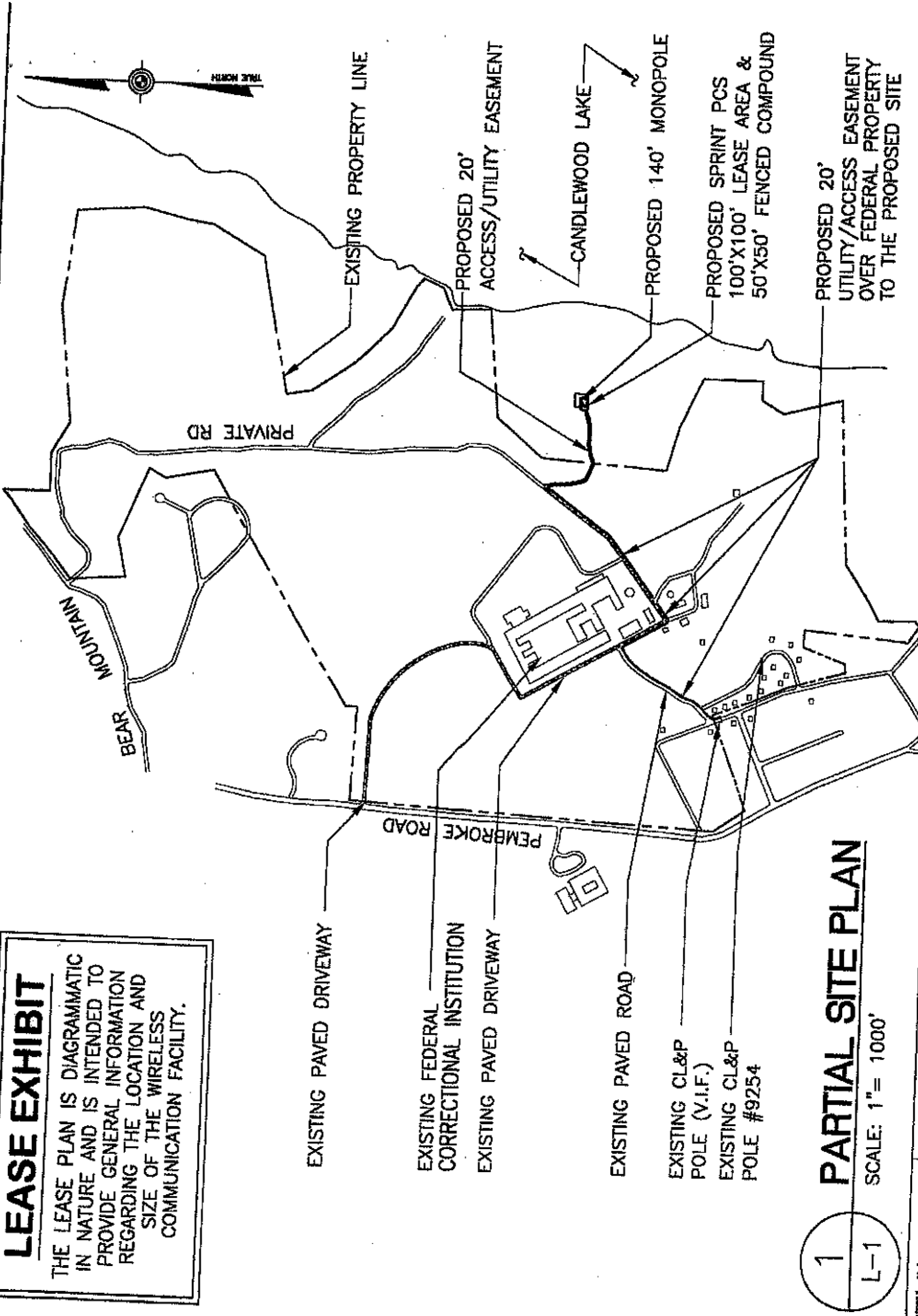
SOUTHERLY: by land now or formerly of Lesa L. Baldwin

Owner Initials:

Sprint PCS Initials:

LEASE EXHIBIT

THE LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE WIRELESS COMMUNICATION FACILITY.

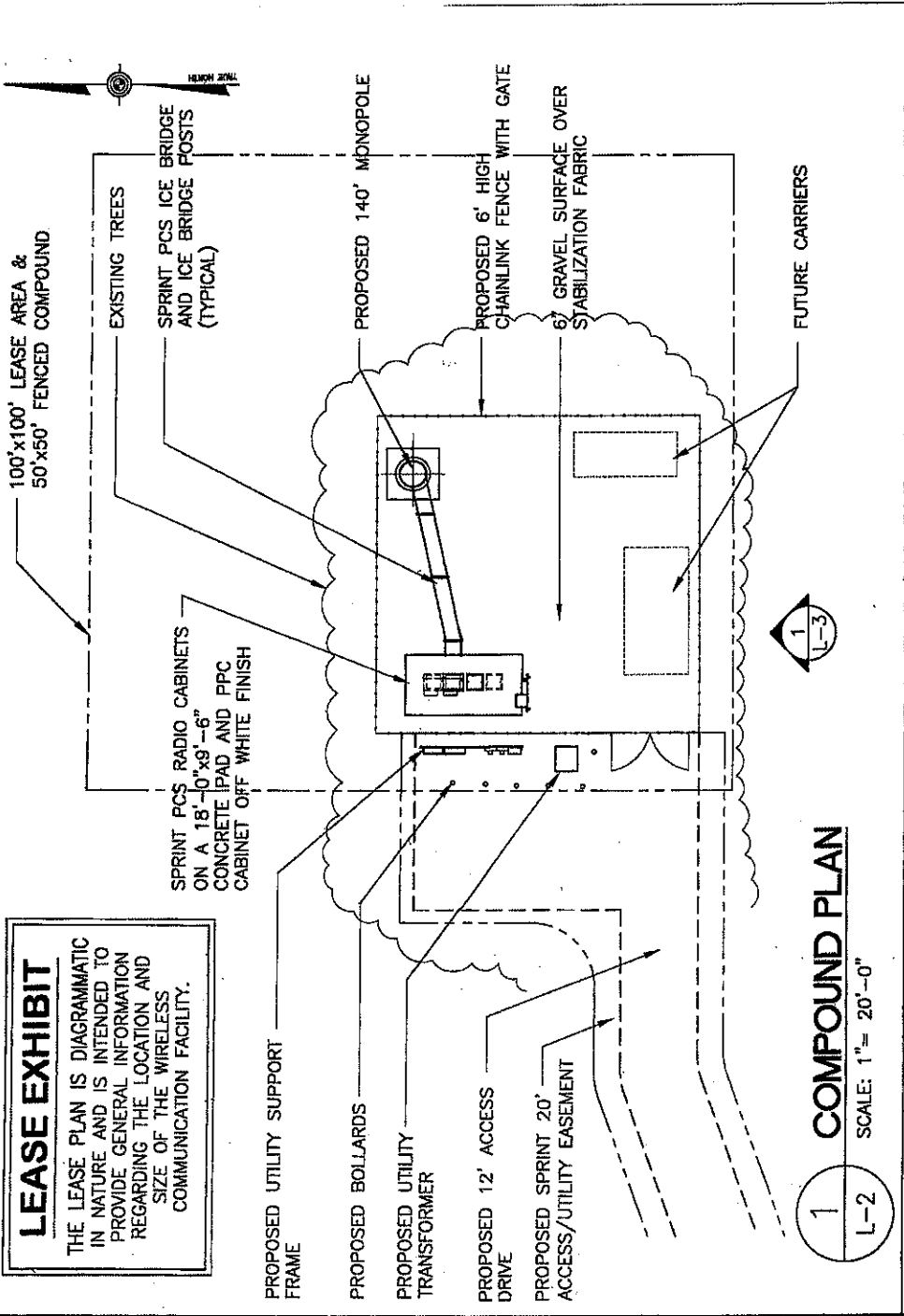


PARTIAL SITE PLAN
SCALE: 1" = 1000'

1
L-1

		DANBURY THE CITY ENGINEER DANBURY, CONNECTICUT 06810 SITE NO. : CT39X0068			
NIDTA, LLC 1000 Main Street Danbury, CT 06810 Tel: 203-748-8822 Fax: 203-748-8822 www.nidta.com		Sprint Spectrum LP 1 International Blvd., Suite 300 Mahwah, NJ 07435		OWNER APPROVAL Sprint Spectrum LP LEASE EXHIBIT DATE: 06/04/10 BY: L-1	

LEASE EXHIBIT
 THE LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE WIRELESS COMMUNICATION FACILITY.



1
 L-2
COMPOUND PLAN
 SCALE: 1" = 20'-0"

		DANBURY 100 EAST DANBURY ROAD DANBURY, CONNECTICUT 06810 SITE NO.: CT833C008		Sprint Spectrum LP 1 International Blvd., Suite 300 Mahwah, NJ 07435		OWNER APPROVAL NAME: _____ DATE: _____ TITLE: _____ SIGNATURE: _____		Sprint Spectrum LP LEASE EXHIBIT DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____	
--	--	--	--	---	--	--	--	--	--

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33X

SCHEDULE A

ALL that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, on Rattle Hill, so-called, containing ten (10) acres, more or less, and bounded:

NORTHERLY: and

WESTERLY: by land now or formerly of Isaac Haviland,

EASTERLY: by land now or formerly of Isaac Haviland, and by land now or formerly of George Ball or Philo J. Marsh;

SOUTHERLY: by land now or formerly of Lesa L. Baldwin

Owner Initials: JJ JD JM

Sprint PCS Initials: JJ

Site Name: _____

Sprint PCS Site ID #: _____

**EXHIBIT B
TO SITE AGREEMENT**

Co-location Revenue

In the event Owner consents to a sublease or co-location by Sprint PCS to a Non-Affiliate for all or a portion of the Site, ten (10 %) percent of all Net Sublet Proceeds received from the Non-Affiliate will be paid to Owner by Sprint PCS within 30 days after actual receipt of a Gross Revenue Payment by Sprint PCS. For purposes of this Exhibit C the following terms will have the following meanings: "Non-Affiliate" means any party other than: (a) any party controlling, controlled by or under common control with Sprint PCS; or (b) any affiliated party acquiring substantially all of the assets of Sprint PCS; or (c) any contract affiliation partners of Sprint PCS. "Net Sublet Proceeds" means, with respect to any Gross Revenue Payment, the amount, (if any), by which Gross Revenue Payment exceeds Operating Expenses. "Gross Revenue Payment" means any routine sublease or co-location rent payment received by Sprint PCS from a Non-Affiliate that is paid by the Non-Affiliate on a regular or recurring basis, and is not intended to provide reimbursement to Sprint PCS for permitting expenditures, capital costs, planning expenses, engineering and design expenses, or any other costs associated with the improvement of the Site. "Operating Expenses" means the following reasonable expenses incurred by Sprint PCS during the period relating to the Gross Revenue Payment and which pertain to the subject sublet or co-location premises: costs incurred under maintenance or service contracts, insurance premiums, real estate and personal property taxes and assessments, utility expenses, legal, accounting and other professional fees, capital expenditures and extraordinary repairs, management fees and any other customary and reasonable expenses related to the ordinary operation of the sublet or co-location premises, pro-rated equal among Sprint PCS and each subtenant or co-locator. Should Sprint PCS collect a Construction Contribution from any Non-Affiliate, that Construction Contribution shall not be considered a Gross Revenue Payment for purposes of this Exhibit C, and the Owner shall not be entitled to receive any portion of the Construction Contribution. "Construction Contribution" means any revenue received by Sprint PCS from a Non-Affiliate which is other than a Gross Revenue Payment.

Owner Initials:
Sprint PCS Initials:

Site Name: _____

Sprint PCS Site ID #: _____

**EXHIBIT C
RIDER TO SITE AGREEMENT**

Miscellaneous Provisions

This exhibit replaces the following provisions of the Agreement as stated below:

1. Paragraph 5 as previously stated is hereby rescinded and replaced in its entirety with the following:

5. Assignment/Subletting. Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without consent of Owner. Sprint PCS will send written notification to Owner upon assignment or subletting.

2. Paragraph 7 as previously stated is hereby rescinded and replaced in its entirety with the following:

7. Improvements. Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS will remove the Facilities within the 100 x 100 lease space and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

3. The following sentence is hereby added as the final sentence of Paragraph 11, which otherwise remains as previously stated:

Sprint PCS will give Owner 3 month prior notification of termination.

4. The following sentence is hereby added as the final sentence of Paragraph 17, which otherwise remains as previously stated:

The policy maintained by Sprint PCS shall include the Owner as additional insureds.

5. Paragraph 19 as previously stated is hereby rescinded and replaced in its entirety with the following:

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; and (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

Owner Initials:

Sprint PCS Initials:

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33XC093

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated March , 2004, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated March , 2004, between Laura A. Johnson, James H. Johnson, and Robert D. Johnson ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"). The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at East Pembroke Road, in the City of Danbury, County of Fairfield, State of Connecticut, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Schedule A and Schedule B attached hereto. The term of the Agreement is 5 years commencing on the date this memorandum is executed, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS. A complete copy of the Agreement is on file at Attention: Lease Management, One International Boulevard, Suite 800, Mahwah, NJ 07495

The parties have executed this Memorandum as of the day and year first above written.

OWNER

SPRINT PCS

Sprint Spectrum L.P.,
a Delaware limited partnership
CT33XC093

Laura J. Lee

By: _____

Name: Laura J. Lee f/k/a Laura A. Johnson

Name: Don Mueller

Title: Director, Wireless Sites - East

Address: 108 E Pembroke Rd
Danbury, CT 06811

Address: National Lease Management Group
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

See Exhibit B1 for continuation of Owner signatures

Owner Witnesses:

Witnesses:

Sprint Spectrum L.P.

Sign: Elizabeth C. Cavazzini
Print: Elizabeth C. Cavazzini

Sign:

Print:

Sign:

Sign:

Print:

Print:

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33XC093

OWNER NOTARY BLOCK:


STATE OF CONNECTICUT

ss: DANBURY

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 26 day of March, 2004, by Laura J. Lee, formerly known as Laura A. Johnson, as an individual.

(AFFIX NOTARIAL SEAL)



(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

JULIO A. LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-30-05

My commission expires: 6-30-05

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

SPRINT PCS NOTARY BLOCK:

STATE OF NEW JERSEY

ss: Mahwah

COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this _____ day of March, 2004, by Don Muller, as Director, Wireless Sites East of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33XC093

**Memorandum of Agreement
Continuation of Owner Signatures**

Robert D. Johnson

Name: Robert D. Johnson
Address: 114 E. Pembroke Rd.
Danbury, Ct. 06811

Date: 3/26/04

Owner Witnesses:

Sign: *Elizabeth C. Cavazzini*

Print: Elizabeth C. Cavazzini

Sign: _____

Print: _____

OWNER NOTARY BLOCK:

STATE OF CONNECTICUT

ss: DANBURY

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 26 day of March, 2004,
by Robert D. Johnson as an individual.

(AFFIX NOTARIAL SEAL)

My commission expires: 6-30-05

[Signature]
(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC STATE OF
JULIO A. LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-30-05

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER:

May 2002

Site Name: Johnson Property

Sprint PCS Site ID #: CT33X

**Memorandum of Agreement
Continuation of Owner Signatures**

James H. Johnson

Name: James H. Johnson

Address: 112 E. PEMBROKE RD
DANBURY CT 06811

Date: 3/26/04

Owner Witnesses:

Sign: Elizabeth C. Cavazzini

Print: Elizabeth C. Cavazzini

Sign: _____

Print: _____

OWNER NOTARY BLOCK:

STATE OF CONNECTICUT

ss: DANBURY

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 26 day of March, 2004,
by James H. Johnson as an individual.

(AFFIX NOTARIAL SEAL)

My commission expires: 6-30-05

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF
JULIO A. LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-30-05

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: