



CityPlace I
185 Asylum
Street
Hartford
Connecticut
06103
tel 860.509.6500
fax 860.509.6501

July 2, 2007

Connecticut Siting Council
Michael Perrone, Analyst
10 Franklin Square
New Britain, CT 06051

RE: Docket No. 334 - Sprint/Redding - Responses to Interrogatories

Dear Mr. Perrone:

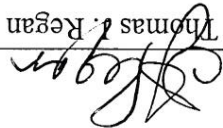
Enclosed for filing are an original and twenty copies of Sprint Nextel Corporation's Responses to the Siting Council's Interrogatories in this matter.

Due to a software upgrade, I have also enclosed two revised coverage plots ("Coverage from Existing" and "Coverage with Proposed") to replace those provided under Tab 12 in the Application. The plots provided in response to the Interrogatories were generated with recently upgraded software. Therefore, in order to maintain consistency and to avoid even the smallest variation, we have recreated the plots provided in the Application so all the plots referenced during the hearing will have been created with the same software. I apologize for any confusion this creates.

Please call if you have any questions.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Thomas J. Regan

Enclosures

40242338 v1 - MERCIECM - 080563/3232

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Sprint Nextel Corporation's Application for a
Certificate of Environmental Compatibility and Public
Need for the Construction, Maintenance and Operation
of a Telecommunications Facility Located at 186
Black Rock Turnpike, Redding, Connecticut.
: July 2, 2007
Docket No. 334

SPRINT NEXTEL CORPORATION'S RESPONSES TO INTERROGATORIES

1. On Tab 12 of Sprint Nextel Corporation's (Sprint) Application for a Certificate of Environmental Compatibility and Public Need (Application), coverage plots are provided to show the existing coverage and the coverage with the proposed antennas centered at 120'. Provide two coverage plots (using the same scale provided) assuming the antennas are located at 110' and 100', respectively.
Attached.

2. What is Sprint's existing signal strength in the area that would be covered by this facility?
The existing signal strength is below -92 dBm.

3. What is the minimum signal level Sprint would consider acceptable for service in the vicinity of the proposed site?
The minimum acceptable signal level is -92 dBm.

4. What is the minimum signal level Sprint requires in order to provide adequate in-vehicle coverage?
The minimum acceptable signal level for in-vehicle coverage is -92 dBm.

5. On page 5 of the Application, Sprint states that its customers are experiencing a high number of dropped calls (greater than 2 percent) in the vicinity of the proposed facility. What percentage of dropped calls are Sprint's customers experiencing?
Sprint is investigating the exact percentage of dropped calls in this area. However, the dropped call percentage is not reliably indicative as a sole factor of need because the attempted calls of customers with minimal signal strength may not register at the cell site and therefore cannot be included in the dropped call statistics.

6. Identify the distance, direction, structure heights, antenna heights, and addresses of adjacent facilities with which the proposed facility would hand off traffic.
This Facility will hand off traffic to Sprint's existing site at 275 North Street in Easton. The Easton site is approximately 1.8 miles to the east and consists of a 190-foot structure with Sprint's antenna centerline at 177 feet. Sprint also anticipates having a site to the north in the near future, however that site is still in the planning phase.
7. Identify the area (in square miles) that would be covered by the proposed facility.
This Facility will cover approximately 3.935 square miles.
8. Approximately how long (in miles) is the existing coverage gap on Route 58?
Approximately how far (in miles) would the proposed facility cover on Route 58?
The current coverage gap along Rt. 58 extends from the southern border of Bethel to approximately 1 mile away from the southern edge of Easton - approximately 12 miles. This Facility will cover approximately 2 miles along Rt. 58.
9. How many residences are within a 1,000-foot radius of the proposed facility?
There are 10 residences within 1,000 feet of the Facility.
10. Calculate the amounts of cut and fill that would be required to develop this facility.
There will be approximately 100 square feet of fill required to develop the Facility.
11. On Tab 10 of the Application, drawing z4, the 120-foot above ground level (AGL) dimension appears to be measured from the top of the foundation, not from grade. Would the top of the foundation be higher than grade? If yes, by how much?
The top of the foundation will be higher than the grade. Typical elevations of foundation tops are 6" - 12" above grade.
12. Would any blasting be required at the proposed site?
No blasting will be required at this Site.
13. Is the site located within a flood zone (e.g. 100 year, 500 year)? Page 12 of the Application indicates that the equipment pad would be placed on piers. Is the purposed of the piers to keep the equipment about a certain flood elevation? Explain.
No, the Facility is not in a flood zone. Piers are being used because they are the most viable option for installing this type of shelter.
14. Is the proposed facility subject to lighting and/or marking per the Federal Aviation Administration? How far way (in miles) is the nearest airport?
No, the Facility is not subject to any FAA lighting requirements. The Facility is located approximately 32 miles from Meriden Markham Municipal Airport.

15. Has Sprint considered using a fuel cell for backup power at this site? Does Sprint have fuel cells at other Connecticut sites?
- Sprint is not considering using a fuel cell at this Facility. In Connecticut Siting Council Petition 707, the Council granted Nextel Communications of the Mid-Atlantic, Inc. permission to install a 5kW fuel cell system at 188 Moody Road, Enfield, Connecticut. This project was never completed. No other fuel cells have been implemented by Sprint in Connecticut.

16. What is Sprint's corporate plan on the use of fuel cells for either primary or secondary power?

To date, Sprint has implemented approximately 200 fuel cells nation wide and is currently evaluating fuel cells as a means of secondary power in Connecticut. However, Sprint is still investigating implementation of fuel cells in Connecticut. Issues such as the availability of hydrogen suppliers that are willing to install, refill and perform leak tests on the fuel cells are still being researched.

17. Connecticut General Statutes § 16-50o(c) states that "The applicant shall submit into the record the full text of the terms of any agreement, and a statement of any consideration therefor, if not contained in such agreement, entered into by the applicant and any party to the certification proceeding, or any third party, in connection with the construction or operation of the facility. This provision shall not require the disclosure of proprietary information or trade secrets." Provide copies of any such agreements, if applicable. Attached is the lease with the rental payment amounts redacted.

Respectfully submitted,
Sprint Nextel Corporation

By: _____

Thomas J. Regan

Brown Rudnick Berlack Israels LLP
CityPlace I, 185 Asylum Street
Hartford, CT 06103-3402
(860) 509-6500 (office)
(860) 509-6501 (fax)
Its Attorney

40242313 v1 - MERCIECM - 080563/3232

By:

Thomas J. Regan

Celco Partnership d/b/a Verizon Wireless

c/o

Kenneth C. Baldwin, Esq.

Robinson & Cole LLP

280 Trumbull Street

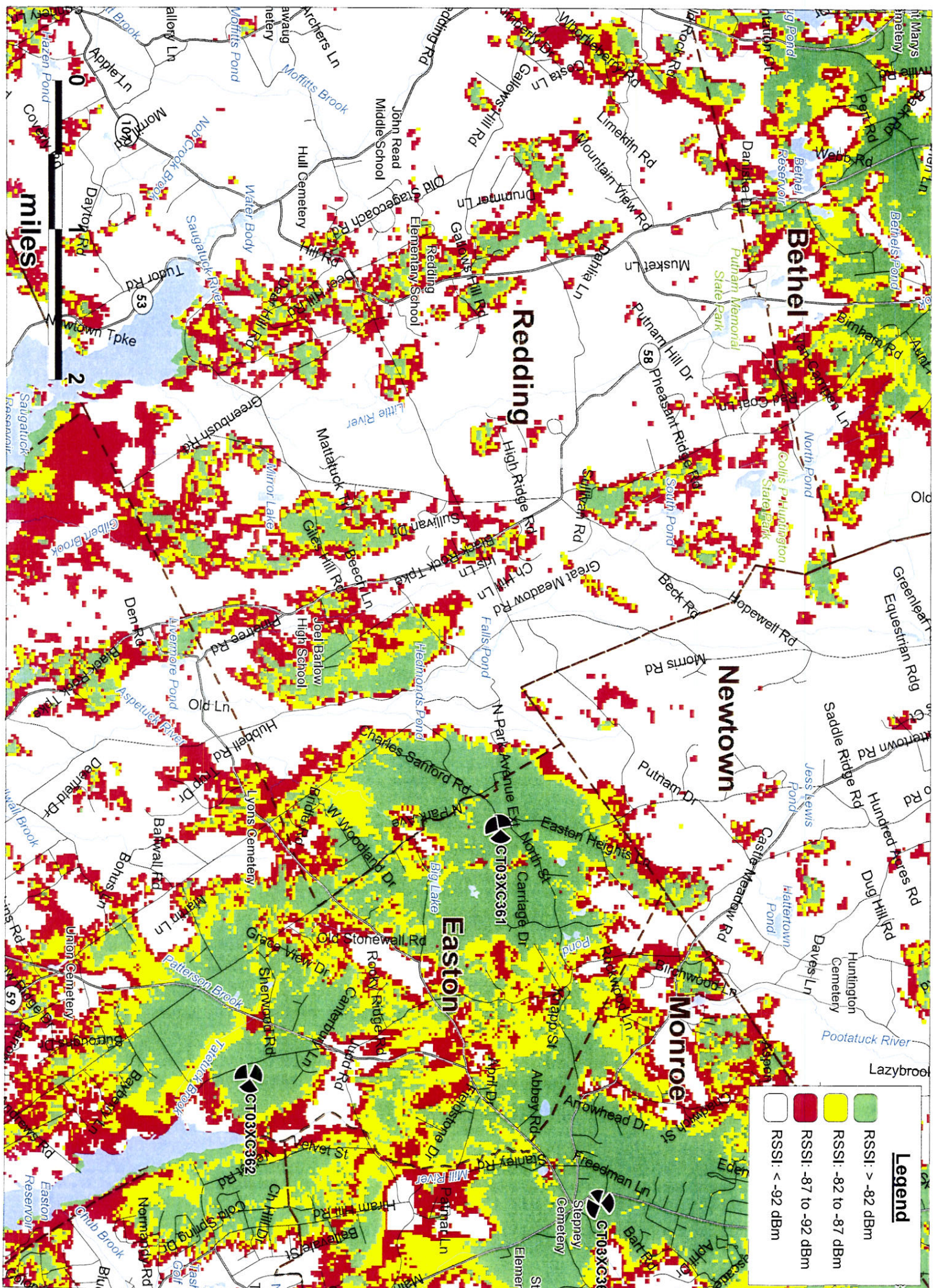
Hartford, CT 06103-3597

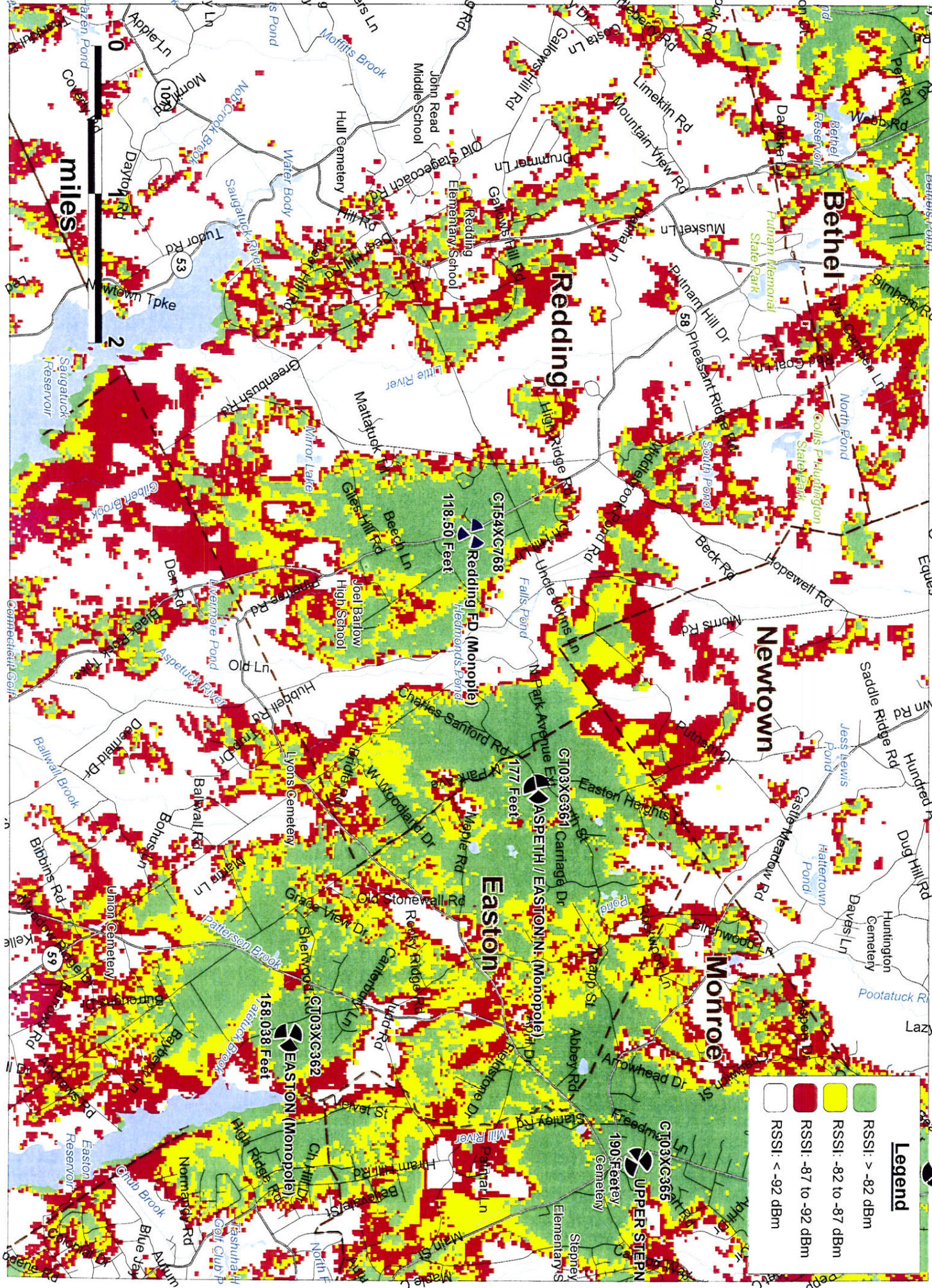
kbaldwin@rc.com

sent via first class mail to:

On July 2, 2007, a copy of Sprint Nextel Corporation's Responses to Interrogatories was

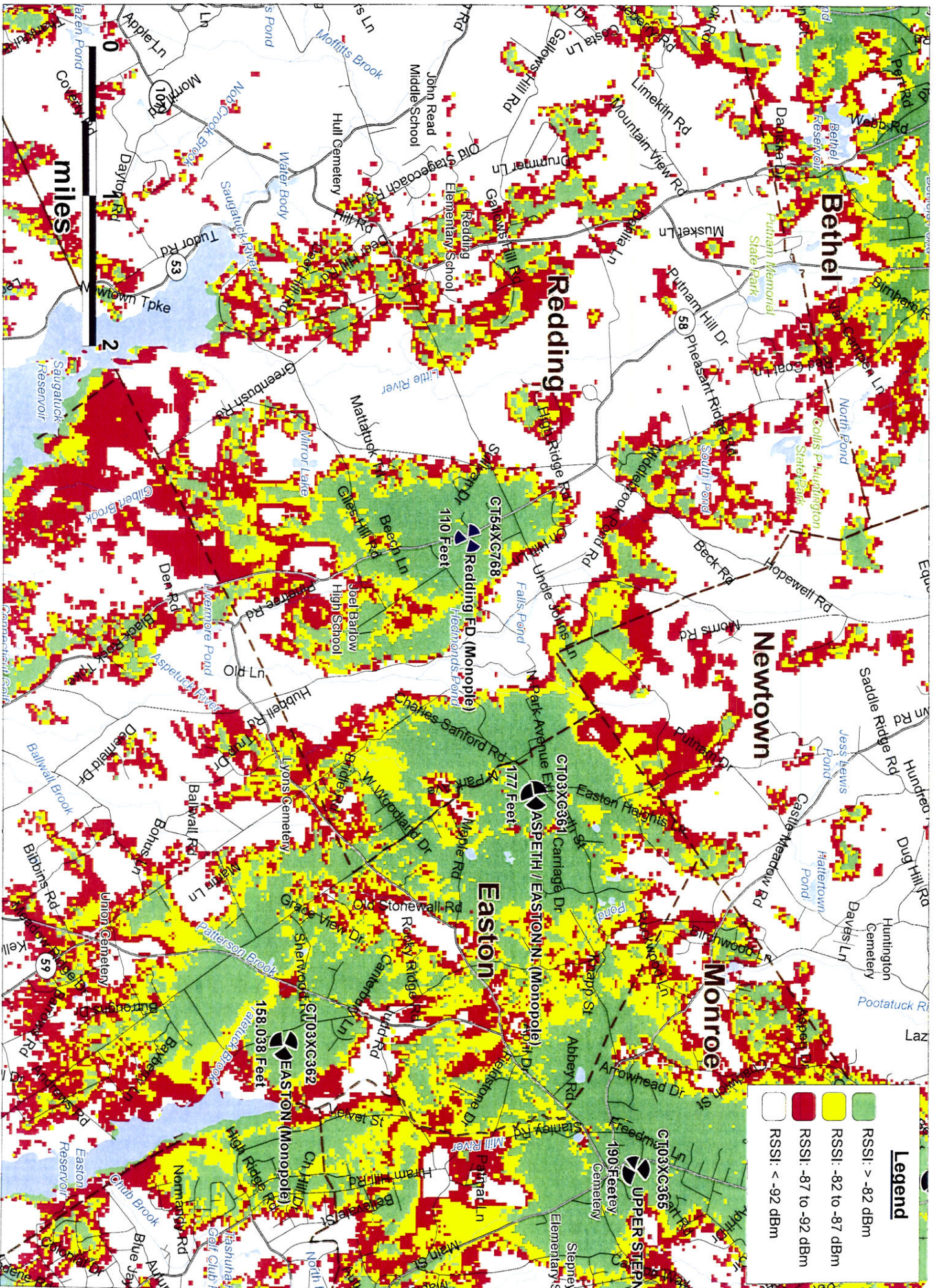
Certificate of Service

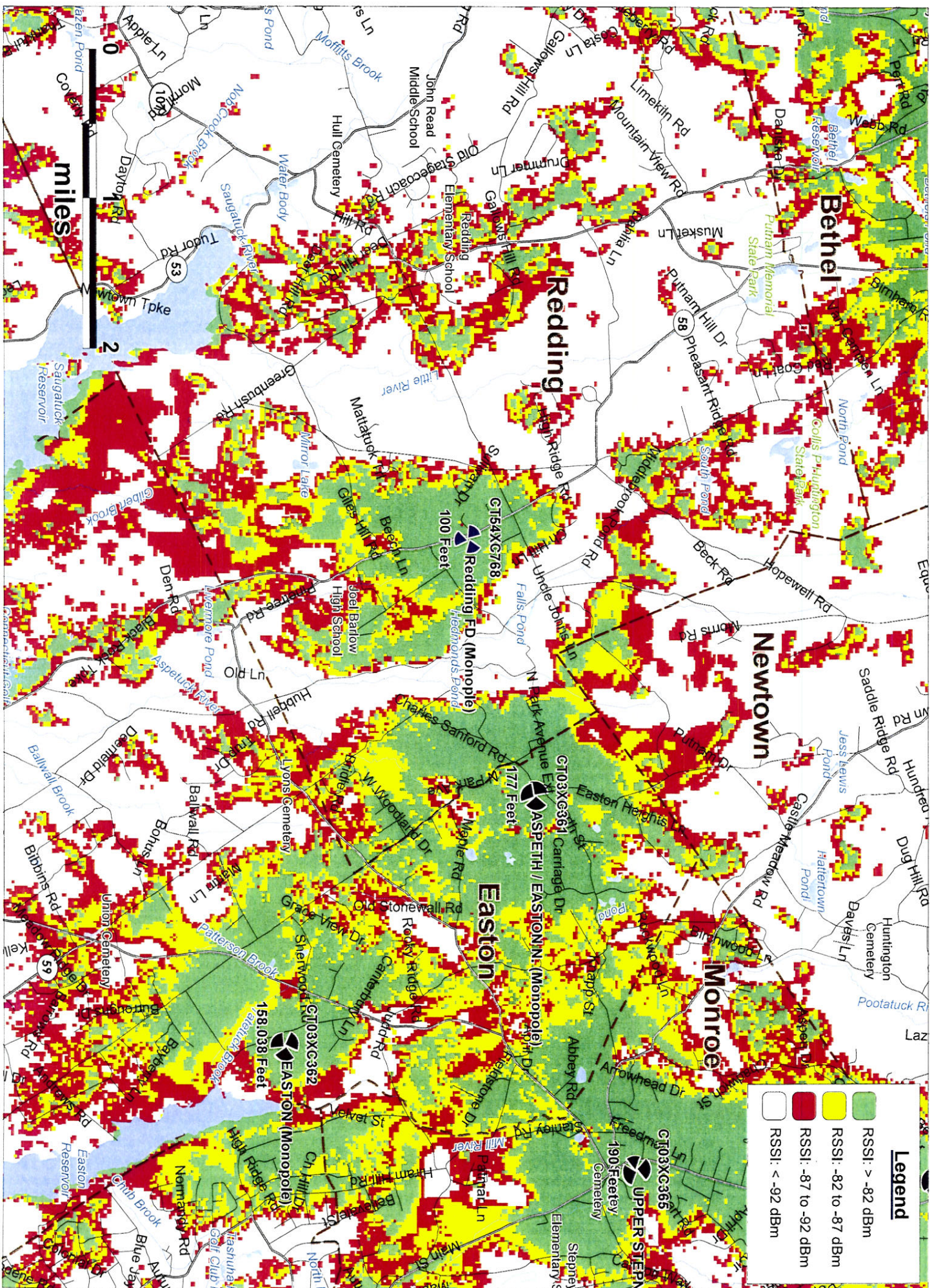




Legend

- RSSI: > -82 dBm
- RSSI: -82 to -87 dBm
- RSSI: -87 to -92 dBm
- RSSI: < -92 dBm





COMMUNICATIONS SITE LEASE AGREEMENT (TOWER)

This Communications Site Lease Agreement ("Agreement") is entered into this 28th day of July, 1998, between NEXTEL COMMUNICATIONS, ("Lessee"), and REDDING FIRE DISTRICT #1, a Connecticut not for profit corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.
(a) Lessor is the owner of a parcel of land (the "Land") and a telecommunications tower (the "Tower") located thereon in the Town of Redding, County of Fairfield, State of Connecticut, more commonly known as 186 Black Rock Turnpike, Redding Ridge, CT 06875 (the "Premises") as described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately one hundred (100) square feet of the Land inside the fire house building and space on the Tower and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

(b) Lessee shall replace the current eighty (80) foot tower with a replacement eighty foot (80) tower (the "New Tower"). All such work and related work, including but not limited to materials, construction, architectural, engineering, and legal fees, for the New Tower shall be at Lessee's sole cost and expense, and all such work shall be done in a good and workmanlike manner in accordance with all applicable law including any marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Lessor shall have the right to review the New Tower plans pursuant to Paragraph 6(a) above. Lessee shall further receive all necessary building permits and approvals prior to the construction of the New Tower. Lessee shall have the right to occupy the position at seventy five feet (75) upon the New Tower. Upon the commencement of construction by Lessee of the New Tower, Lessor shall have full ownership and control of the New Tower. Lessee shall further maintain said New Tower until the termination or expiration of the Agreement herein.

2. Use. The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Tests and Construction. Lessee shall have the right at any time, upon notice to Lessor and provided such notice does not interfere with Lessor's provision of emergency services, following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and conducting the Lessee Facilities (as defined in Paragraph 6(a) below). Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates.

4. Term. The term of this Agreement shall be five (5) years commencing on October 1, 1998 (Commencement Date) and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms"), for a total period of fifteen (15) years, on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Lessor and Lessee shall have the mutual right, after the initial fifteen (15) years, to extend the Term for two (2) additional successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. Should Lessor fail to renew the Agreement pursuant to the terms above, Lessor shall give to Lessee written notice of its refusal to extend the Term.

5. Rent. Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent of the previous Term or Renewal Term shall be prorated. Rent shall be payable to Lessor P.O. Box 1151, Redding, CT 06875; Attention: Treasurer.

6. Facilities; Utilities; Access.
(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including transmitting and receiving antennas and supporting equipment and structures thereto, excepting the Tower pursuant to the provisions herein, ("Lessee Facilities"). Lessee shall receive all necessary building permits and approvals prior to the construction or installation of the Lessee Facilities. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Before commencement of construction, Lessee shall submit all

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SITE #:

construction drawings and/or plans of Lessee's proposed installation for Lessor's review and approval. Lessor shall approve or reject such plans and drawings within twenty (20) days after the submission of same to Lessor, such approval shall not be unreasonably withheld, conditioned or delayed. Lessor's approval will be deemed given after the twenty (20) day period if Lessor has failed to approve or reject the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity, by use of a separate submeter, and other utilities from the Premises (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor. Monday through Friday 8:00pm to 6:00pm, at no charge, except in an emergency in which access shall be twenty-four (24) hours a day, seven (7) days a week, upon telephone notice to Lessor at a number provided herein. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other licensees or licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its licensees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) It shall be Lessor's responsibility to require any subsequent licensee or Lessee to perform a study to insure that such licensee's or Lessee's proposed operating frequencies shall not interfere with Lessee's frequencies. Notwithstanding the foregoing, nothing shall be construed to mean that Lessee has waived any rights or remedies provided under this Paragraph. It shall be Lessor's responsibility to require any subsequent licensee or Lessee to perform a structural analysis of the New Tower to insure that the subsequent licensee's or Lessee's proposed installation shall not over stress or overburden the New Tower. Lessor shall provide a copy of both such analysis and study to Lessee for Lessee's review and approval. Lessee shall give any such approval or rejection of the analysis or study within ten (10) day of the receipt of same by Lessee. Lessee's right to reject shall be limited to possible signal or frequency interference, or that such proposed installation would over stress or over burden the New Tower.

8. Taxes. If personal property taxes are assessed, Lessee shall pay all real property taxes, assessments and deferred taxes on the Property. the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Kent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

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10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use of the Property. Each party shall provide to the other a certificate of insurance evidencing the coverage insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against

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SITE #:

any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, invitees, licensees, contractors or other tenants occurring in or about the Property. The duties described in Paragraph 18 survive termination of this Agreement.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supercedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: REDDING FIRE DISTRICT #1
186 Black Rock Turnpike
Redding Ridge, CT 06875

Lessee:
Nextel Communications of the Mid-Atlantic, Inc.
1 North Broadway
Second Floor
White Plains, NY 10601
Attention: Property Manager

With a copy to:
Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, Virginia 22102
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Connecticut.

(f) Lessor acknowledges that a Notice of Lease in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Tower Marking and Lighting Requirements. Except as provided above, Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Lessor shall indemnify and hold Lessee harmless from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Should Lessee be cited by either the FCC or FAA because the Tower is not in compliance and, should Lessor fail to cure the conditions of noncompliance within the

By: Ol M...
Name: Olaf Auland
Title: Commissioner
Date: 7/28/96
Tax ID #: N.A.

LESSOR:
REDDING FIRE DISTRICT #1
Connecticut not for profit corporation

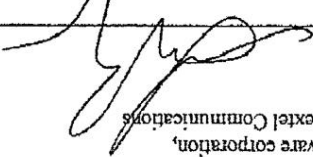
By: Richard Kasiewicz
Name: Richard Kasiewicz
Title: Executive Director
Date: 7/28/98
Tax ID#: N.A.

LESSOR:
REDDING FIRE DISTRICT #1
Connecticut not for profit corporation

By: [Signature]
Name: James McNamara
Title: Comptroller
Date: 7/25/88
Tax ID #: 06-0164863

LESSOR:
REDDING FIRE DISTRICT #1
Connecticut not for profit corporation

LESSEE:
NEXTTEL COMMUNICATIONS OF THE MID-
ATLANTIC, INC.,
a Delaware corporation,
d/b/a Nextel Communications

By: 

Name: Gerard M. Reynolds

Title: President, New York Area

Date: 9-3-98

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MKT: _____
SITE #: _____

EXHIBIT A

MKT:
SITE #:

DESCRIPTION OF LAND

to the Agreement dated July 28, 1998, by and between REDDING FIRE DISTRICT #1, as Lessor, and
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., a Delaware corporation, d/b/a Nextel
Communications, as Lessee.

The Land is described and/or depicted as follows:
Town of Redding,
County of Fairfield,
State of Connecticut,
commonly known as 186 Black Rock Turnpike,
Block
Lot

Paul
S.M.

PLEASE
INITIAL
<i>PSM</i>
<i>7/28/98</i>
<i>01A</i>

DESCRIPTION OF PREMISES

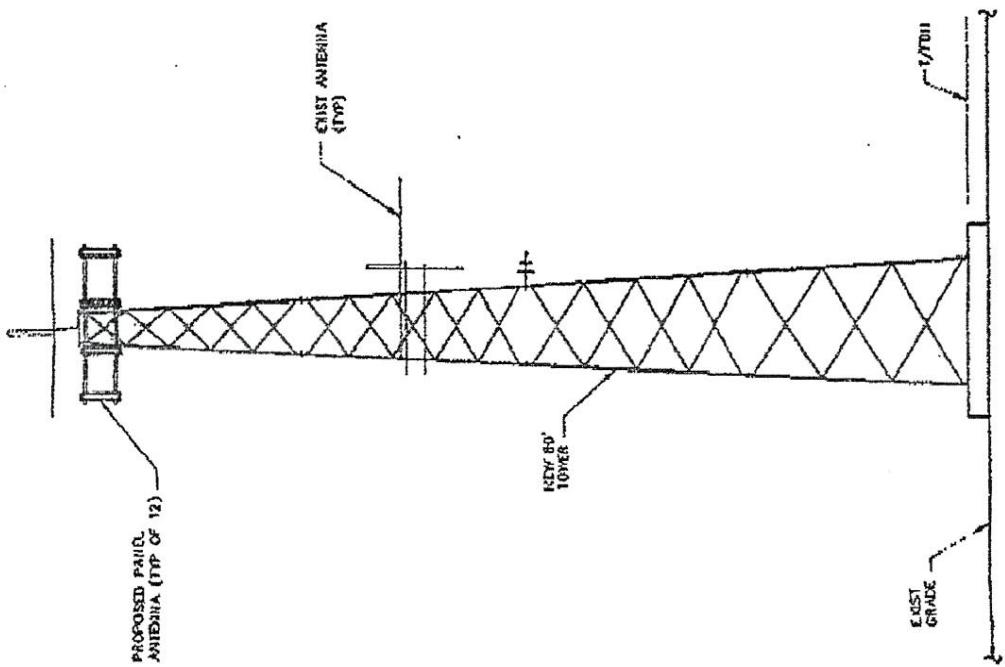
The Premises are described and/or depicted as follows:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental

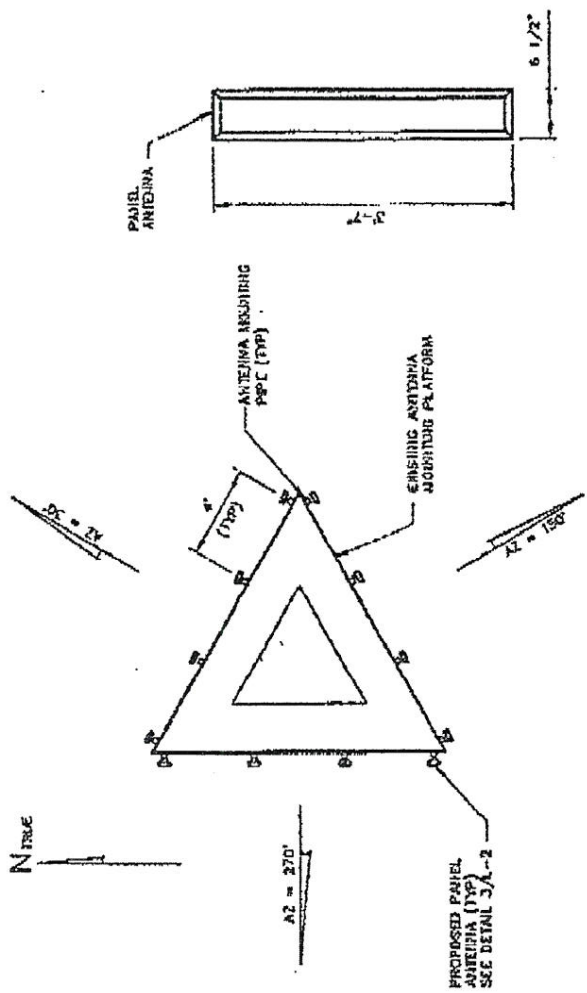
authorities.

3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



ELEVATION
SCALE: NONE



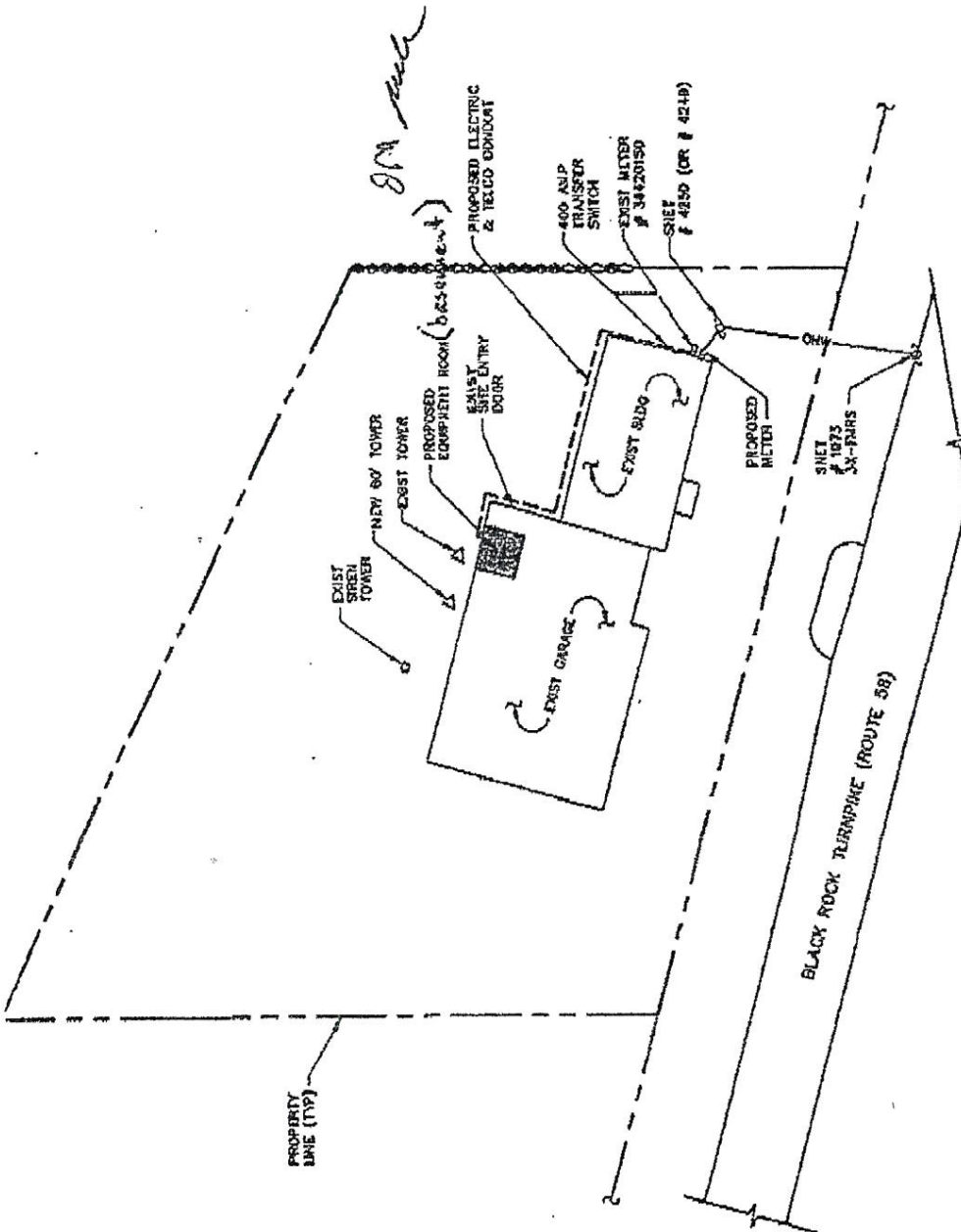
2 ANTENNA MOUNTING PLAN
SCALE: 1" = 5'

3 DETAIL
SCALE: 3/4" = 1'-0"

NEXTEL	CT-0918 REDDING RIDGE
TECTONIC ENGINEERING CONSULTANTS P.C. NO. 801 447. 915 ROUTE 32 REDDING, CA 96001 (916) 838-8831	ISSUED BY: <i>[Signature]</i>
DATE: 9/5/98	PROJECT: 1170.018
1-1	1-1

*MA
Kull
2079*

N



PLOT PLAN
SCALE: 1" = 50'

TECTONIC ENGINEERING CONSULTANTS P.C.		NEXTEL	
PO BOX 447, 913 ROUTE 32 HARRISBURG, PA 17106 (717) 938-1531		7/16/98	CT-091B REDDING RIDGE
ISSUED BY: <i>[Signature]</i>		6/10/98	LEASE EXHIBIT
W.D. 1170ACS1B		5/5/98	1-1

*OTA
Rear
from*

MKT:
SITE #:

EXHIBIT C

NOTICE OF LEASE

CLERK: Please return this document to: Nextel Communications of the Mid-Atlantic, Inc.

1 North Broadway
Second Floor
White Plains, NY 10601
Attention: Property Manager

This Notice of Lease is entered into on this 28th day of July, 1998, by and between REDDING FIRE DISTRICT #1, a Connecticut not for profit corporation, with an office at 186 Black Rock Turnpike(hereinafter referred to as "Lessor") and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., a Delaware corporation, with an office at 1 North Broadway, White Plains, NY 10601 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 28th day of July, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on October 1, 1998 ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

[Handwritten signatures]

OCT-18-2005 16:45

NEXTEL COMMUNICATIONS INC

914 421 2791 P.11/12

MKT:
SLE#:

LESSOR:
NEXTEL COMMUNICATIONS OF THE MID-

ATLANTIC, INC.,
a Delaware corporation,
d/b/a Nextel Communications

By:

Name:

Gerard M. Reynolds

Title:

President, New York Area

Date:

LESSOR:

REDDING FIRE DISTRICT #1

Connecticut not for profit corporation

By:

Name: James McNamara

Little:
1/10/1941

Date: _____

7/25/98

LESSOR:

REDDING FIRE DISTRICT #1

Connecticut not for profit corporation

By:

Name: Richard Kasiewicz

_____ Title:

Date: _____

15/10/2

LESSOR:

REDDING FIRE DISTRICT #1

Connecticut not for profit corporation

By:

Dr. M. J.

Name: Ola d'Aulaire

Title: Domestic Power

Date:

35/82/2

MKT:
SITE #:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On July 28, 2005, before me, Ronald C. Clark, Notary Public, personally appeared James McNamara, Richard Kasiewicz and Ola d'Aulaire, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
(SEAL)

RONALD C. CLARK
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 1989

My commission expires: 4-30-99

STATE OF NEW YORK

COUNTY OF WESTCHESTER

On _____, before me, _____, Notary Public, personally appeared Gerard M. Reynolds, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
(SEAL)

My commission expires: _____