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VIA E-MAIL & HAND DELIVERY

January 26, 2007

S. Derek Phelps
Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

RE: Docket No. 324 Sprint/Hamden – Sprint’s Responses to Interrogatories

Dear Mr. Phelps:

Enclosed for filing in this matter are an original and 15 copies of Sprint Nextel Corporation’s Responses to Interrogatories. An electronic copy has been e-mailed to Ms. Fontaine, Ms. Mulcahy and Mr. Perrone. Please do not hesitate to contact me with any questions.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Thomas J. Regan

Enclosure

40238813 v1 - MERCIECM - 080563/3234

**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 Wireless Telecommunications Facility at 150 Willow Street, Hamden, Connecticut. : **Docket No. 324**
:
:
:
: January 26, 2007

SPRINT NEXTEL CORPORATION'S RESPONSES TO INTERROGATORIES

1. On Tab 11 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 157'. Provide two coverage plots (using the scale provided) assuming the antennas are located at 147' and 137', respectively?

Plots at a height of 137', 147' and 157' (Sprint's proposed height) are attached. The attached plot at 157' supersedes the plot provided under Tab 11 in the Application.
2. What is the minimum tower height that would satisfy Sprint's coverage needs?

Sprint has determined after careful analysis that it will need a minimum antenna centerline of 157'.
3. What is Sprint's existing signal strength in the area that would be covered by this facility?

Sprint's existing signal strength is below -92 dBm in the majority of the area that Sprint is seeking to cover with this site.
4. What is the minimum signal level Sprint would consider acceptable for service in the vicinity of the proposed site?

In this area, Sprint considers the minimum acceptable signal level for in-vehicle coverage to be -92 dBm and -87 dBm for in-building coverage.
5. What is the minimum signal level that Sprint requires in order to provide adequate in-vehicle coverage?

-92 dBm.
6. Identify adjacent facilities with which the proposed facility would hand-off traffic.

CT33XC530 – Wallingford Water Tank (approx. 2.9 miles northeast of the proposed site)
CT33XC044 – off Mountain Road, Cheshire (approx. 3 miles north of the proposed site)
CT33XC531 – Smoke Stack, Hamden (approx. 2 miles south of the proposed site)
CT33XC513 – TV Tower (approx. 3 miles southwest of the proposed site)

However, Sprint would prefer that there be an engineered break point on the monopole versus relocating the monopole and compound.

16. Approximately how tall are the three NU power mount structures that were considered on page 9 of the Application? Is the Applicant aware that the adjacent CL&P transmission line right of way is being rebuilt with new structures? What would be the height and type of the new structures?

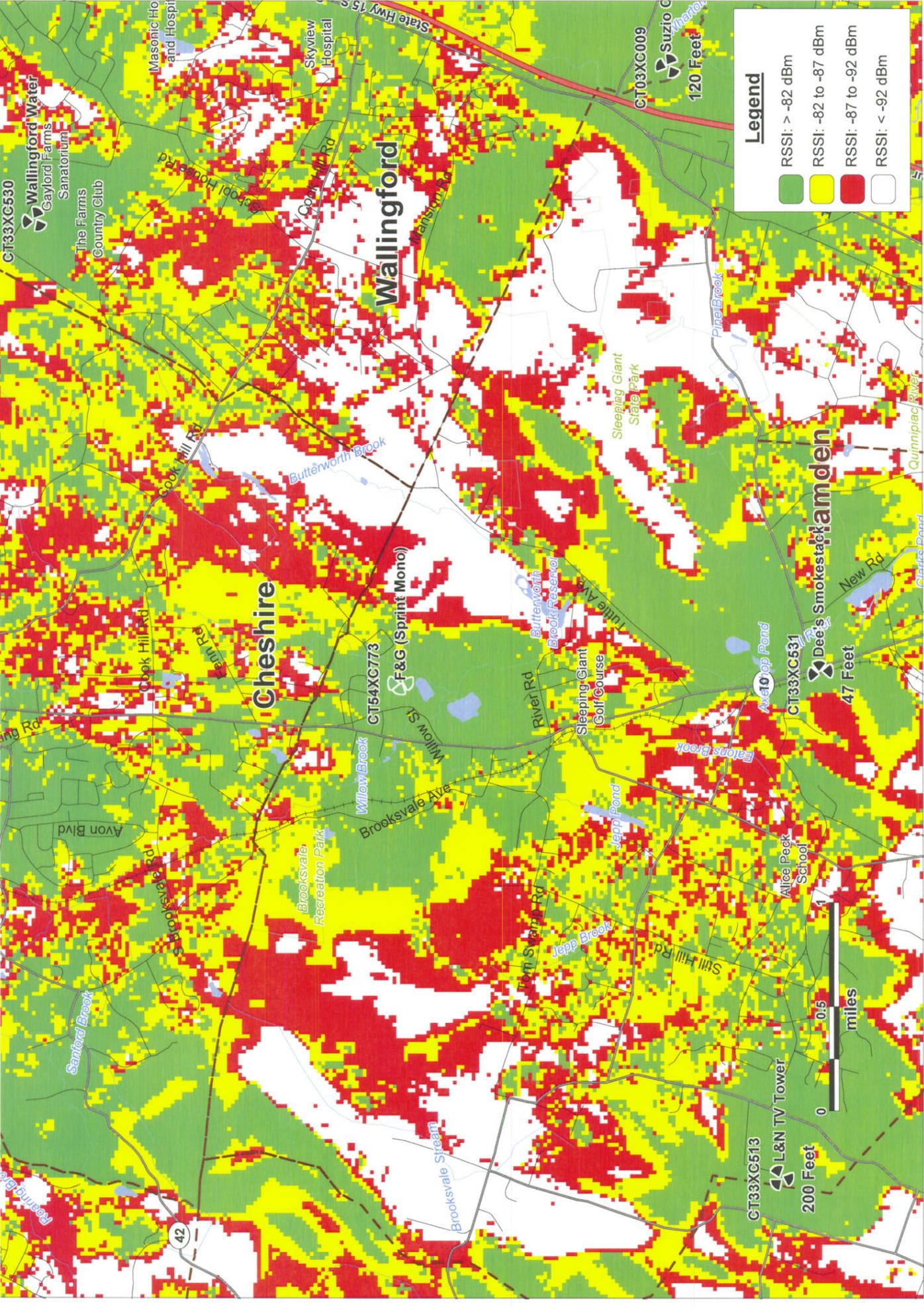
The height of all the structures considered for the Application are as follows:

Site	Height	Location	Evaluation
CT54XC773-01 NU Power Mount	80'	150 Willow Street Hamden	Does not satisfy all coverage objectives.
CT54XC773-02 NU Power Mount #2466	80'	450 Tuttle Ave. Rear Hamden	Does not satisfy all coverage objectives.
CT54XC773-03 NU Power Mount #2465	80'	450 Tuttle Ave. Rear Hamden	Does not satisfy all coverage objectives.
CT54XC773-04 NU Pole	80'	Old Lane Road Cheshire	Does not satisfy all coverage objectives.
FD Whip	50	King Road Cheshire	Does not provide the required coverage to Rt. 10.
NU Pole #1	45' H-Mount	Brooksvale Avenue Hamden	Does not provide the required coverage to Rt. 10 to the south of the site.
NU Pole #2	80'	Gaylord Mountain Rd. Hamden	Does not provide the required coverage to Rt. 10 to the north of the site.
NU Pole #3	70'	Cook Hill Road Cheshire	Does not provide the required coverage to Rt. 10.
NU Pole #4	80'	Mansion Road Wallingford	Does not provide the required coverage to Rt. 10.
Golf Range Poles	45'	Brooksvale Avenue Hamden	Does not provide the required coverage to Rt. 10 to the south of the site.
NU Pole #5	80'	Turtle Avenue Wallingford	Does not provide the required coverage to Rt. 10.
Silo	60'	Kenwood Road Hamden	Does not satisfy all coverage objectives.
Quinnipiac University Building	60'	Hogan Road Hamden	Does not satisfy all coverage objectives.
Cingular Flagpole at Quinnipiac University	70'	New Road Hamden	Does not satisfy all coverage objectives.
Old AT&T Tower	80'	Higgins Road Cheshire	Does not provide the required coverage to Rt. 10.

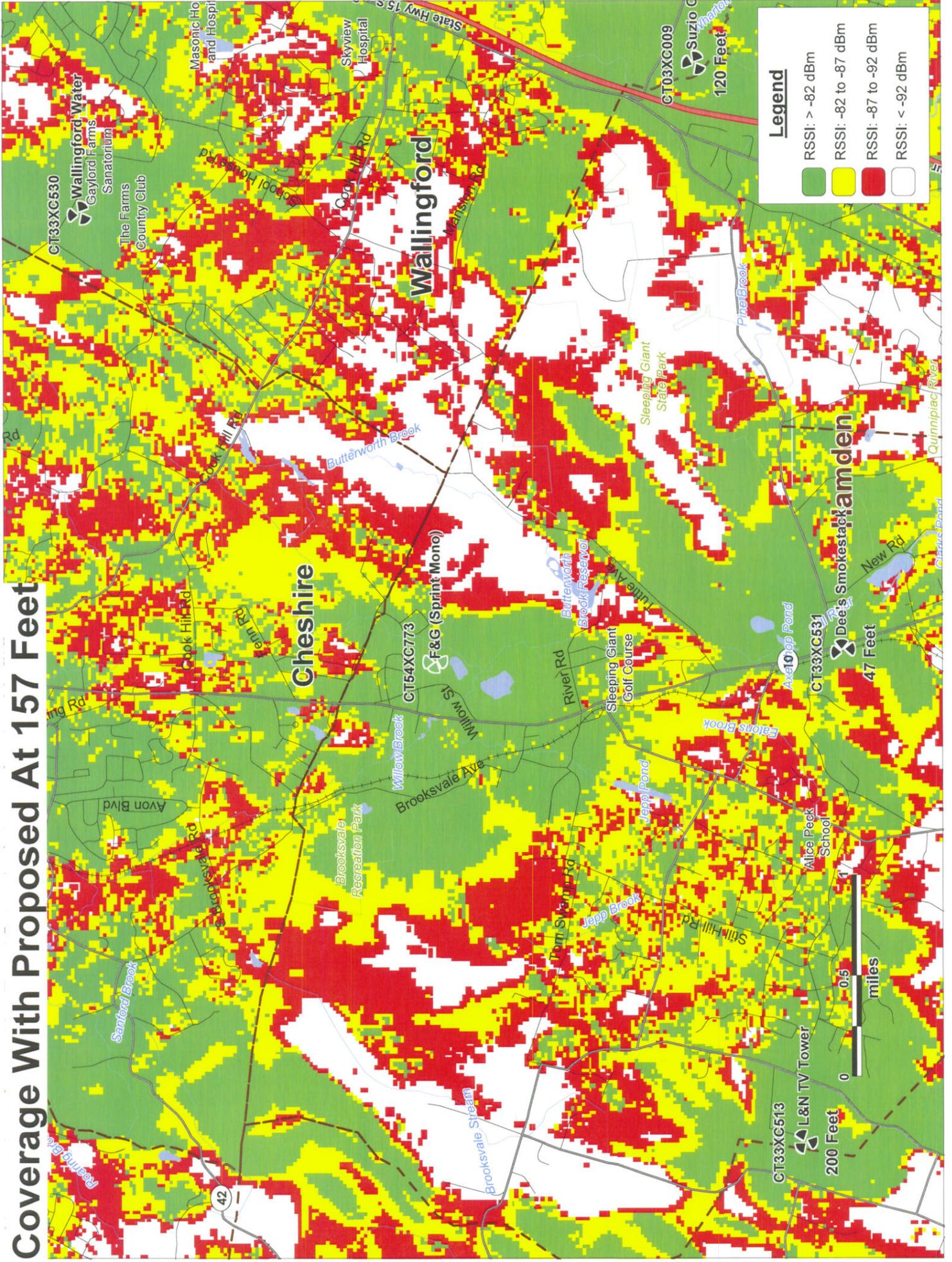
Sprint is aware that CL&P is rebuilding the adjacent transmission line right of way with new structures. Therefore, given the possibility of a height increase, Sprint re-evaluated the CL&P transmission lines and determined that there were three transmission line locations that could potentially meet Sprint's coverage needs.

The first possibility is to attach Sprint's antennas to the new transmission towers to be located on the current proposed site, owned by the Hamden Fish & Game Protective. However, CL&P's easement on the subject property does not permit the right of way to be used for telephone and telecommunications purposes. The easement is attached for the Council's reference.

Coverage With Proposed At 147 Feet



Coverage With Proposed At 157 Feet



SITE AGREEMENT

Site Name: Cheshire SouthSprint Site ID #: CT54XC773

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

- Land consisting of approximately 100 x 100 square feet upon which Sprint 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, together with all necessary non-exclusive easements for vehicular and pedestrian 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 (the "Site"). The Site will be used by Sprint for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, 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 will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

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

3. **Rent.** Owner acknowledges receipt of the one-time aggregate payment of _____ which is the entire rent due for the period from the Lease Commencement Date until the Rent Commencement Date. The Rent Commencement Date is defined as the earliest of the following to occur: (a) the first day of the month that is 30 days after the issuance of the building permit to Sprint, or (b) the first day of the month that is 60 days after the date Sprint commences construction of the Facilities at the Site. Starting on the Rent Commencement Date and on the first day of every month thereafter, Sprint will pay rent in advance in equal monthly installments of _____ until increased as set forth herein. Rent for each successive five-year Renewal Term will increase by _____ over the rent in effect for the prior five-year term. Notwithstanding anything contained in this Section, Sprint's obligation to pay rent is contingent upon Sprint's receipt of an IRS approved 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 and further agrees that: (a) it is the owner of the property of which the Site is a part; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint is entitled to access the Site at all times and to quiet possession of the Site throughout the Initial Term and each Renewal Term, so long as Sprint is not in default beyond the expiration of any notice or cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

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

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

7. **Improvements.** Sprint may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Sprint may, but is not obligated to, remove the Facilities.

8. **Compliance with Laws.** Owner represents and warrants to Sprint 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 will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Sprint will resolve technical interference problems that the Facilities might cause 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 desires to add additional Facilities 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 that all utilities adequate for Sprint's intended use of the Site are available at or near the Site. Sprint will pay for all utilities used by it at the Site. Owner will grant any easement(s) or other instrument(s) reasonably required by Sprint or the utility company in order to provide utility service required by Sprint for its intended use of the Site throughout the Initial Term and each Renewal Term. If there is a loss of electrical service at the Site, Sprint 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 to the contrary, Sprint may, in Sprint's 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 and 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 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 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 that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint 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 cleanup of any Substance discovered at the Site and agrees to indemnify, defend and hold harmless Sprint from any and all costs, damages, claims of liability or loss relating to any Substance present at the Site prior to or on the Lease Commencement Date, unless the presence or release of the Substance is caused by the activities of Sprint.

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 from the holder of any mortgage or deed of trust.

16. **Property Taxes.** Sprint will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Sprint. Owner must pay prior to delinquency, all property taxes.

[Handwritten Signature]
[Handwritten Signature]

Site Name: Cheshire SouthSprint Site ID #: CT54XC773

and assessments attributable to the property of Owner of which the Site is a part. Within 60 days after receipt of evidence of Owner's payment, Sprint will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Sprint's satisfaction, is solely attributable to any improvements to the Site made by Sprint.

17. **Insurance.** Sprint will procure and maintain commercial general liability insurance, with limits of not less than [REDACTED] 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's 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 will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint 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 for the reasonable costs incurred by Sprint 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.

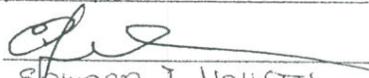
19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint a recordable Memorandum of Agreement in the form of Exhibit B, attached; (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, B and Rider.

OWNER:

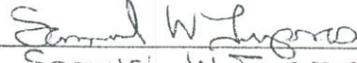
Hamden Fish & Game Protective Association, Inc.

a(n) CORPORATIONBy: Name: EDWARD J. VALETTETitle: PRESIDENTDate: 12/20/2005Taxpayer ID: 06-6051304Address: 155 WILLOW STREETP.O. BOX 5619HAMDEN, CT 06518-0619Contact Phone Number: (203) 271-3031Email address: JOHN.KWOTI@KIXTEL.WA.COM

See Addendum to Site Agreement for continuation of Owner signatures

SPRINT:

Sprint Spectrum L.P.

By: Name: SAMUEL W. TRIPSONTitle: Property Specialist - New England Site DeliveryDate: 12-22-05

Sprint Contracts & Performance Hotline: 800-357-7641

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

Site Name: Cheshire South

Sprint Site ID #: CT54XC773

**EXHIBIT A
TO SITE AGREEMENT**

Site Description

Site located at 150 Willow Street, situated in the City of Hamden, County of Hartford, State of Connecticut commonly described as follows:

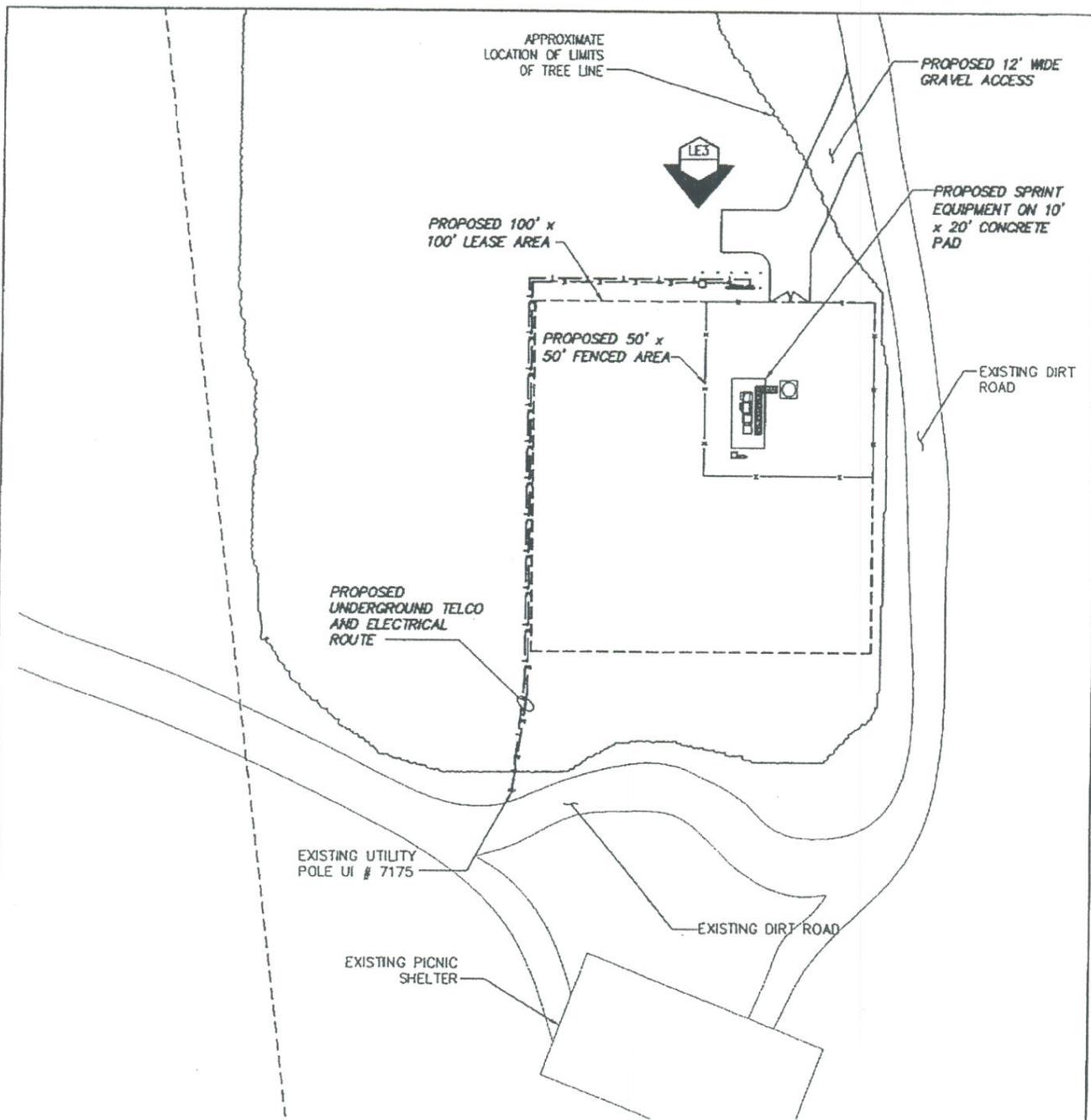
Insert Legal Description:

NORTHERLY by land now or formerly of William D. Paton;
EASTERLY in part by said land now or formerly of William D. Paton, in part by land now or formerly of William Butterworth, and in part by land now or formerly of The New Haven Water Company;
SOUTHERLY by land now or formerly of The New Haven Water Company; and
WESTERLY in part by land now or formerly of The New Haven Water Company, in part by Willow Street, so-called, and in part by Whitney Avenue.

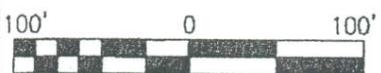
With the Highway known as Willow Street running through said premises.

Insert Site Plan:

S-1
EJC



GRAPHIC SCALE



SCALE: 1" = 100'-0"

SITE LAYOUT

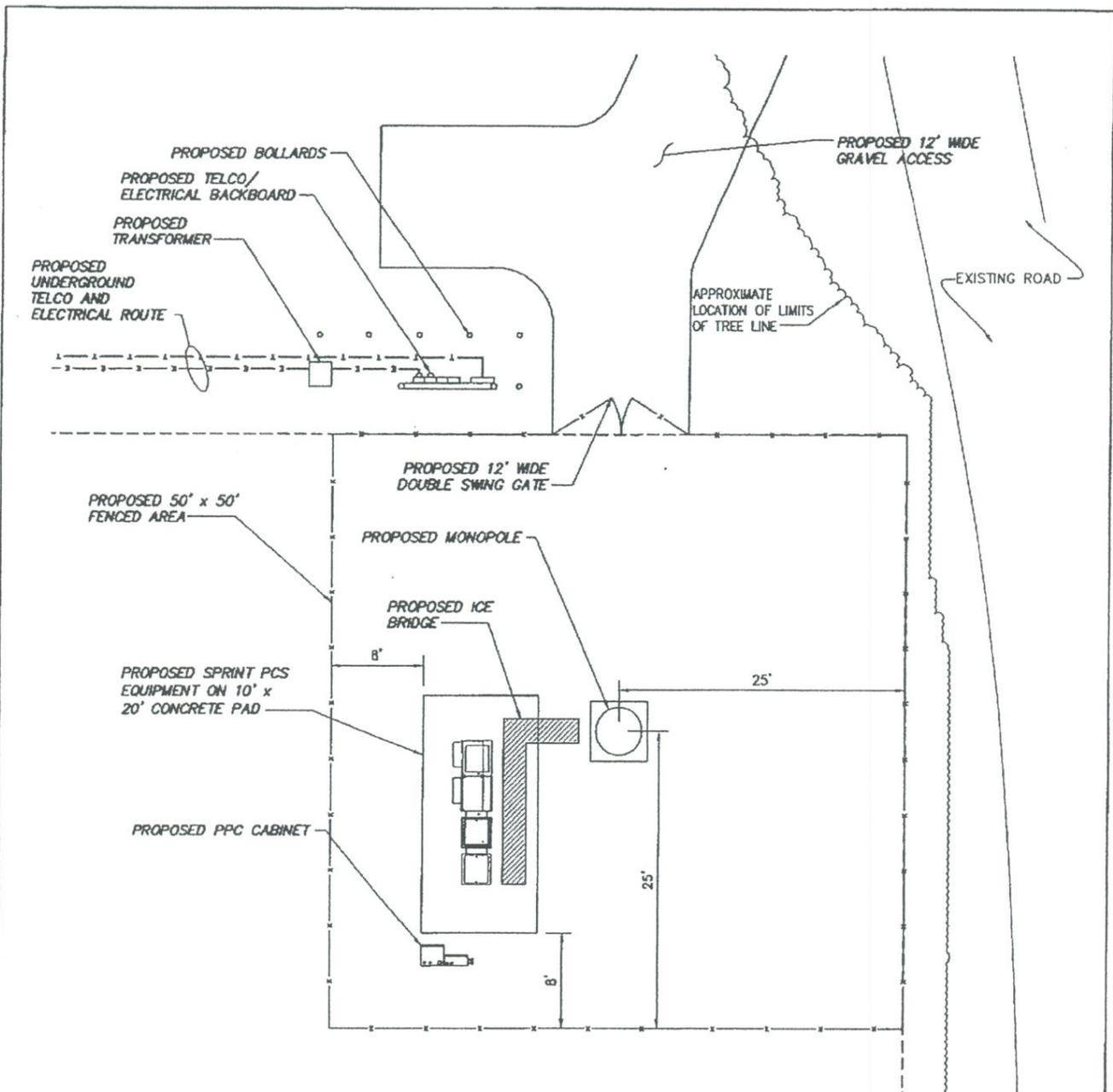


NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

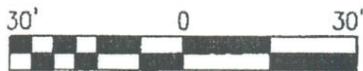
OWNER INITIALS:	DATE:
SCI INITIALS:	DATE:

PROPERTY INFORMATION: LOT: BLOCK: SECT.: ZONED:	<p>Sprint PCS 1 INTERNATIONAL BLVD SUITE 800 MAHWAH, NJ 07495</p>	<p>infinigy engineering 88 PINE STREET ALBANY, NY 12207 OFFICE #: (518) 434-2288 FAX #: (518) 434-2059</p>	APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
			DATE: 12/08/04	SITE I.D.: CT54XC773
			150 WILLOW STREET HAMDEN, CT 06518	

Sub of



GRAPHIC SCALE



SCALE: 1" = 30'-0"

SITE LAYOUT



APPROXIMATE NORTH

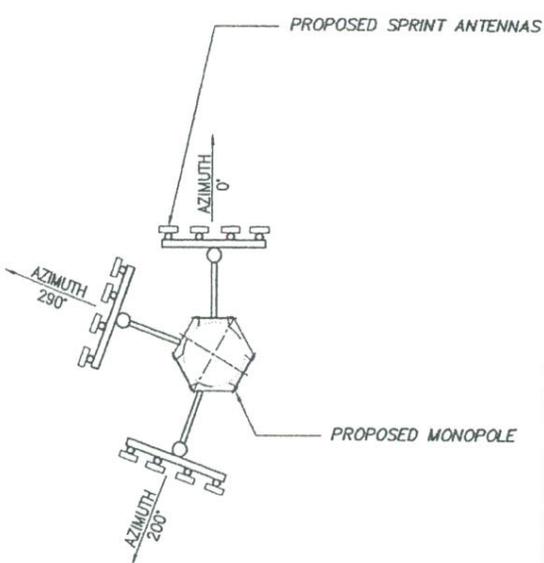
NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SCI INITIALS:	DATE:

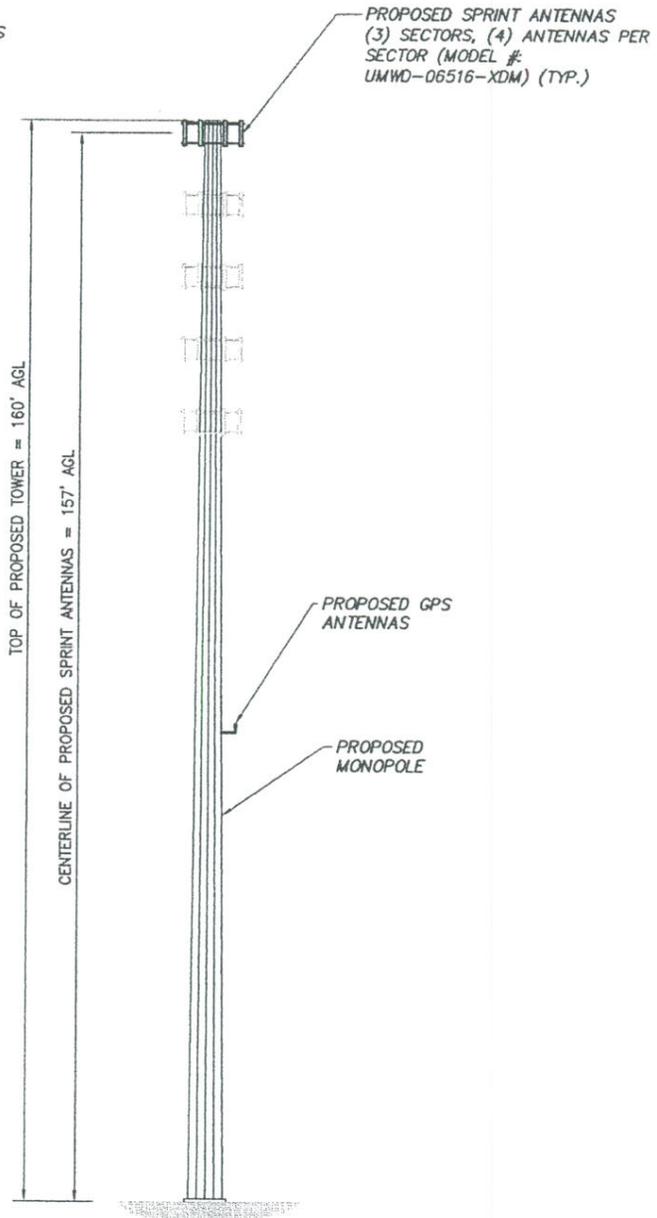
PAGE 2 OF 3

PROPERTY INFORMATION: LOT: BLOCK: SECT.: ZONED:	 1 INTERNATIONAL BLVD SUITE 800 MAHWAH, NJ 07495	 99 PINE STREET ALBANY, NY 12207 OFFICE #: (518) 434-2288 FAX #: (518) 434-2358	APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
			DATE: 12/08/04	SITE I.D.: CT54XC773
			150 WILLOW STREET HAMDEN, CT 06518	

Handwritten initials/signature



ANTENNA LAYOUT
NOT TO SCALE



TOWER ELEVATION
NOT TO SCALE

NOTE: NO BARBED WIRE WILL BE INSTALLED ON THE FENCE.
FENCE WILL HAVE A GREEN VINYL COATING
NO SHRUBBERY WILL BE INSTALLED AROUND THE LEASED AREA.

NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS:	DATE:
SCI INITIALS:	DATE:

PROPERTY INFORMATION:
LOT:
BLOCK:
SECT.:
ZONED:



APPROX. SCALE AS NOTED	LEASE EXHIBIT PLAN
DATE: 12/08/04	SITE I.D: CT54XC773
150 WILLOW STREET HAMDEN, CT 06518	

SWJ *ELL*

Site Name: Cheshire South

Sprint Site ID #: CT54XC773

**EXHIBIT B
TO SITE AGREEMENT**

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated December 20, 2005, evidences that a lease was made and entered into by a Site Agreement (the "Agreement") dated December 20, 2005, between Hamden Fish & Game Protective Association, Inc. ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint").

The Agreement provides in part that Owner leases to Sprint certain real property owned by Owner and located at 150 Willow Street, City of Hamden, County of New Haven, 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 Exhibit A attached hereto. The term of the Agreement is 5 years commencing on _____, 2005, which term is subject to 4 additional terms of 5 years each that may be exercised by Sprint.

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

OWNER

Hamden Fish & Game Protective Association, Inc.

a(n) CORPORATION

By: [Signature]

Name: EDUARDO J. VALLETTE

Title: PRESIDENT

Address: 155 WILLOW STREET
P.O. BOX 5619
HAMDEN, CT 06518-0619

Contact Phone Number: (203) 271-3031

Email Address: JOHN.KNOTT@KNOTTLAW.COM

See Addendum to Memorandum of Option Agreement for continuation of Owner signatures.

SPRINT

Sprint Spectrum L.P.

By: [Signature]

Name: Samuel W. Tripas

Title: Property Specialist - New England Site Delivery

Address: 1 International Blvd
Suite 800
Mahwah, NJ 07495

Sprint Contracts & Performance Hotline: 800-357-7641

Attach Exhibit A - Site Description

Owner Initials: [Signature]

Sprint Initials: [Signature]

[Handwritten initials]

Site Name: Cheshire South

Sprint Site ID #: CT54XC773

OWNER NOTARY BLOCK:

STATE OF CONNECTICUT : ss Town of CHESHIRE
COUNTY OF NEW HAVEN

The foregoing instrument was (choose one) attested or acknowledged before me this 20th day of DECEMBER, 2005, by (choose one) as an individual, EDWARD J. VALETTE, as PRESIDENT of HARDEN HOME PROTECTIVE ASSOCIATION, LLC, a CONNECTICUT corporation, on behalf of the corporation, or partner or agent on behalf of _____ a _____ partnership.


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF CONNECTICUT

(AFFIX NOTARIAL SEAL)

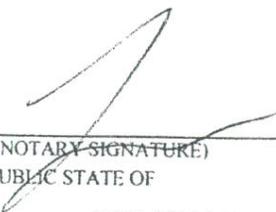
My commission expires: 2/28/2008

DEBORAH BRISLANE
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: 84490

SPRINT NOTARY BLOCK:

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 22ND day of December, 2005, by Samuel W. Tejas as Property Specialist - New England Site Delivery of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF
LUIS AYALA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/28/2006
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

(AFFIX NOTARIAL SEAL)

My commission expires:

Site Name: Cheshire SouthSprint Site ID #: CT54XC773

Rider
To PCS Agreement

- 1) **Section 2 (Term)** is hereby amended by deleting the last sentence and adding the following sentence thereof:

This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint provides Owner with notice of its intention not to renew not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term.

- 2) Notwithstanding anything set forth in **Section 3 (Rent)** of the Agreement, the rent due for each year will be increased annually on the anniversary of the Lease Commencement Date to an amount equal to the amount of the monthly or annual installment of rent payable during the previous year increased by the greater of:

(a) [REDACTED]; or

(b) the percent change in CPI for the time period commencing on the month which is two calendar months prior to the first day of the previous year and ending on the month which is two calendar months before expiration of the previous year.

The calculation used to determine percent change in CPI will be as follows:

[(Re-evaluation Index CPI minus Base Index CPI) divided by Base Index CPI] multiplied by 100

As used herein:

"Base Index CPI" is the CPI for the month which is two calendar months before the anniversary of the Lease Commencement Date for the previous Term.

"Re-evaluation Index CPI" is the CPI for the month which is two calendar months before the expiration date of the previous Term.

"CPI" means the Consumer Price Index-New England, City Averages for Urban Wage Earners and Clerical Workers (1982-84=100), also referred to as "CPI-W", published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued).

Notwithstanding anything contained herein to the contrary, in the event the Rent Commencement date has not commenced within 15 months from the execution of this Agreement, Sprint shall elect to commence rental payments or terminate the agreement. Sprint shall proceed with due diligence and use its best efforts to obtain all necessary approvals and permits.

- 3) **Section 5 (Assignment/Subletting)** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Assignment/Subletting. The following terms shall have the following meanings for purposes of this Section of this Agreement:

'Affiliate' shall mean any subsidiary or successor legal entity, or any party controlling, controlled by, or under common control with SSLP, or any party which acquires substantially all of the assets of SSLP, or any entity that is authorized by SSLP to sell telecommunications products or services under the 'Sprint' or 'Sprint PCS' brand name or any successor brand name(s).

'Gross Revenue Payment' shall mean any sublease rental payment received by SSLP from a Non-Affiliate.

'Non-Affiliate' shall mean any party other than an Affiliate.

Sprint will have the right to sublease all or any portion of the Site or assign its rights under this Agreement without consent of Owner, but with notice to Owner. SSLP and Owner agree that in the event SSLP sublets to a Non-Affiliate a portion of the PCS and/or the Site, [REDACTED] of all Gross Revenue Payments received from such sub-tenant shall be paid to Owner by SSLP within thirty (30) days of actual receipt thereof, in addition to any rent payable under Section 3 of this Agreement." Upon execution of the Agreement between Sprint and any future collocator, Sprint will provide Owner with a copy of the Site Lease Agreement between Sprint and the third party tenant.

- 4) **Section 7 (Improvements)** is hereby amended by deleting the last sentence and adding the following three sentences thereof:

"Upon termination or expiration of the Agreement, at Owner's option, Sprint PCS shall remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear." Any Sprint improvements shall not change the permitted use of the site as defined in Section 1 of the foregoing agreement. Sprint shall provide Lessor at time of building permit receipt with a surety bond in the amount of \$30,000 naming Lessor as obligee to secure Lessee's performance in removing the facility as set forth herein.




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- 5) **Section 8 (Compliance with Laws)** of the foregoing agreement is hereby deleted in its entirety and the following is inserted in its place:

Owner represents to Sprint to the best of Owner's knowledge that the Site is in substantial compliance with building, and codes and regulations of applicable governmental authorities. Sprint will comply with all applicable laws relating to its possession and use of the Site.

- 6) **Section 9 (Interference)** is hereby amended by adding the following sentences as the last sentence thereof:

Sprint acknowledges the Owner operates a shooting range utilizing a voice release system, which may be wireless.

- 7) **Section 10 (Utilities)** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Sprint will pay for all utilities used by it at the Site. Owner will grant an easement(s) or other instrument(s) acceptable to the owners on the site required by Sprint or the utility company in order to provide utility service required by Sprint for its intended use of the Site throughout the Initial Term and each Renewal Term. If there is a loss of electrical service at the Site, Sprint may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site at the location depicted in Exhibit A.

- 8) **Section 11 (Termination)** of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

Upon termination of this Agreement except in cases where this Agreement is terminated due to Owner's failure of proper ownership or authority or other default by Owner, Sprint will pay to Owner a termination fee in the amount of equal to twelve (12) months of the then current rent which shall include any payments being received by Owner pursuant to subleases.

- 9) **Section 14 (Hazardous Substances)** is hereby amended by deleting the last sentence and adding the following sentence thereof:

Owner represents to Sprint that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation.

- 10) **Section 16 (Property Taxes)** is hereby amended by deleting the first sentence and adding the following sentence thereof:

Sprint shall be responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property arising from its placement of the communications facilities at the site, and shall hold Owner harmless from all interest, lien, fees, penalties and costs of collection for its default in timely manner.

As additional rent, Sprint shall pay to Owner, any and all real property taxes resulting from any increase in assessment of the Owner's property as a result of the lease and use of the site by Sprint. Owner shall provide a copy of the any assessor's notification of change in assessment resulting from Sprint's lease and/or use of the site, and copies of the municipal tax bills received by Owner resulting there from and thereafter. Sprint shall pay to Owner such taxes within thirty (30) days next following Owner's billing of Sprint.

- 11) **Section 17 (Insurance)** is hereby amended by deleting the first sentence and adding the following sentence thereof:

Sprint will procure and maintain commercial general liability insurance, with limits of not less than [REDACTED] 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 of Sprint's bi-annual renewals. Owner shall be named as an additional insured on such policies".

- 12) As-Builts drawings, including plot plan of site, will be provided to the owner within 60 days of completion of construction.

13) **Condemnation, Damage.** If there is a condemnation of the leased premises or the site (or a portion thereof which is sufficient to render the lease premises unsuitable for Lessee's purposes), including, without limitation, a transfer of the Lease Premises or the Site by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Lessee and Lessor shall be entitled to pursue their own separate condemnation awards with respect to any such taking. If the Lease Premises or the Site are damaged or destroyed to an extent sufficient to render the Leased Premises unsuitable for Lessee's purposes, and such damage or destruction was not caused by Lessee or any of Lessee's agents, contractors, or employees, then Lessee shall the right to terminate this lease as of the date that such damage or destruction occurred, without prejudice to or otherwise affecting the rights or remedies that Lessee may have hereunder or at law or in equity, and the rent due hereunder shall be prorated to such date of termination, unless Lessor notifies Lessee in writing that Lessor will repair, at its sole

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cost, such damage or destruction and thereafter Lessor repairs such damage or destruction with 45 days after the date upon which such damages or destruction occurred. During the period in which Lessor effects such repairs, the rent due hereunder shall be abated.

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